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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 for all purposes to Hon. Jeffrey R.
Erickson, Dept. S14*

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: May 10, 2024
FAC Filed: July 9, 2024
Trial Date: Not set

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*Attorneys for Defendants Stanley Black & Decker, Inc., Moeller Manufacturing & Supply, LLC,
and Bristol Industries, LLC*

1 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

2 This Class and Representative Action Settlement Agreement (“Agreement” or “Settlement”) is made
3 by and between Plaintiffs Enrique Murrieta (“Murrieta”) and Steve Hundley (“Hundley”) (together,
4 “Plaintiffs”) and Defendants Stanley Black & Decker, Inc. (“SBD”), Moeller Manufacturing & Supply, LLC
5 (“Moeller”), and Bristol Industries, LLC (“Bristol”) (together, “Defendants”). The Agreement refers to
6 Plaintiffs and Defendants collectively as the “Parties,” or each individually as a “Party.”

7 **1. DEFINITIONS**

8 1.1. “Actions” means Plaintiff Murrieta’s lawsuit alleging wage and hour violations against
9 Defendants SBD and Moeller captioned as *Enrique Murrieta v. Stanley Black & Decker,*
10 *Inc., et al.* (Case No. CIVSB2414301), initiated on May 10, 2024, and pending in the
11 Superior Court of the State of California for the County of San Bernardino (the “*Murrieta*
12 Action”), and Plaintiff Hundley’s lawsuit alleging wage and hour violations against
13 Defendants SBD and Bristol captioned as *Steve Hundley v. Stanley Black & Decker, Inc., et*
14 *al.* (Case No. 30-2024-01420968-CU-OE-CXC), initiated on August 23, 2024, and pending
15 in the Superior Court of the State of California for the County of Orange (the “*Hundley*
16 Action”).

17 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid from
18 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
19 with the Administrator’s bid submitted to the Court in connection with seeking preliminary
20 approval of the Settlement.

21 1.3. “Administrator” means Phoenix, the neutral entity the Parties have agreed to appoint to
22 administer the Settlement following a competitive bidding process, or such other settlement
23 administrator as may be approved by the Court.

24 1.4. “Aggrieved Employee” means all current and former non-exempt employees of any
25 Defendant or any subsidiary of Defendant Stanley Black & Decker, Inc. who worked in
26 California at any time during the PAGA Period.

27 1.5. “Class” means all current and former non-exempt employees of any Defendant or any

1 subsidiary of Defendant Stanley Black & Decker, Inc. who worked in California at any time
2 during the Class Period.

3 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon
4 Law Group, PC, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
5 Nicholas J. De Blouw, and Piya Mukherjee of Blumenthal Nordrehaug Bhowmik De Blouw
6 LLP.

7 1.7. “Class Counsel Fees Payment” and “Class Counsel Costs Payment” mean the amounts
8 allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses,
9 respectively, incurred to prosecute the Actions.

10 1.8. “Class Data” means Class-Member-identifying-information in Defendants’ possession,
11 consisting of each Class Member’s name, last-known mailing address, Social Security
12 Number, dates of employment, number of Class Period Workweeks, and number of PAGA
13 Pay Periods (if any).

14 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or
15 Non-Participating Class Member (including a Non-Participating Class Member who
16 qualifies as an Aggrieved Employee).

17 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
18 Class Members’ current mailing addresses using all reasonably available sources, methods,
19 and means, including, but not limited to, the National Change of Address database, skip
20 traces, and direct contact by the Administrator with Class Members.

21 1.11. “Class Notice” means the Court-Approved Notice of Class and Representative Action
22 Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to
23 Class Members in English in the form, material variation, attached as **Exhibit A** and
24 incorporated by reference into this Agreement, along with a Spanish translation thereof.

25 1.12. “Class Period” means February 22, 2023, through the date of entry of the Court’s
26 Preliminary Approval Order or an earlier date selected pursuant to the Escalator Clause.

27 1.13. “Class Representatives” means the named Plaintiffs in the Actions, subject to the Court’s

approval.

1.14. “Class Representative Service Payment” means the payment, subject to the Court’s approval, to each Plaintiff for initiating and providing services in support of the Actions, in recognition for the risks attendant to the role as named Plaintiffs and Class Representatives, and in exchange for Plaintiffs’ General Release. This award shall be in addition to the amount Plaintiffs are eligible to receive as Class Members.

1.15. “Court” means the Superior Court of California, County of San Bernardino.

1.16. “Defendants” means Stanley Black & Decker, Inc., Moeller Manufacturing & Supply, LLC, and Bristol Industries, LLC, the named Defendants in the Actions.

1.17. “Defense Counsel” means Amanda Sommerfeld, Aileen Kim, and Courtney O’Connor of Jones Day.

1.18. “Effective Date” means the date that both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. If no objections are filed to the Settlement, the Final Approval Order and Judgment shall be final on the date of entry. If timely objections are filed to the Settlement and/or any objector successfully intervenes, then the Final Approval Order and Judgment shall be final on the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment if no appeal is filed (i.e., the 61st calendar day following entry of the Final Approval Order and Judgment); or, if an appeal is filed, the Final Approval Order and Judgment shall be final 30 days after the appeal is withdrawn, or after all appellate review thereof is exhausted and an appellate decision exhausting such review and affirming the Final Approval Order and Judgment becomes final.

1.19. “Escalator Clause” has the meaning defined in Paragraph 8 below.

1.20. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the motion for final approval of the Settlement.

1.22. “Gross Settlement Amount” means \$1,250,000.00, which is the total non-reversionary

amount Defendants agree to resolve the class and PAGA claims in the Actions, subject to any increase under the Escalator Clause. The Gross Settlement Amount will be used to pay Individual Class Settlement Shares, Individual PAGA Shares, the LWDA PAGA Payment, the Class Counsel Fees and Costs Payments, the Class Representative Service Payments, and the Administration Expenses Payment.

1.23. “Individual Class Settlement Share” means a Participating Class Member’s *pro rata* share payment, for settlement of the Released Class Claims, from the Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked during the Class Period as compared to number of Workweeks worked by all Participating Class Members during the Class Period.

1.24. “Individual PAGA Share” means an Aggrieved Employee’s *pro rata* share payment, for settlement of the Released PAGA Claims, from the twenty-five percent (25%) of the PAGA Allocation as calculated by the Administrator according to the number of PAGA Pay Periods worked during the PAGA Period as compared to number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period.

1.25. “Judgment” means the Judgment entered by the Court upon the Final Approval Order.

1.26. “LWDA” means the California Labor and Workforce Development Agency.

1.27. “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Allocation paid to the LWDA pursuant to Labor Code § 2699(i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts as finally approved by the Court: PAGA Allocation, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Costs Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be used to first pay Defendants’ employer-side payroll taxes owed on the Wage Portion of Individual Class Settlement Shares, and the remainder will then be paid to Participating Class Members on a *pro rata* basis through Individual Class Settlement Shares.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement

by sending the Administrator a valid and timely Request for Exclusion.

1.30. “Operative Complaint” means the Second Amended Class and Representative Action Complaint to be filed in this Court.

1.31. “PAGA” means the California Private Attorneys General Act, Labor Code §§ 2698, *et seq.*

1.32. “PAGA Allocation” means \$125,000.00 to be paid from the Gross Settlement Amount as civil penalties under PAGA, allocated twenty-five percent (25%) to the Aggrieved Employees (\$31,250.00) and the seventy-five percent (75%) to LWDA (\$93,750.00) in settlement of the Released PAGA Claims.

1.33. “PAGA Notices” means Murrieta’s letter dated May 5, 2024, and Hundley’s letter dated June 18, 2024, submitted online to the LWDA providing notice of alleged Labor Code violations, and served on Defendants via certified mail, pursuant to Labor Code § 2699.3(a).

1.34. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day within the PAGA Period.

1.35. “PAGA Period” means May 5, 2023, through the date of entry of the Court’s Preliminary Approval Order or an earlier date selected pursuant to the Escalator Clause.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiffs” means Enrique Murrieta and Steve Hundley, the named Plaintiffs in the Actions.

