

THE CIRCUIT COURT OF BALTIMORE COUNTY, MARYLAND

MICHAEL STARKE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STANLEY BLACK & DECKER, INC.

Defendant.

Case No. C-03-CV-21-001091

**ORDER AND FINAL JUDGMENT GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

Michael Starke (“**Plaintiff**”), and Stanley Black & Decker, Inc. (“**Black & Decker**” or “**Defendant**”) entered into a Settlement Agreement (the “**Settlement Agreement**”), to fully and finally resolve Plaintiff’s claims against Defendant.

On October 14, 2021, this Court entered an Order Granting Plaintiff’s Motion for Preliminary Approval to Class Settlement and Approval of Settlement Administrator and Notice Plan (the “**Preliminary Approval Order**”). Among other things, the Preliminary Approval Order authorized Plaintiff to disseminate notice of the settlement, the Final Approval Hearing, and related matters to the Settlement Class.

On March 7, 2022, Plaintiff submitted his Motion for Final Approval of the Class Action Settlement (the “**Motion**”). No valid objections were submitted.

On March 18, 2022, this Court held a Final Approval Hearing to determine whether the terms of the Settlement Agreement were fair, reasonable, and adequate for the settlement of all claims asserted by the Settlement Class against Defendant.

This Court has considered the Motion, the lack of any valid objections from the Settlement Class, oral argument presented at the Final Approval Hearing, and the complete record and files in this Action.

THEREFORE, IT IS ORDERED, AJUDGED, AND DECREED:

1. This Court has subject-matter jurisdiction over this Action pursuant to Md. Code Ann., Cts. & Jud. Proc. § 21-501 and personal jurisdiction over the Parties, including all Settlement Class Members, for all matters relating to this Action and the settlement, including, without limitation, the administration, interpretation, effectuation, and/or enforcement of the settlement, and this Final Approval Order.

2. This Final Approval Order incorporates the Settlement Agreement and the Preliminary Approval Order. Unless otherwise defined herein, capitalized terms have the same meanings as defined in the Settlement Agreement.

I. FINAL APPROVAL OF SETTLEMENT

3. The provisions of the Settlement Agreement are hereby finally approved in all respects. Upon review of the record, including the Preliminary Approval Order, the arguments and information presented at the March 18, 2022 Final Approval Hearing, and the findings made as a result of the March 18, 2022 Final Approval Hearing, the Court concludes that the settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class and Black & Decker. Accordingly, the settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth therein, and the Clerk for the Circuit Court for Baltimore County is directed to enter and docket this Judgment in the Action.

II. CERTIFICATION OF THE SETTLEMENT CLASS

4. In the Preliminary Approval Order, the Court certified the following Settlement Class:

All Persons who purchased one or more Covered Products during the Class Period. Excluded from the Settlement Class are: (i) all Persons who purchased or acquired the Covered Products for resale; (ii) Defendant and its employees; (iii) any Person who properly and timely opts out pursuant to this Agreement; (iv) federal, state, and local governments (including all agencies and subdivisions thereof (but employees thereof are not excluded); and (v) any judge who presides over the consideration of whether to approve the settlement of this class action and any member of their immediate family.

“Covered Products” means and refers to Titanium (T) and Cobalt (C) drill bits sold under the DEWALT (T/C), Bostitch (T), Craftsman (T/C), Irwin (T/C), MAC Tools (T/C), Matco (C) and Titanium saw blades sold under the DEWALT and Lenox brands.

“Class Period” means and refers to six years prior to the filing of the Complaint through the entry of the Preliminary Approval Order

5. Certification of the Settlement Class is hereby reaffirmed as a final Settlement Class pursuant to Maryland Rule 2-231 for the same reasons set forth in the Court’s Preliminary Approval Order.

6. The Court previously appointed Michael Starke as Class Representative of the Settlement Class, and hereby reaffirms that appointment.

7. The Court previously appointed The Sultzer Law Group P.C. and Tydings & Rosenberg, LLP as Settlement Class Counsel, and hereby reaffirms that appointment.

8. The Court finds, solely for the purpose of effectuating the settlement, that (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact that are common to the Settlement Class, and that those questions of law and fact predominate over any questions affecting any individual Settlement Class Member; (c) Plaintiff’s claims are typical of the claims of the Settlement Class Members they seek to represent

for purposes of the settlement; (d) Plaintiff and Settlement Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so; and (e) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Maryland Rule 2-231.

9. If the Effective Date does not occur, then certification of the Settlement Class shall be deemed null and void as to the parties subject to the Settlement Agreement without the need for further action by this Court.

