

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

Attorneys for Plaintiff Enrique Murrieta

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (SBN 280922)
Piya Mukherjee (State Bar #274217)
piya@bamlawca.com
2255 Calle Clara
La Jolla, CA, 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff Steve Hundley

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

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

Plaintiff,

vs.

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

Defendants

Case No.: CIVSB2414301

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

[PROPOSED] JUDGMENT

FINAL APPROVAL HEARING:

Date: October 31, 2025

Time: 8:30 a.m.

Dept.: S14

Action Filed: May 10,

2024 Trial Date: Not set

1 **PROPOSED JUDGMENT**

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

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

15 1. The Court has granted Plaintiffs' Motion by way of an Order Granting Motion for Final
16 Approval of Class and Representative Action Settlement (the "Final Approval Order"). The Final Approval
17 Order is incorporated herein in its entirety.

18 2. The Court now enters Judgment. The Judgment set forth herein is intended to be a final
19 disposition of the Action in its entirety and is intended to be immediately appealable. All capitalized terms
20 used for purposes of this Judgment have the same meaning as given in the Settlement, unless otherwise
21 indicated.

22 3. In accordance with and for the reasons stated in the Final Approval Order, this Judgment is
23 entered whereby Plaintiffs, Class Counsel, Settlement Class Members and/or Aggrieved Employees, and the
24 California Labor and Workforce Development Agency (the "LWDA") shall take nothing from Defendants,
25 except as expressly set forth in the Settlement.

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

28 5. The terms and obligations set forth in the Settlement are deemed part of the Final

1 Approval Order and this Judgment, and the Parties and Administrator are ordered to carry out the
2 Settlement accordingly.

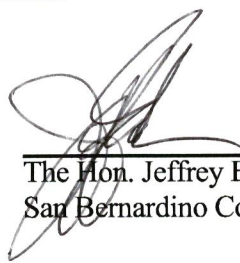
3 6. Each Party is to bear their own costs and attorneys' fees, except as otherwise provided by
4 the Settlement, the Final Approval Order, or this Judgment and as approved by the Court.

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

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

19 **JUDGMENT IS SO ENTERED.**

20 Dated: 10/31/25



Jeffrey R. Erickson

The Hon. Jeffrey Erickson
San Bernardino County Superior Court Judge