1.38. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendants and each of their former and present owners, parents, subsidiaries, officers, directors, members, managers, consultants, assigns, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates,

1 assigns, accountants, insurers, reinsurers, and legal representatives, and any individual
2 or entity which could be jointly liable with Defendants for any of the claims alleged by
3 either Plaintiff, and all persons or entities acting by, through, under, or in concert with
4 any of them. For the avoidance of doubt, the Released Parties shall include, but not be
5 limited to: Moeller Manufacturing & Supply, LLC, Stanley Black & Decker, Inc.,
6 Aerofit, LLC, Consolidated Aerospace Mfg. LLC, 3-V Fastener Co., Inc., Black &
7 Decker (U.S.) Inc., Bristol Industries LLC, Emhart Teknologies, LLC (aka Stanley
8 Engineered Fastening, LLC), Nelson Stud Welding, Inc., Stanley Industrial &
9 Automotive, LLC, and Stanley Infrastructure, LLC.

10 1.42. "Request for Exclusion" means a Class Member's submission to the Administrator of a
11 signed, written request to be excluded from the Class portion of the Settlement. Class
12 Members cannot request exclusion from the PAGA portion of the Settlement.

13 1.43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the
14 Class Notice to Class Members and shall be the last date on which Class Members may fax,
15 e-mail, or mail any (a) Requests for Exclusion from the Settlement, (b) written Objections
16 to the Settlement, or (c) challenges to the calculation of Workweeks and/or PAGA Pay
17 Periods.

18 1.44. "Settlement" means the disposition of the Actions effected by this Agreement and the Final
19 Approval Order and Judgment.

20 1.45. "Workweek" means any week during which a Participating Class Member worked for
21 Defendants for at least one day within the Class Period.

22 **2. RECITALS**

23 2.1. On May 5, 2024, pursuant to California Labor Code § 2699.3(a), Plaintiff Murrieta
24 submitted a PAGA Notice of alleged Labor Code violations to the LWDA, with certified
25 mail service on Defendants SBD and Moeller. On May 10, 2024, Plaintiff Murrieta filed
26 a Class Action Complaint in this Court alleging eight causes of action under the Labor
27 Code and Business & Professions Code. On July 9, 2024, following the expiration of his

administrative exhaustion period, Plaintiff Murrieta timely filed a First Amended Class and Representative Action Complaint alleging a ninth cause of action for civil penalties under PAGA. On August 26, 2024, the Court entered an Order Granting Dismissal without Prejudice of Plaintiff's Individual and Class Claims alleged by Plaintiff Murrieta.

2.2. On June 18, 2024, pursuant to California Labor Code § 2699.3(a), Plaintiff Hundley submitted a PAGA Notice of alleged Labor Code violations to the LWDA, with certified mail service on Defendants SBD and Bristol. On July 22, 2024, Plaintiff Hundley filed a Class Action Complaint in the Orange County Superior Court (Case No. 30-2024-01413699-CU-OE-CXC) alleging nine causes of action under the Labor Code and Business & Professions Code. On September 10, 2024, Plaintiff Hundley filed a request for dismissal of his class action without prejudice, which the Orange County Superior Court granted by way of an order entered on September 16, 2024. On August 23, 2024, Plaintiff Hundley filed a Complaint for civil penalties pursuant to PAGA in the Orange County Superior Court.

2.3. Within thirty (30) days of the full execution of this Agreement, Plaintiff Murrieta will seek to amend his complaint by filing a Second Amended Class and Representative Action Complaint ("SAC") in this Court to include Plaintiff Hundley as an additional named plaintiff, Defendant Bristol as an additional named defendant, and to add back in putative class claims premised on any and all of the theories raised by either Plaintiff, whether those claims were raised in the PAGA Notices or in either Plaintiffs' original Class Action Complaints. Plaintiffs shall provide Defendants' counsel a draft of the SAC ten (10) business days prior to filing, to review and provide input. The Parties agree that the SAC will constitute the Operative Complaint in the Actions for purposes of settlement only. Within ten (10) business days of the filing of the SAC, Plaintiff Hundley will dismiss the *Hundley* Action without prejudice. The Parties agree that if this Settlement is not finally approved by the Court, the Parties will return the Actions to their current

procedural status.

2.4. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Actions, and Defendants further deny, for any purpose other than settling the Actions, that the Actions are appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendants contend, among other things, that Plaintiffs and the putative class members have been provided legally compliant meal and rest periods, have been paid proper minimum, overtime and sick pay wages, have been timely paid throughout employment as well as final wages upon separation of employment, have been reimbursed for necessary and reasonable business expenses, and have been provided with accurate itemized wage statements. Defendants contend, among other things, that they have complied at all times with, and have not violated, the California Labor Code, the applicable Wage Orders of the Industrial Welfare Commission, the California Business and Professions Code sections 17200, *et. seq.*, and all other applicable laws.

2.5. On January 14, 2025, the Parties participated in a mediation with Mark Rudy, Esq., an experienced and neutral class and PAGA action mediator. Mediation was successful, and the terms of the Settlement of the Actions were memorialized in writing in a Memorandum of Understanding re: Settlement ("MOU") that was fully executed by the Parties as of January 21, 2025. Prior to mediation, Plaintiffs obtained from Defendants, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the Actions, including information regarding a prior class action settlement against Defendants with a class and PAGA release period through February 21, 2023, applicable written documents regarding Defendants' wage and hour policies and practices in effect during the Class Period, Plaintiff Murrieta's personnel file, a 14% sampling of time and corresponding payroll records for Class Members, and other data points including the estimated number of weekly pay periods during the PAGA Period and Class Period. Class Counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot*

1 *Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129–130 (“*Dunk/Kullar*”). As part of this
2 evaluation, Class Counsel have conducted a diligent and thorough investigation into the facts
3 and claims alleged in the Operative Complaint, including an extensive review and analysis
4 of the discovery. Based on their own independent investigation and evaluation, Plaintiffs and
5 Class Counsel are of the opinion that the Settlement, and on the terms set forth herein, is fair,
6 reasonable, and adequate and in the best interest of the Class in light of all known facts and
7 circumstances, including the risk of significant delay and that the Class will not be certified
8 by the Court, the strength of the defenses asserted by Defendants, and numerous potential
9 appellate issues.

10 2.6. The Court has not granted class certification.

11 **3. MONETARY TERMS**

12 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below and subject
13 to any increase under the Escalator Clause, Defendants promise to pay \$1,250,000.00, and
14 no more, as the Gross Settlement Amount. All employer-side payroll taxes owed on the
15 Wage Portion of the Individual Class Payments will be paid from the Net Settlement Amount
16 and remitted by the Administrator to the appropriate taxing agencies. The Administrator
17 shall provide the Parties with the total amount of employer’s payroll taxes owed prior to
18 the deadline stated in Paragraph 4.3 of this Agreement, and Defendants have no obligation
19 to pay the Gross Settlement Amount prior to that deadline. The Administrator will disburse
20 the entire Gross Settlement Amount without asking or requiring Participating Class
21 Members and/or Aggrieved Employees to submit any claim as a condition of payment.
22 None of the Gross Settlement Amount will revert to Defendants.

23 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
24 following payments from the Gross Settlement Amount, in amounts as approved by the
25 Court and specified in the Final Approval Order:

26 3.2.1. To Plaintiffs. Class Representative Service Payments to Plaintiffs as the Class
27 Representatives of not more than \$20,000.00, each, in addition to any Individual

1 Class and/or PAGA Payments that Plaintiffs are entitled to receive as Class
2 Members. As part of the motion for Class Counsel Fees and Costs Payments,
3 Plaintiffs will seek Court approval for any Class Representative Service Payments
4 no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court
5 approves Class Representative Service Payments less than the amount requested, the
6 Administrator will allocate the remainder to the Net Settlement Amount. The
7 Administrator will pay the Class Representative Service Payments using IRS Form
8 1099. Plaintiffs assume full responsibility and liability for any taxes owed on the
9 Class Representative Service Payments.