III. CLASS NOTICE

10. The Preliminary Approval Order approved the Notice Plan as outlined in the Settlement Agreement providing the methods by which Plaintiff would provide the Settlement Class with notice of the Settlement Agreement, the Final Approval Hearing, and related matters, and which is incorporated by reference.

11. The Notice Plan provided for notice through direct notice through mailed and/or electronic mail for identified Settlement Class Members; notice through electronic media—such as Google and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

12. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Action and the terms of the Settlement Agreement, their right to exclude themselves from the settlement, or to object to any

part of the settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class; (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of Maryland Rule 2-231, due process, and any other applicable law. The Court notes that no valid objection was submitted concerning the Notice Plan.

13. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the Final Approval Hearing, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order and Final Judgment except for Andrew Perrong, who timely and validly opted out of the settlement.

14. No Settlement Class Member is relieved from the terms of the Settlement Agreement, including the Release provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual notice of the settlement. A full opportunity has been offered to Settlement Class Members to object to or opt out of the proposed Settlement Agreement and to participate in the Final Approval Hearing thereon.

15. Any Settlement Class Member who did not submit a timely and valid Claim Form is not entitled to receive any benefit from the settlement, but is otherwise bound by all of the terms in the Settlement Agreement, including the terms of the Final Judgment and the Release provided for in the Settlement Agreement, and therefore is barred from bringing or participating in any action in any forum against the Released Parties concerning the Released Claims.

IV. OTHER PROVISIONS

16. This Action is hereby dismissed with prejudice on the merits and without costs to any Party or Person, except as otherwise provided herein or in the Settlement Agreement.

17. As of the Effective Date, except for the obligation and rights created by the Settlement Agreement, the Settlement Class and its members, agents, attorneys, partners, joint venturers, affiliates, predecessors, successors, spouses, heirs, assigns, insurers, and any other Persons or entities claiming by or through the Settlement Class in their capacities as such (“Releasing Parties”) hereby release and absolutely and forever discharge Defendant and all Persons (“Released Parties”) from any claim, liability, right, demand, suit, matter, obligation, lien, damage, punitive damage, exemplary damage, penalty, loss, cost, expense, debt, action, or cause of action, of every kind and/or nature whatsoever whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, which any Releasing Party now has, or at any time ever had, regardless of legal theory or type or amount of relief or damages claimed, which: (i) in any way arises out of, is based on, or relates in any way to representations pertaining to Titanium and Cobalt on Covered Products; and/or (ii) is asserted in the Complaint filed in this Action (“Released Claims”).

18. Released Claims shall not include any claims for personal injury.

19. To the fullest extent permitted by law, in connection with the Released Claims, the Releasing Parties waive and relinquish any and all rights or benefits they have or may have under California Civil Code Section 1542, or any comparable provision of state or federal law, with regard to the Released Claims. California Civil Code Section 1542 provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The Settlement Class Representative acknowledges that he and Settlement Class members and/or their attorneys may hereafter discover claims or facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but it is their intention to fully, finally, and forever settle and release any and all Released Claims described herein, whether known or unknown, suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In furtherance of this intention, the releases contained in this Agreement shall be and remain in effect as full and complete releases of the Released Claims by the Releasing Parties without regard to the subsequent discovery or existence of such different or additional claims or facts.”

20. This Judgment shall not be deemed a presumption, concession, or admission by any party of any fault, liability, or wrongdoing, or lack of merit as to any facts or claims alleged or asserted in the Action or in any other action or proceeding, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any Person in the Action or in any other action or proceeding, whether civil, criminal, or administrative, except in connection with any proceeding to enforce the terms of the Settlement.

21. Black & Decker releases Plaintiff and Settlement Class Counsel from any and all claims that arise out of or relate in any way to the institution, prosecution, or settlement of the Released Claims.

22. The finality of the Final Approval Order and Final Judgment shall not be affected by any order entered regarding the Settlement Class Counsels’ motion for attorneys’ fees and expenses and/or any order entered regarding the incentive awards to the Settlement Class

Representatives, which shall be considered separate from the Final Approval Order and Final Judgment.

23. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court or notice to the Settlement Class, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent in material respects with this Final Approval Order and the Final Judgment and that do not limit the rights of Settlement Class Members under the Settlement Agreement.

24. In the event that the Effective Date does not occur, certification of the Settlement Class shall be automatically vacated and the Final Approval Order and Final Judgment, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

25. The Clerk of the Court is hereby directed to CLOSE THIS FILE.

IT IS SO ORDERED.

Dated: March 18, 2022



JUDGE OF THE CIRCUIT COURT

Entered: Clerk, Circuit Court for
Baltimore County, MD
March 18, 2022