

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**IF YOU PURCHASED CERTAIN BRANDED TITANIUM AND COBALT DRILL BITS AND SAW BLADES BETWEEN APRIL 13, 2015 AND OCTOBER 13, 2021, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.**

*A court authorized this notice. You are not being sued.  
This is not a solicitation from a lawyer.*

- A proposed Settlement has been reached in a class action lawsuit (“Action”) called *Michael Starke v. Stanley Black & Decker, Inc.*, Case No. C-03-CV-21-001091, pending in Baltimore County Circuit Court, Maryland, which claims that Stanley Black & Decker (“Defendant”) deceptively marketed the composition of certain Titanium and Cobalt drill bits sold under the DEWALT, Craftsman, Irwin, MAC Tools, Bostich (Titanium only), and Matco (Cobalt only) brands (“Covered Drill Bits”) and certain Titanium saw blades sold under the DEWALT and Lenox brands (“Covered Saw Blades”) (together, the “Covered Products”).
- You are included in the Settlement if you purchased at least one or more Covered Products for personal use between April 13, 2015 and October 13, 2021.
- Defendant has agreed to modify the packaging for the Covered Products and will provide up to a maximum of \$1,627,500 in payments to individuals who purchased Covered Products as well as other fees and expenses. Settlement Class Members can receive up to \$8.00, depending on their total purchases and the number of claims that are submitted. *See* Question 6 for more details.

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

<b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim</b>	You must submit a Claim to get money from this Settlement. Claim Forms must be submitted online or postmarked by <b>January 11, 2022</b> .
<b>Do Nothing</b>	If you do nothing you remain in the Settlement, you give up your rights to sue, and you will not get any money.
<b>Exclude Yourself</b>	<b>Get out of the Settlement. Get no money. Retain your right to sue.</b> This is the only option that allows you to retain your right to sue about the claims in this Action. You will not get any money from the Settlement. Your request to exclude yourself must be postmarked by <b>December 27, 2021</b> .
<b>File an Objection</b>	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by <b>December 27, 2021</b> .
<b>Go to the Final Approval Hearing</b>	You can attend remotely and/or ask to speak in Court via Zoom about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Approval Hearing is scheduled for March 18, 2022.

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## BASIC INFORMATION

### 1. Why did I get this Notice?

You are receiving this notice because you may be a Class Member in a proposed Settlement regarding alleged deceptive labeling found on certain Titanium and Cobalt drill bits sold under the DEWALT, Craftsman, Irwin, MAC Tools, Bostich (Titanium only), and Matco (Cobalt only) brands (“Covered Drill Bits”) and certain Titanium saw blades sold under the DEWALT and Lenox brands (“Covered Saw Blades”) (together, the “Covered Products”).

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Class.

### 2. What is this case about?

The Honorable Judge Keith Truffer of the Circuit Court of Baltimore County, Maryland is overseeing this class action. The case is known as *Michael Starke v. Stanley Black & Decker, Inc.* The person who sued is called the “Plaintiff,” and the company they sued is called the “Defendant.”

Plaintiff Michael Starke filed a lawsuit against Defendant, individually and on behalf of anyone who purchased the Covered Products for personal use between April 13, 2015 and October 13, 2021.

The lawsuit alleges that the Defendant improperly marketed the composition of the Covered Products.

### 3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Class Members.

The Court did not decide in favor of the Plaintiff or Defendant.

Full details about the proposed Settlement are found in the Settlement Agreement available at [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com).

### 4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.”

### 5. How do I know if I am included in the Settlement?

You are included in this Settlement as a Class Member if you live in the United States and purchased any of the Covered Products (for personal use only) from April 13, 2015 through October 13, 2021.

If you are not sure whether you are in the Class, or have any other questions about the Settlement, visit [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com), or write with questions to Starke v. Black & Decker, Inc., P.O. Box 26170, Santa Ana, CA 92799, or call toll free (866) 612-2787.

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

The proposed Settlement, if approved by the Court, will provide the following benefits:

1. **Business Practices:** The Defendant has agreed to modify its website and packaging to clarify that the Titanium drill bits are made with Titanium Nitride coating and that the Cobalt drill bits contain Cobalt alloy steel.
2. **Individual Claims:** Class Members are eligible for payments equal to 40% of their total purchases of Covered Products during the Class Period as stated on their Claim Form, up to a maximum payment of \$8.00 per household. The final amounts paid may be reduced based on total number of claims received.

You must file a Claim to get any money from the proposed Settlement. The deadline to submit a Claim is **January 11, 2022**.

### 7. How to submit a Claim?

You must submit a Claim Form in order to be eligible to receive any money from the Settlement, if it is approved. You can submit a Claim Form online (or download a Claim Form) at [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com).

You can also mail a Claim Form to the claims administrator at:

Starke v. Black & Decker  
P.O. Box 26170  
Santa Ana, CA 92799

Your Claim Form must be postmarked or submitted online no later than 11:59 p.m. Pacific Standard Time **January 11, 2022**.

### 8. What am I giving up as part of the Settlement?

Unless you exclude yourself, you will be included as part of the Settlement Class, if the Settlement is approved. By staying in the Class, you will be eligible to receive benefits included in the Settlement to which you are entitled, and you will be releasing the Defendant and all Released Parties from any liability, cause of action, claim, right to damages or other relief, and any other legal rights to which you may otherwise be entitled under the law(s) of your state or any other applicable law.

This means that you will no longer be able to sue the Defendant or any other person or entity regarding the marketing of the composition of the Covered Products if you are a Class Member and do not exclude yourself from the Class.

The Settlement Agreement, including all the provisions about settled claims and releases, is available at [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com).