10 3.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than one-third (33%)
11 of the Gross Settlement Amount, which is currently estimated to be \$416,666.67,
12 and a Class Counsel Costs Payment of not more than \$40,000.00. Plaintiffs and/or
13 Class Counsel will file a motion for Class Counsel Fees and Costs Payments no later
14 than sixteen (16) court days prior to the Final Approval Hearing. If the Court
15 approves a Class Counsel Fees Payment and/or a Class Counsel Costs Payment less
16 than the amounts requested, the Administrator will allocate the remainder to the Net
17 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
18 other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel
19 Fee Payment and/or Class Counsel Costs Payment. The Administrator will pay the
20 Class Counsel Fees Payment and Class Counsel Costs Payment using one or more
21 IRS 1099 Forms. Class Counsel assume full responsibility and liability for any taxes
22 owed on the Class Counsel Fees and Costs Payments, and hold Defendants harmless,
23 and indemnify Defendants, from any dispute or controversy regarding any division
24 or sharing of any of these payments. The payment of the Class Counsel Fees
25 Payment shall be made as follows: 80% to Moon Law Group, PC and 20% to
26 Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment of the Class
27 Counsel Costs Payment shall be made to the firm that incurred the expenses.

1 3.2.3. To the Administrator. An Administration Expenses Payment not to exceed
2 \$12,000.00, except for a showing of good cause and as approved by the Court. To
3 the extent actual expenses are less and/or the Court approves payment less than the
4 requested amount, the Administrator will allocate the remainder to the Net
5 Settlement Amount.

6 3.2.4. To Each Participating Class Member. An Individual Class Settlement Share will be
7 paid to each Participating Class Member. Each Individual Class Settlement Share
8 will be calculated by the Administrator by (a) removing from the Net Settlement
9 Amount the total amount of Defendants' employer-side payroll taxes owed on the
10 Wage Portion of Individual Class Settlement Shares, (b) dividing the remainder by
11 the total number of Workweeks worked by all Participating Class Members during
12 the Class Period, and (c) multiplying the result by the number of Workweeks worked
13 by each individual Participating Class Member.

14 3.2.4.1. Tax Allocation of Individual Class Settlement Shares. Twenty percent (20%)
15 of each Participating Class Member's Individual Class Settlement Share will
16 be allocated to settlement of wage claims (the "Wage Portion"). The Wage
17 Portion is subject to tax withholding and will be reported on IRS W-2 Forms
18 by the Administrator. The remaining eighty percent (80%) of each
19 Participating Class Member's Individual Class Settlement Share will be
20 allocated to settlement of claims for penalties and interest (the "Non-Wage
21 Portion"). The Non-Wage Portion is not subject to withholdings and will be
22 reported on IRS 1099 Forms by the Administrator. Participating Class
23 Members assume full responsibility and liability for any employee taxes
24 owed on their Individual Class Settlement Share.

25 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
26 Class Settlement Shares. Non-Participating Class Members will not receive
27 any Individual Class Settlement Share. The Administrator will retain

amounts equal to their Individual Class Settlement Share in the Net Settlement Amount for distribution to Participating Class Members.

3.2.5. To the LWDA and Aggrieved Employees. The PAGA Allocation (\$125,000.00) will be distributed seventy-five percent (75%) (\$93,750.00) to the LWDA through the LWDA PAGA Payment and twenty-five percent (25%) (\$31,250.00) to Aggrieved Employees through Individual PAGA Shares.

3.2.5.1. The Administrator will calculate each Individual PAGA Share by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of the PAGA Allocation by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Shares will be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Share. Individual PAGA Shares are not subject to withholdings and will be reported on IRS 1099 Forms by the Administrator.

3.2.5.2. If the Court approves an amount for the PAGA Allocation less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class and PAGA Estimates. Based on a review of Defendants' records at the time of mediation, it was estimated that as of January 7, 2025, the Class Members collectively worked 56,818 Workweeks during the Class Period, and that 942 Aggrieved Employees collectively worked approximately 52,886 PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than thirty (30) calendar days after entry of the Preliminary Approval Order, Defendants will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator will

maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their respective counsel will expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within thirty (30) calendar days of the Effective Date. To ensure Defendants' timely payment, the Administrator shall provide Defendants with wiring and/or mailing instructions as soon as practicable, and no later than five (5) business days after the Effective Date of the Settlement.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fully fund the amounts owed under the Settlement, the Administrator will mail checks for all Individual Class Settlement Shares, all Individual PAGA Shares, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Costs Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Costs Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Settlement Shares and Individual PAGA Shares.

4.4.1. The Administrator will issue checks for the Individual Class Settlement Shares and/or Individual PAGA Shares and send them via First Class United States Postal Service ("USPS") Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will send checks for Individual

1 Class Settlement Shares to all Participating Class Members and checks for Individual
2 PAGA Shares to all Aggrieved Employees (including Non-Participating Class
3 Members who qualify as Aggrieved Employees), including to those whose Class
4 Notice was returned undelivered. For those Participating Class Members who
5 worked during the PAGA Period, the Administrator may send Participating Class
6 Members a single check combining their Individual Class Settlement Share and
7 Individual PAGA Share. Before mailing any checks, the Administrator must update
8 recipients' mailing addresses using the National Change of Address Database.

9 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
10 Members whose checks are returned undelivered without a USPS forwarding
11 address. Within seven (7) calendar days of receiving a returned check, the
12 Administrator must re-mail checks to the USPS forwarding address provided or, if
13 none provided, to an updated address ascertained through the Class Member Address
14 Search. The Administrator need not take further steps to deliver checks to Class
15 Members whose re-mailed checks are returned as undelivered a second time. The
16 Administrator shall promptly send a replacement check to any Class Member whose
17 original check was lost or misplaced, or as requested by the Class Member prior to
18 the Void Date.

19 4.4.3. The Administrator will cancel all checks not cashed by the Void Date. For any Class
20 Member whose Individual Class Settlement Share and/or Individual PAGA Share
21 check is uncashed and cancelled after the Void Date, the Administrator shall transmit
22 the funds represented by such checks to the California State Controller's Office to
23 be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
24 *seq.*, in the name of the individual to whom the check was issued but who failed to
25 cash his or her check on time, until such time that he or she claims his or her property.
26 In this manner, the Parties and their respective counsel attest that there will be no
27 "unpaid residue" subject to the requirements of California Code of Civil Procedure

§ 384, subd. (b).

4.4.4. The payment of Individual Class Settlement Shares and Individual PAGA Shares shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

5.1. 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).

5.1.1 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."

5.2. Released Class Claims by Participating Class Members. All Participating Class Members

1 will, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys,
2 agents, assigns, and any entities in which any of them have a controlling ownership
3 interest, be bound by a release of all known and unknown claims, rights, demands,
4 liabilities, and causes of action of any kind, whether known or unknown, including any
5 violation of common law, California law, local law, and/or federal law which were raised
6 or could have been raised in the Actions based on the facts pled in the Operative
7 Complaint and occurring during the Class Period, including but not limited to claims for
8 failure to fully and timely pay all minimum, straight and overtime wages due, during
9 employment and at termination, whether that failure to pay all wages due was caused by
10 inaccurate timekeeping, off-the-clock work, the calculation of any wage rates due during
11 employment or at termination, withholding of wages and/or unlawful deductions from
12 wages, unpaid or underpaid meal and rest period premiums, on-call or reporting time
13 practices, or unpaid or underpaid vacation, paid time off, or holiday wages (e.g., claims
14 based on Cal. Lab. Code §§ 201, 202, 203, 204, 210, 216, 218, 221, 222, 223, 226.7,
15 227.3, 256, 510, 512, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802);
16 failure to provide meal and rest periods (e.g., claims based on Cal. Lab. Code §§ 226.7,
17 512, 558); failure to reimburse all necessary business expenses (e.g., claims based on
18 Cal. Lab. Code § 2802); failure to provide accurate wage statements and/or maintain
19 records (e.g., claims based on Cal. Lab. Code §§ 226, 226.2, 226.3, 247.5, 1174, 1198);
20 failure to provide paid sick leave and/or correctly calculate sick leave (e.g., claims based
21 on Cal. Lab. Code §§ 233, 246, 246.5, 247, 248.5, 248.6); unlawful imposition of quotas
22 and production demands (e.g., claims brought under Cal. Lab. Code §§ 2100, *et seq.*);
23 any violation of the applicable IWC California Wage Orders based on the foregoing
24 claims, as well as claims for suitable seating under sections 14(A) and (B) of the relevant
25 Wage Order, California Code of Regulations, Title 8 §§ 11000, *et seq.*, Business &
26 Professions Code §§ 17200, *et seq.*, and any related damages, penalties, restitution,
27 equitable relief, disgorgement, interest, or attorneys' fees arising during the Class Period

(the “Released Class Claims”). Plaintiffs and Participating Class Members shall be permanently barred and enjoined from the institution or prosecution of any and all Released Class Claims against the Released Parties, except as to such rights or claims as may be created by the Settlement. The Released Class Claims do not extend to any other claims, including 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 outside of the Class Period.

5.3. 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”).

5.4. Date Releases are Effective. The released claims described in Paragraph 5 above will be effective upon entry of the Court’s Final Approval Order and Defendants’ full funding of the Gross Settlement Amount.

6. MOTION FOR PRELIMINARY APPROVAL

6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a draft of the notice, and memorandum in support, of the motion for preliminary approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under California Labor Code § 2699(f)(2); (ii) a draft proposed order granting preliminary settlement approval and approving the Class Notice; (iii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other

misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve as the Class Representatives, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel attesting to competency to represent Class Members; timely transmission to the LWDA of all necessary PAGA documents (Plaintiffs' PAGA Notices [Lab. Code § 2699.3(a)], Plaintiffs' complaint alleging a cause of action under PAGA [Lab. Code § 2699(l)(1)], and this Agreement [Lab. Code § 2699(l)(2)]; and all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator. Plaintiffs shall consult with the Court's Checklists for Approval of Class Action Settlements in preparing all documents necessary for obtaining a Preliminary Approval Order. Plaintiffs shall provide Defense Counsel with a draft of the preliminary approval motion and supporting papers (including a proposed preliminary approval order) for review and an opportunity to provide comments at least ten (10) business days prior to the filing of the motion for preliminary approval. The proposed preliminary approval order shall be provided to the Court in a form and content mutually agreed to by the Parties.

6.2. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Court does not grant Preliminary Approval Order outright, or if the Court conditions settlement approval on any material change to Settlement, the Parties will expeditiously work together, and in good faith, to modify the terms of Settlement and/or otherwise address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class

Counsel Fees Payment, Class Counsel Costs Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator, other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1, 26. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Administrator as such. The Parties and Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

1 7.4.2. Using its best efforts to perform as soon as possible, and in no event later than
2 fourteen (14) calendar days after receiving the Class Data, the Administrator will
3 send to all Class Members identified in the Class Data, via first-class USPS mail, the
4 Class Notice with an accurate Spanish translation thereof. The Class Notice shall
5 prominently estimate the dollar amounts of the Individual Class Settlement Share and
6 Individual PAGA Share (if any) payable to the Class Member, and the number of any
7 Workweeks and PAGA Pay Periods (if any) used to calculate these amounts. Before
8 mailing the Class Notice, the Administrator shall update Class Member addresses
9 using the National Change of Address database.

10 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
12 Class Notice using any forwarding address provided by the USPS. If the USPS does
13 not provide a forwarding address, the Administrator shall conduct a Class Member
14 Address Search and shall re-mail the Class Notice to the most current address
15 obtained. The Administrator has no obligation to make further attempts to locate or
16 send Class Notices to Class Members whose Class Notice is returned as undelivered
17 by the USPS a second time.

18 7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for
19 written objections, Workweek and/or PAGA Pay Periods challenges, and Requests
20 for Exclusion will not be extended beyond the forty-five (45) calendar days provided
21 in the initially mailed Class Notice.

22 7.4.5. If the Administrator, Defendants, Defense Counsel, or Class Counsel are contacted
23 by or otherwise discovers any persons who believe they should have been included
24 in the Class Data and should have received a Class Notice, the Parties will
25 expeditiously meet and confer, and in good faith, in an effort to agree on whether to
26 include them as Class Members. If the Parties agree, such persons will be Class
27 Members entitled to the same rights as other Class Members, and the Administrator

will send, via e-mail or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than the Response Deadline.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (i.e., opt-out) from the Class portion of the Settlement may opt-out by sending the Administrator a Request for Exclusion, which is a letter from a Class Member or his/her legal representative that reasonably communicates the Class Member's election to be excluded from the Settlement, provides the Class Member's full name, and references the action *Murrieta et al. v. Stanley Black & Decker, Inc., et al.* (Case No. CIVSB2414301). While unnecessary to be deemed valid, the Request for Exclusion may contain the Class Member's contact information (mailing address, e-mail address, and/or telephone number) to help the Administrator identify the Class Member and contact the Class Member, if necessary, to clarify his or her desire to be excluded. The Request for Exclusion must be signed by the Class Member or his/her legal representative. To be timely, a Request for Exclusion must be faxed, e-mailed, or postmarked by the Response Deadline and returned to the Administrator. The Administrator will notify Class Members in writing of any deficiencies as to a Request for Exclusion, and such Class Members will have seven (7) days from the Administrator's deficiency notice to cure all deficiencies in writing.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded from this Settlement. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's

determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion will be deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.2 above, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion will be deemed to be a Non-Participating Class Member and will not receive an Individual Class Settlement Share or have the right to object to the Class portion of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are Aggrieved Employees will be subject to the Released PAGA Claims identified in Paragraph 5.3 above and will be eligible for an Individual PAGA Share.

7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have the opportunity to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to that individual Class Member as reported in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, e-mail, or postmarked by the Response Deadline. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods reported in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class

Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the Class portion of the Settlement, including by contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Costs Payment, and/or Class Representative Service Payments.

7.7.2. Participating Class Members may object by sending the Administrator a written objection, which is a letter from a Class Member or his/her legal representative that reasonably communicates the Class Member's objection and basis for the objection, provides the Class Member's full name, and references the action *Murrieta et al. v. Stanley Black & Decker, Inc., et al.* (Case No. CIVSB2414301). While unnecessary to be deemed valid, the written objection may contain the Class Member's contact information (mailing address, e-mail address, and/or telephone number) to help the Administrator identify the Class Member and contact the Class Member, if necessary, to clarify his or her objection. The written objection must be signed by the Class Member or his/her legal representative. To be timely, the written objection must be timely faxed, e-mailed, or postmarked by the Response Deadline and returned to the Administrator. In the alternative and/or in addition, Participating Class Members may appear (or hire an attorney to appear on his or her behalf) in Court to present verbal objections at the Final Approval Hearing.

7.7.3. Non-Participating Class Members have no right to object to the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, E-mail Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of this Agreement, the Preliminary Approval Order, the Class Notice, and the

1 Final Approval Order and Judgment. The Administrator will also maintain and
2 monitor an e-mail address and a toll-free telephone number to receive Class Member
3 calls, faxes, and e-mails.

4 7.8.2. Requests for Exclusion (Opt-outs), Exclusion List, and Objections. The
5 Administrator will promptly review, on a rolling basis, Requests for Exclusion and
6 written objections to ascertain their validity and timeliness.

7 7.8.2.1. Weekly Reports. The Administrator must, on a weekly basis, provide
8 written reports to Class Counsel and Defense Counsel that, among other
9 things, tally the number of: Class Notices mailed, re-mailed or returned
10 undelivered, Requests for Exclusion (whether valid or invalid, timely or
11 untimely) received, written objections received (whether valid or invalid,
12 timely or untimely), challenges to Workweeks and/or PAGA Pay Periods
13 received and/or resolved, and checks mailed for Individual Class Settlement
14 Shares and Individual PAGA Shares (“Weekly Reports”). The Weekly
15 Reports must include the Administrator’s assessment of Requests for
16 Exclusion, written objections, and challenges to Workweek and/or PAGA
17 Pay Periods, and attach copies of all Requests for Exclusion and written
18 objections received. All documentation and identification received by the
19 Administrator concerning objections shall be shared with Class Counsel and
20 Defense Counsel.

21 7.8.2.2. Reports After Response Deadline. No later than five (5) business days after
22 the Response Deadline, the Administrator shall e-mail a non-anonymous
23 list to Defense Counsel containing (a) the names and other identifying
24 information of Class Members who have submitted valid and timely
25 Requests for Exclusion (the “Exclusion List”); and (b) the names and other
26 identifying information of Class Members who have submitted invalid
27 and/or untimely Requests for Exclusion.

1 7.8.3. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
2 authority to address and make final decisions, consistent with the terms of this
3 Agreement, regarding all Class Member challenges over the calculation of
4 Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final
5 and not appealable or otherwise susceptible to challenge.