#### **9. Will the Class Representative receive compensation?**

Yes, Class Representative Michael Starke will request a service award of \$2,500 to compensate him for his services as a Class Representative in bringing these claims. The Court will make the final decision as to the amount, if any, to be paid to this individual.

### **EXCLUDE YOURSELF**

#### **10. How do I exclude myself from the Settlement?**

If you do not want to be included in the Settlement, you must send a written request for exclusion postmarked no later than **December 27, 2021** to:

Starke v. Black & Decker  
P.O. Box 26170  
Santa Ana, CA 92799

Instructions on how to submit a request for exclusion are available at [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com) or from the Settlement Administrator by calling (866) 612-2787.

If you exclude yourself, you will not be able to receive benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

#### **11. If I do not exclude myself, can I sue later?**

No, if you do not exclude yourself from the Settlement, you forever give up the right to sue the Defendant and Released Parties for the claims this Settlement resolves.

#### **12. What happens if I do nothing at all?**

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties about the settled claims in this case at any time.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes, the Court has ordered that The Sultzer Law Group P.C. and Tydings & Rosenberg, LLP (together, “Class Counsel”) will represent the interests of all Class Members. Class Members will not be separately charged for these lawyers.

If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees of up to \$360,000 and an award of litigation expenses of up to \$15,000.

A copy of Class Counsel’s Application for Attorneys’ Fees and Expenses will be posted on the Settlement Website, [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com), before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amounts requested by Class Counsel.

## OBJECTING TO THE SETTLEMENT

### 15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement (or some part of it), you can submit an Objection to the Court telling them why you do not think the Settlement (or some part of it) should not be approved.

Your Objection must include all the following information:

- (i) The case name: *Michael Starke v. Stanley Black & Decker, Inc.*, Case No. C-03-CV-21-001091 (Baltimore County Circuit Court, Maryland);
- (ii) Your full name, address, and telephone number;
- (iii) The name, address, and telephone number of any lawyer(s) representing you or who may be entitled to compensation in connection with the Objection(s);
- (iv) A statement that you are a Class Member in the proposed Settlement, including a verification under oath of Covered Product(s) purchased and, to the extent known, the location, approximate date, and approximate price paid;
- (v) A detailed statement of the Objection(s), including the grounds for the Objection(s) and any legal support for the Objection(s);
- (vi) Copies of any papers, briefs, or other documents upon which the Objection(s) is based;
- (vii) A list of any and all persons who will be called to testify in support of the Objection(s);
- (viii) A statement whether you or your counsel intend to appear at the Final Approval Hearing;
- (ix) A list and copies of any and all exhibits that you or your counsel intends to offer at the Final Approval Hearing;

- (x) The identity of any current or former lawyer who may be entitled to compensation for any reason relating to the Objection(s);
- (xi) A list of any class action settlement objections made by you or your lawyer in any state or federal court in the last five years.

Your Objection(s) must be submitted to the Clerk of the Court by First-Class mail, postmarked no later than **December 27, 2021**, to:

Clerk of the Court  
 Baltimore County Circuit Court  
 401 Bosley Avenue  
 Towson, Maryland 21204

In addition, you must mail a copy of your Objection to Class Counsel and Defense Counsel, postmarked no later than **December 27, 2021**.

CLASS COUNSEL	DEFENSE COUNSEL
Jason P. Sultzer The Sultzer Law Group P.C. 85 Civic Center Plaza, Suite 200 Poughkeepsie, NY 12601	Jeffrey L. Richardson Mitchell Silberberg & Knupp LLP 2049 Century Park East, 18 <sup>th</sup> Floor Los Angeles, CA 90067

If you do not submit your Objection with all requirements, or you do not submit your Objection(s) postmarked by **December 27, 2021**, you will be considered to have waived all Objection(s) and will not be entitled to speak at the Final Approval Hearing.

**16. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself you have no basis to object because the Settlement no longer affects you.

## THE FINAL APPROVAL HEARING

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing remotely in the Circuit Court of Baltimore County, Maryland, located at 401 Bosley Ave, Towson, MD 21204, in the courtroom of the Honorable Judge Keith Truffer, on March 18, 2022 at 1:30 p.m. The information on how to join the remote hearing will be posted on the Settlement Website, [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com), once it is available. The hearing may be moved to a different date, time or location without additional notice, so it is recommended that you periodically check [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com) for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Class Members, and if it should be approved. If there are valid, timely

Objections, the Court will consider them and will listen to people who have asked to speak at the hearing (if the request was made properly). The Court will also consider the awards of Attorneys' Fees and Expenses to Class Counsel and the request for a service award to the Class Representative.

**18. Do I have to come to the hearing?**

No, you are not required to come to the Final Approval Hearing; however, you are welcome to attend the hearing remotely at your own expense.

If you submit an Objection, you do not have to attend the hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

**19. May I speak at the hearing?**

Yes, you can speak at the Final Approval Hearing but you must ask the Court for permission. To request permission to speak, you must file an Objection according to the instructions in Question 15, including all the information required.

You cannot speak at the hearing if you exclude yourself from the Settlement.

**DO NOTHING**

**20. What happens if I do nothing?**

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims as described in Question 8.

**GET MORE INFORMATION**

**21. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit [www.titaniumcobaltsettlement.com](http://www.titaniumcobaltsettlement.com) or call (866) 612-2787.

You may also contact the Settlement Administrator at (866) 612-2787.

You may also visit or call the Clerk's office at the Baltimore County Circuit Court, 401 Bosley Avenue Towson, Maryland 21204. The Clerk will tell you how to obtain the complete file for inspection and copying at your own expense.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**