6 7.8.4. Administrator's Declaration. No later than fourteen (14) calendar days before the
7 date by which Plaintiffs are required to file the motion for final approval of the
8 Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
9 signed declaration suitable for filing in Court attesting to its due diligence and
10 compliance with all of its obligations under this Agreement, including, but not
11 limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the
12 re-mailing of Class Notices, attempts to locate Class Members, the Response
13 Deadline, the total number of written objections and Requests for Exclusion from
14 Settlement received (both valid or invalid, timely or untimely). The Administrator
15 will supplement its declaration as needed or as requested by the Parties and/or the
16 Court. Class Counsel is responsible for filing the Administrator's declaration(s) in
17 Court.

18 7.8.5. Final Report by Settlement Administrator. Within ten (10) business days after the
19 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
20 will provide Class Counsel and Defense Counsel with a final report detailing its
21 disbursements by employee identification number only of all payments made under
22 this Agreement. At least fourteen (14) calendar days before any deadline set by the
23 Court, the Administrator will prepare and submit to Class Counsel and Defense
24 Counsel a signed declaration suitable for filing in Court attesting to its disbursement
25 of all payments required under this Agreement. Class Counsel is responsible for
26 filing the Administrator's declaration in Court.

1 **8. ESCALATOR CLAUSE**

2 The Gross Settlement Amount is based on a review of Defendants’ records that as of January 14, 2025,
3 there are approximately 56,818 total Workweeks at issue during the Class Period. If the actual number of
4 workweeks as of the Court’s Preliminary Approval Order is more than 10% of the estimated count (i.e.,
5 if the actual number of workweeks is more than 62,500), Defendants shall have the option to either (a)
6 make a *pro rata* increase to the Gross Settlement Amount for each additional workweek above the 10%
7 escalator or (b) have the release end on the date when the escalator is triggered (i.e., when the number of
8 workweeks reaches 62,501).

9 **9. DEFENDANTS’ RIGHT TO WITHDRAW**

10 If the number of valid and timely Requests for Exclusion exceeds three percent (3%) of the total of all
11 Class Members, Defendants retain the right, in the exercise of their sole discretion, to terminate, nullify, and
12 void this Agreement. Defendants must notify Class Counsel and the Court of their election to nullify the
13 Settlement no later than fourteen (14) calendar days after receipt of the Exclusion List; a late election will
14 have no effect. The Parties agree that if Defendants terminate this Agreement, the Settlement shall be void *ab*
15 *initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform
16 under the Settlement; provided, however, Defendants will remain responsible for paying all 50% of the
17 reasonable settlement administration costs incurred to that point, with Plaintiffs paying the other 50%.

18 **10. MOTION FOR FINAL APPROVAL**

19 No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file
20 in Court a notice and motion for final approval of the Settlement that includes a request for approval of the
21 PAGA portion of the Settlement under California Labor Code § 2699(I) and a proposed order granting final
22 approval and judgment. The proposed order granting final approval and judgment shall be in a form and
23 content mutually agreed to by the Parties. Plaintiffs shall provide Defense Counsel with a draft of the
24 motion for final settlement approval and supporting papers (including a proposed final approval order
25 and judgment) for review and input at least ten (10) business days prior to the filing deadline for the
26 motion.

27 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a

Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval Order outright, or if the Court conditions settlement approval on any material change to Settlement, the Parties will expeditiously work together, and in good faith, to modify the terms of Settlement and/or otherwise address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Costs Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3. Binding and Final Resolution. The Parties agree that upon the Court's Final Approval Order, a judgment will be entered confirming the release of claims described above in Paragraph 5. The Judgment will constitute a binding and final resolution of any and all claims brought by Plaintiffs on behalf of themselves, Participating Class Members, the State of California, and Aggrieved Employees.

10.4. Enforceability and Continuing Jurisdiction. The Parties agree that this Agreement is final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties intend this Agreement to be binding and enforceable unless and until expressly superseded by one or more written Settlement Agreements. The Parties further agree that the San Bernardino Superior Court will have continuing jurisdiction over the Parties, this Agreement, and the Settlement pursuant to California Code of Civil Procedure § 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under the Settlement, the successful party or parties shall be entitled to recover, from the unsuccessful party or parties, reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

10.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Final Approval Order and Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Final Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until the Effective Date, except as to matters that do not affect the amount of the Net Settlement Amount.

10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together, and in good faith, to address the appellate court's concerns and to obtain final approval of the Settlement and entry of Judgment, sharing, on a 50/50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of Judgment within the meaning of this Paragraph, so long as the Gross Settlement Amount is not reduced.

11. AMENDED JUDGMENT

If any amended judgment is required under California Code of Civil Procedure § 384, the Parties will expeditiously work together, and in good faith, to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. Defendants' signatures on the MOU and this Agreement are not, and shall not be construed as, an admission of liability. Defendants expressly deny that any of them violated any law, breached any agreement or obligation to any Plaintiffs or to the Class

Members, or engaged in any wrongdoing with respect to Plaintiffs and/or the Class Members. Likewise, Plaintiffs' signatures on the MOU and this Agreement are not, and shall not be construed as, an admission of the merits of Defendants' defenses in the Actions. The Parties agree that neither the MOU, this Agreement, nor any Settlement Agreement subsequently entered into by and between the Parties, nor any actions undertaken by Defendants in satisfaction of the MOU, this Agreement, or any subsequent Settlement Agreement entered into by and between the Parties, shall constitute, or be construed as, an admission of any liability or wrongdoing. The MOU, this Agreement, and any subsequent Settlement Agreement entered into by and between the Parties shall be inadmissible in any proceeding other than as necessary to enforce it. If the Court does not grant approval of the Settlement, neither the MOU, this Agreement, nor any documents prepared or submitted to the Court relating to the Settlement shall have any impact on or be used for any purpose in litigation of the Actions, or in any other litigation. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant preliminary and/or final approval of the Settlement or enter Judgment, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions; and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses.

12.2. Return to Status Quo if Settlement Not Approved. If, for any reason, the Court denies final approval of the Settlement or an appeal leaves the Settlement unenforceable, the Settlement shall be void and the Parties shall be returned to the same positions as existed at the time of the MOU.

12.3. Confidentiality. Plaintiffs and Class Counsel shall keep confidential all settlement communications regarding the negotiation and drafting of the MOU and this Settlement Agreement. In response to any inquiries, Plaintiffs and Class Counsel will state that "the case was resolved," or something to that effect. Plaintiffs and Class Counsel will not report the

1 settlement or its content in any medium or in any publication, will not post or report anything
2 regarding the claims of Plaintiffs or Class Members online or through social media, and will
3 not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing,
4 Class Counsel is authorized to make a limited disclosure to the courts and the LWDA for
5 purposes of obtaining settlement approval. This disclosure is limited to court filings and
6 electronic submission of settlement documents to the LWDA. Furthermore, nothing in this
7 Paragraph is intended to prohibit: (i) Plaintiffs from discussing this Settlement with their
8 immediate family members, attorneys, or tax advisors; (ii) Class Counsel from citing the
9 Settlement as evidence supporting their competence as counsel in wage/hour and/or class
10 and/or PAGA action matters; (iii) Class Counsel from meeting any fiduciary duties owed
11 to Class Members; (iv) Class Counsel from communicating with Plaintiffs in this case,
12 the LWDA, or with the courts in either of the Actions; or (v) a response to a court order
13 or subpoena. To the extent permitted by law, all agreements made and orders entered during
14 the Action and in this Agreement relating to the confidentiality of information shall survive
15 the execution of this Agreement.

16 12.4. No Solicitation. The Parties agree that they and their respective counsel will not solicit any
17 Class Member to opt out of or object to the Settlement or appeal from the Final Approval
18 Order and Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's
19 ability to communicate with Class Members in accordance with any ethical and obligations
20 that Class Counsel owe to Class Members.

21 12.5. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
22 Agreement, together with its attached exhibit(s), shall constitute the entire agreement
23 between the Parties relating to the Settlement, superseding any and all oral representations,
24 warranties, covenants, or inducements made to or by any Party.

25 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

12.7. Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, and in good faith, to implement the Settlement by, among other things, modifying this Agreement and/or submitting supplemental evidence and supplemental points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

12.9. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “Acknowledging Party” and each Party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees that: No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended); The Acknowledging Party (a) has relied exclusively upon his or its own independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and No attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or advisor’s tax strategies

(regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, or changed only by an express written instrument signed by all Parties and their representatives, and as approved by the Court.

12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each Party.

12.12. Applicable Law and Cooperation in Drafting. The Parties agree that the MOU and this Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles. Further, the Parties have cooperated in the drafting and preparation of the MOU and this Agreement, and therefore, the MOU and this Agreement will not be construed against any Party on the basis that the Party was a drafter and participated in the preparation of the MOU and this Agreement.

12.13. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants or Defense Counsel in connection with the mediation, other settlement negotiations or in connection with the Settlement, may be used only with respect to this Actions and the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

12.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal court holiday, such date or deadline shall be on the first business day thereafter.

12.16. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by USPS mail, or the day sent by e-mail or messenger, addressed as follows:

To Plaintiffs:

MOON LAW GROUP, PC

725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Kane Moon (E-mail: kmoon@moonlawgroup.com)
Allen Feghali (E-mail: afeghali@moonlawgroup.com)
Charlotte Mikat-Stevens (E-mail: cmikat-stevens@moonlawgroup.com)

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
La Jolla, CA, 92037
Norman B. Blumenthal (E-mail: norm@bamlawca.com)
Kyle R. Nordrehaug (E-mail: kyle@bamlawca.com)
Aparajit Bhowmik (E-mail: aj@bamlawca.com)
Nicholas J. De Blouw (E-mail: deblouw@bamlawca.com)
Piya Mukherjee (E-mail: piya@bamlawca.com)

To Defendants:

JONES DAY

555 South Flower St., Fiftieth Floor
Los Angeles, California 90071
Amanda C. Sommerfeld (E-mail: asommerfeld@jonesday.com)

JONES DAY

3161 Michelson Drive, Suite 800
Irvine, California 92612
Aileen H. Kim (E-mail: aileenkim@jonesday.com)
Courtney P. O'Connor (E-mail: courtneyoconnor@jonesday.com)

12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or e-mail, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. Each signatory below warrants and represents s/he is authorized to enter into this Agreement and bind each respective Party hereto.

12.18. Stay of Litigation. The Parties agree that upon the date of the final signature affixed to the MOU by a Party (January 21, 2025), the Actions shall be stayed except to effectuate the terms of this Settlement. This stay shall include a stay on Defendants' responsive pleading deadline and Defendants' formal discovery responses. The Parties further agree that pursuant to California Code of Civil Procedure § 583.330, the date to bring a case to trial under California Code of Civil Procedure § 583.310 shall be extended for the duration of the settlement process.

THE PARTIES REPRESENT THAT THEY HAVE EACH CAREFULLY READ THIS AGREEMENT AND KNOW ITS CONTENTS AND FULLY UNDERSTAND IT; THAT THE PARTIES HAVE HAD THE OPPORTUNITY TO HAVE IT TRANSLATED INTO EACH PARTY'S DESIRED LANGUAGE; THAT THE PARTIES HAVE HAD THE OPPORTUNITY TO HAVE ALL OF THE TERMS OF THIS AGREEMENT FULLY EXPLAINED TO THEM BY AN ATTORNEY OF THEIR CHOOSING, OR HAVE VOLUNTARILY CHOSEN TO EXECUTE THIS AGREEMENT WITHOUT CONSULTING AN ATTORNEY; THAT THE PARTIES FULLY UNDERSTAND THE AGREEMENT'S FINAL AND BINDING EFFECT; THAT THE ONLY PROMISES MADE TO EACH PARTY TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT; AND THAT THE PARTIES ARE SIGNING THIS AGREEMENT VOLUNTARILY ON THE DATES INDICATED BELOW.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date(s) indicated below:

AGREED AND UNDERSTOOD BY:

Plaintiffs:

Dated: _____

By: _____
Enrique Murrieta

Dated: 03/12/2025

By: 
Steve Hundley (Mar 12, 2025 10:02 PDT)
Steve Hundley

Defendants:

Dated: _____

By: _____
Defendant Stanley Black & Decker, Inc.

Theodore C. Morris
Assistant Secretary

12.18. Stay of Litigation. The Parties agree that upon the date of the final signature affixed to the MOU by a Party (January 21, 2025), the Actions shall be stayed except to effectuate the terms of this Settlement. This stay shall include a stay on Defendants' responsive pleading deadline and Defendants' formal discovery responses. The Parties further agree that pursuant to California Code of Civil Procedure § 583.330, the date to bring a case to trial under California Code of Civil Procedure § 583.310 shall be extended for the duration of the settlement process.

THE PARTIES REPRESENT THAT THEY HAVE EACH CAREFULLY READ THIS AGREEMENT AND KNOW ITS CONTENTS AND FULLY UNDERSTAND IT; THAT THE PARTIES HAVE HAD THE OPPORTUNITY TO HAVE IT TRANSLATED INTO EACH PARTY'S DESIRED LANGUAGE; THAT THE PARTIES HAVE HAD THE OPPORTUNITY TO HAVE ALL OF THE TERMS OF THIS AGREEMENT FULLY EXPLAINED TO THEM BY AN ATTORNEY OF THEIR CHOOSING, OR HAVE VOLUNTARILY CHOSEN TO EXECUTE THIS AGREEMENT WITHOUT CONSULTING AN ATTORNEY; THAT THE PARTIES FULLY UNDERSTAND THE AGREEMENT'S FINAL AND BINDING EFFECT; THAT THE ONLY PROMISES MADE TO EACH PARTY TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT; AND THAT THE PARTIES ARE SIGNING THIS AGREEMENT VOLUNTARILY ON THE DATES INDICATED BELOW.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date(s) indicated below:

AGREED AND UNDERSTOOD BY:

Plaintiffs:

Dated: Mar 19, 2025

By: 
Enrique Murrieta (Mar 19, 2025 09:44 PDT)

Dated: _____

By: _____
Steve Hundley

Defendants:

Dated: _____

By: _____
Defendant Stanley Black & Decker, Inc.

Theodore C. Morris
Assistant Secretary

12.18. Stay of Litigation. The Parties agree that upon the date of the final signature affixed to the MOU by a Party (January 21, 2025), the Actions shall be stayed except to effectuate the terms of this Settlement. This stay shall include a stay on Defendants' responsive pleading deadline and Defendants' formal discovery responses. The Parties further agree that pursuant to California Code of Civil Procedure § 583.330, the date to bring a case to trial under California Code of Civil Procedure § 583.310 shall be extended for the duration of the settlement process.

THE PARTIES REPRESENT THAT THEY HAVE EACH CAREFULLY READ THIS AGREEMENT AND KNOW ITS CONTENTS AND FULLY UNDERSTAND IT; THAT THE PARTIES HAVE HAD THE OPPORTUNITY TO HAVE IT TRANSLATED INTO EACH PARTY'S DESIRED LANGUAGE; THAT THE PARTIES HAVE HAD THE OPPORTUNITY TO HAVE ALL OF THE TERMS OF THIS AGREEMENT FULLY EXPLAINED TO THEM BY AN ATTORNEY OF THEIR CHOOSING, OR HAVE VOLUNTARILY CHOSEN TO EXECUTE THIS AGREEMENT WITHOUT CONSULTING AN ATTORNEY; THAT THE PARTIES FULLY UNDERSTAND THE AGREEMENT'S FINAL AND BINDING EFFECT; THAT THE ONLY PROMISES MADE TO EACH PARTY TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT; AND THAT THE PARTIES ARE SIGNING THIS AGREEMENT VOLUNTARILY ON THE DATES INDICATED BELOW.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date(s) indicated below:

AGREED AND UNDERSTOOD BY:

Plaintiffs:

Dated: _____

By: _____
Enrique Murrieta

Dated: _____

By: _____
Steve Hundley

Defendants:

Dated: March 19, 2025

By: 
Defendant Stanley Black & Decker, Inc.

Theodore C. Morris
Assistant Secretary

1 Dated: March 18, 2025

By: Michael W. Dixon

Defendants Moeller Manufacturing & Supply,
LLC and Bristol Industries, LLC

Michael Dixon
Assistant Secretary

2
3
4
5 **APPROVED AS TO FORM ONLY BY:**

6 **Plaintiffs' Counsel:**

7 Dated: 03/19/2025

MOON LAW GROUP, PC

8
9 By: 

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff Enrique Murrieta

12 Dated: _____

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

14 By: _____
15 Norman B. Blumenthal
16 Kyle R. Nordrehaug
17 Aparajit Bhowmik
18 Nicholas J. De Blouw
19 Piya Mukherjee
Attorneys for Plaintiff Steve Hundley

18 **Defendants' Counsel:**

19 Dated: 03/19/25

JONES DAY

20
21 By: 

Amanda C. Sommerfeld
Aileen H. Kim
Courtney P. O'Connor
*Attorneys for Defendants Stanley Black &
Decker, Inc.; Moeller Manufacturing & Supply,
LLC; and Bristol Industries, LLC*

1 Dated: _____

By: _____

Defendants Moeller Manufacturing & Supply,
LLC and Bristol Industries, LLC

Michael Dixon
Assistant Secretary

5 **APPROVED AS TO FORM ONLY BY:**

6 **Plaintiffs' Counsel:**

7 Dated: _____

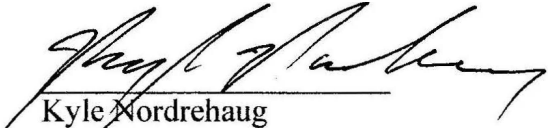
MOON LAW GROUP, PC

9 By: _____

10 Kane Moon
11 Allen Feghali
12 Charlotte Mikat-Stevens
13 *Attorneys for Plaintiff Enrique Murrieta*

12 Dated: 3/19/25

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

14 By: 

15 Kyle Nordrehaug
16 Aparajit Bhowmik
17 Nicholas J. De Blouw
18 Piya Mukherjee
19 *Attorneys for Plaintiff Steve Hundley*

18 **Defendants' Counsel:**

19 Dated: _____

JONES DAY

21 By: _____

22 Amanda C. Sommerfeld
23 Aileen H. Kim
24 Courtney P. O'Connor
25 *Attorneys for Defendants Stanley Black &*
26 *Decker, Inc.; Moeller Manufacturing & Supply,*
27 *LLC; and Bristol Industries, LLC*

EXHIBIT A

COURT-APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Murrieta et al. v. Stanley Black & Decker, Inc., et al.
San Bernardino County Superior Court of California - Case No. CIVSB2414301

IF YOU WERE EMPLOYED BY MOELLER MANUFACTURING & SUPPLY, LLC, BRISTOL INDUSTRIES, LLC, OR STANLEY BLACK & DECKER, INC. AND/OR ANY OF ITS SUBSIDIARIES AS A NON-EXEMPT EMPLOYEE WHO WORKED IN CALIFORNIA ANY TIME FROM FEBRUARY 22, 2023 THROUGH <DATE OF ENTRY OF PRELIM APPROVAL ORDER OR EARLIER DATE PER ESCALATOR>, YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

The Court approved this Notice. This is not an advertisement. Read this Notice carefully.
You are not being sued. However, your legal rights are affected whether or not you act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if approved. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a payment from the Settlement.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendants for the claims released in this Settlement.
OBJECT	You may object to this Settlement; the Court may or may not agree with your objection. This will not exclude you from receiving a payment from the Settlement.

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the Settlement Class in this action. This Notice will explain the Settlement's terms and the amount of money you may receive under the Settlement.

The "Settlement Class" is comprised of all current and former non-exempt employees of any Defendant or any subsidiary of Defendant Stanley Black & Decker, Inc., who worked in California at any time during the Class Period ("Class Members"). The "Class Period" is February 22, 2023, through <date of entry of Prelim Approval Order or earlier date per Escalator Clause>. The named "Defendants" are Moeller Manufacturing & Supply, LLC ("Moeller"), Stanley Black & Decker, Inc. ("SBD"), and Bristol Industries, LLC ("Bristol"). SBD's subsidiaries include Aerofit, LLC, Consolidated Aerospace Mfg. LLC, 3-V Fastener Co., Inc., Black & Decker (U.S.) Inc., Emhart Technologies, LLC (aka Stanley Engineered Fastening, LLC), Nelson Stud Welding, Inc., Stanley Industrial & Automotive, LLC, and Stanley Infrastructure, LLC.

There was a Preliminary Approval hearing on XXXX XX, 2025, at XXXX a.m./p.m., in the San Bernardino County Superior Court. The Court determined only that the Settlement appears to be fair, adequate, and reasonable as to Class Members. A final determination of the issues will be made at the Final Approval Hearing. The Court also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the Settlement on _____, 2025, at _____ a.m./p.m. in Department S14 of the San Bernardino County Superior Court located at 247 West 3rd St, San Bernardino, California 92415.

The Final Approval Hearing may be continued to another date without further notice to you. Class Members may (but are not required to) appear remotely at the Final Approval Hearing and should contact the court clerk for Department S14 at (909) 521-3495 for instructions on how to remotely appear or verify the hearing date and time.

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the settlement for release of the civil penalties claim under the California Private Attorneys General Act.

2. *What Is the Case About?*

Collectively, Plaintiffs contend that Defendants violated the California Labor Code as follows: (1) Failure to pay minimum wages, (2) Failure to pay overtime compensation, (3) Failure to provide meal periods, (4) Failure to authorize and permit rest periods, (5) Failure to indemnify necessary business expenses, (6) Failure to timely pay all wages when due during employment or final wages at termination, (7) Failure to provide accurate itemized wage statements, (8) Failure to pay sick pay wages, and (9) Violations of Business and Professions Code sections 17200, *et seq.*, for the Labor Code violations asserted. Plaintiffs also seek civil penalties related to those theories under the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”), which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (“LWDA”) and on behalf of other Aggrieved Employees.

The “Aggrieved Employees” under the Settlement are all current and former non-exempt employees of any Defendant or any subsidiary of SBD who worked in California at any time during the PAGA Period. The “PAGA Period” is May 5, 2023, through **<date of entry of Prelim Approval Order or earlier date per Escalator Clause>**.

Defendants deny the allegations raised in the lawsuit and believe they have no liability for any of these claims. Defendants reserve the right to object to and defend themselves against any claim if, for any reason, the Settlement fails.

The Parties reached a Settlement subject to Court approval as represented in the Class and Representative Action Settlement Agreement (“Settlement Agreement”). Class Counsel believe that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendants do not admit, concede, or imply that they have done anything wrong or legally actionable, and Plaintiffs do not concede that any of Defendants’ defenses have merit.

3. *Who Are the Plaintiffs and Class Counsel in This Class Action?*

Enrique Murrieta and Steve Hundley are the Plaintiffs and Class Representatives in this class action lawsuit. They are representing your interests as a Class and PAGA representative. Plaintiffs filed separate class actions against Defendants. Plaintiffs’ actions were consolidated in this Court, for purposes of Settlement only, by way of the Second Amended Class and Representative Action Complaint that was filed on **<DATE>** (“Operative Complaint”).

Plaintiffs and the Class are represented by “Class Counsel”: **Kane Moon, Allen Feghali, Charlotte Mikat-Stevens; Moon Law Group, PC; 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017; Tel.: (213) 232-3128, Email: kmoon@moonlawgroup.com; afeghali@moonlawgroup.com; cmikat-stevens@moonlawgroup.com.**

4. *How Much Is the Settlement For and How Much Am I Expected to Receive?*

Defendants will pay a “Gross Settlement Amount” of \$1,250,000, which includes all settlement payments to Class Members and Aggrieved Employees, attorneys’ fees and litigation costs, costs of administering the Settlement, a payment to the LWDA under PAGA, the Class Representatives’ enhancement payment, and Defendants’ payroll taxes for Individual Class Settlement Shares.

The attorneys for the Settlement Class will be paid from the Gross Settlement Amount. The attorneys are seeking a fee not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$416,666.67, as well as reimbursement of their actual litigation costs not to exceed \$40,000. Plaintiffs are seeking a Service Payment from the Settlement not to exceed \$20,000 each (or \$40,000 collectively) for their service as the Class Representatives. The Parties are asking that \$125,000 of the Gross Settlement Amount be allocated to settle the PAGA claim, with 75% (\$93,750) to be paid to the LWDA, and the remaining 25% (\$31,250) to be distributed among Aggrieved Employees through Individual PAGA Shares based on the number of pay periods worked during the PAGA Period. Finally, the Settlement Administrator estimates that the cost of

administration will not exceed \$12,000. After all of these amounts are deducted from the Gross Settlement Amount, Defendants' payroll taxes will be deducted and the remainder will be available for distribution to Participating Class Members through Individual Class Settlement Shares. "Participating Class Members" are those who do not opt out of the Settlement Class.

Defendants' records indicate that you worked approximately [redacted] **workweeks** between February 22, 2023 and **<the date of entry of the Court's Preliminary Approval Order or earlier date per Escalator Clause>**. Based on these records, your estimated Individual Class Settlement Share as a Class Member will be \$ [redacted]. Actual amounts may vary and are subject to standard wage withholdings. Twenty percent of your Individual Class Settlement Share will be treated as wages for tax purposes and reported on an IRS Form W-2, and the remaining eighty percent will be treated as penalties and interest and reported on an IRS Form 1099.

Defendants' records indicate that you worked approximately [redacted] **pay periods** between May 5, 2023 and **<the date of entry of the Court's Preliminary Approval Order or earlier date per Escalator Clause>**. Based on these records, your estimated Individual PAGA Share will be \$ [redacted]. (If no amount is stated, that is because Defendants' records do not show that you worked during the PAGA Period.) Actual amounts may vary. Your Individual PAGA Share will be treated one hundred percent as penalties for tax purposes and reported on an IRS Form 1099.

If you believe the workweek and pay period information shown above is correct, you do not need to do anything.

If you believe the workweek or pay period information shown above is not correct, you should submit a written workweek dispute stating why you believe the listed workweeks or pay periods are not correct and provide supporting records showing the number of workweeks you believe you worked during the Class Period or pay periods you believe you worked during the PAGA Period. The workweek dispute must be sent to the Settlement Administrator (whose contact information is listed below) by email, by fax, or by mail postmarked no later than [redacted], 2025. The Settlement Administrator will review the records you provide to resolve the dispute and will make the final determination.

NOTE: UNLESS YOU DISPUTE THE WORKWEEK/PAY PERIOD INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU ARE EXPECTED TO RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE ESTIMATED AMOUNTS SET FORTH ABOVE. ALSO, EVEN IF YOU OPT OUT OF THE CLASS SETTLEMENT, YOU ARE STILL EXPECTED TO RECEIVE AN INDIVIDUAL PAGA SHARE BASED ON THE ESTIMATED AMOUNT SET FORTH ABOVE.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

The front of every check issued to you will show the date when the check expires (also known as the void date). If you don't cash your check by the void date, it will be automatically canceled, and the money will be deposited with the California Controller's Unclaimed Property Fund in your name by the Settlement Administrator.

5. What are my Rights Regarding this Settlement?

OPTION 1: Participate in the Settlement, Receive a Payment, and Release Your Individual Claims

Under the Settlement, you will automatically receive a settlement payment unless you opt out by following the opt-out procedure set forth below. If you believe the workweek information above is correct, DO NOTHING. You will receive a check. If you believe the workweek information above is incorrect, submit a workweek dispute as explained above. The Settlement Administrator will advise you of the outcome. You will receive a payment if the Court grants final settlement approval, the Settlement becomes effective, and Defendants fund the Gross Settlement Amount. Please be patient. This will take time.

OPTION 2: Object to the Settlement (But Remain In the Class)

Only if you wish to object to the Settlement, you must submit a written Objection stating why you object to the Settlement. This means that you do NOT want the Settlement to be approved by the Court. The Objection must be signed by you (or your legal representative) and should include your full name, the basis for your Objection, and reference the lawsuit as: *Murrieta*

et al. v. Stanley Black & Decker, Inc., et al. (Case No. CIVSB2414301). Your Objection should also include your address, email, or telephone number. The Objection must be sent to the Settlement Administrator (whose contact information is listed below) by email, by fax, or by mail postmarked no later than [REDACTED], 2025. Your Objection will be submitted to the Court for the Court's consideration and determination whether to finally approve the Settlement.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED], 2025, at [REDACTED] a.m./p.m. in Department S14, of the San Bernardino County Superior Court and discuss your objections with the Court and the Parties. You may appear on your own or through an attorney retained by you at your own expense. Be advised that the Final Approval Hearing may be continued to another date or time without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU ARE STILL EXPECTED TO RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT OVER YOUR OBJECTION.

OPTION 3: Exclude Yourself from The Settlement; Receive No Payment, But Retain Your Individual Right to Sue

If you wish to be excluded from participating in the Settlement, you must complete and sign a written Request for Exclusion to the Settlement Administrator via email, mail, or fax requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you (or your legal representative), contain your full name, and reference the lawsuit as: *Murrieta et al. v. Stanley Black & Decker, Inc., et al.* (Case No. CIVSB2414301). Your Request for Exclusion should also include your address, email, or telephone number. Your Request for Exclusion must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be sent to the Settlement Administrator (whose contact information is listed below) by email, by fax, or by mail postmarked no later than [REDACTED], 2025. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be in the Class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement, *except* you are still expected to receive an Individual PAGA Share if eligible and you will still be bound by the Released PAGA Claims (as defined below). This means that you will not be bound by the terms of the Settlement and may pursue any valid claims that you may have (other than under PAGA), at your own expense, against Defendants and the Released Parties (as defined below).

Effect of the Settlement on Your Rights

NO MATTER WHICH OPTION YOU CHOOSE: If you are a current employee of Defendants or seeking reemployment, your choice above will not affect or in any way impact your employment.

Upon final approval of the Settlement by the Court and Defendants' full funding of the Gross Settlement Amount, all Participating Class Members, 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, will be deemed to have released the Released Parties from all Released Class Claims, and all Aggrieved Employees and the LWDA will be deemed to have released the Released Parties from all Released PAGA Claims, as defined below.

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

"Released Class Claims" means 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 Complaint and occurring during the Class Period, including but not limited to claims for failure to fully and timely pay all minimum, straight and overtime wages

due, during employment and at termination, whether that failure to pay all wages due was caused by inaccurate timekeeping, off-the-clock work, the calculation of any wage rates due during employment or at termination, withholding of wages and/or unlawful deductions from wages, unpaid or underpaid meal and rest period premiums, on-call or reporting time practices, or unpaid or underpaid vacation, paid time off, or holiday wages (e.g., claims based on Cal. Lab. Code §§ 201, 202, 203, 204, 210, 216, 218, 221, 222, 223, 226.7, 227.3, 256, 510, 512, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802); failure to provide meal and rest periods (e.g., claims based on Cal. Lab. Code §§ 226.7, 512, 558); failure to reimburse all necessary business expenses (e.g., claims based on Cal. Lab. Code § 2802); failure to provide accurate wage statements and/or maintain records (e.g., claims based on Cal. Lab. Code §§ 226, 226.2, 226.3, 247.5, 1174, 1198); failure to provide paid sick leave and/or correctly calculate sick leave (e.g., claims based on Cal. Lab. Code §§ 233, 246, 246.5, 247, 248.5, 248.6); unlawful imposition of quotas and production demands (e.g., claims brought under Cal. Lab. Code §§ 2100, *et seq.*); any violation of the applicable IWC California Wage Orders based on the foregoing claims, as well as claims for suitable seating under sections 14(A) and (B) of the relevant Wage Order, California Code of Regulations, Title 8 §§ 11000, *et seq.*, Business & Professions Code §§ 17200, *et seq.*, and any related damages, penalties, restitution, equitable relief, disgorgement, interest, or attorneys' fees arising during the Class Period. Plaintiffs and Participating Class Members shall be permanently barred and enjoined from the institution or prosecution of any and all Released Class Claims against the Released Parties, except as to such rights or claims as may be created by the Settlement. The Released Class Claims do not extend to any other claims, including 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 outside of the Class Period.

"Released PAGA Claims" means 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.

6. *What If I Lose My Settlement Check or Tax Forms?*

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date that is stated on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov or (916) 445-5361 for instructions on how to retrieve the funds. The Settlement Administrator will also replace any tax forms that you have lost.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel by calling (213) 232-3128 or emailing cmikat-stevens@moonlawgroup.com. You may also contact the Settlement Administrator at the contact information listed below.

Phoenix Settlement Administrator

[ADDRESS]

[PHONE NUMBER]; [FAX]

[WEBSITE]

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the Settlement Administrator, found at [XXXXXXX](#).

DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.