

IN 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 PRELIMINARILY APPROVING CLASS SETTLEMENT, CERTIFYING THE
CLASS FOR SETTLEMENT PURPOSES, APPROVING
CLASS NOTICE, AND SCHEDULING FAIRNESS HEARING**

Upon consideration of the Motion for Preliminary Approval of Class Action Settlement, Certification of Settlement Class and Approval of Notice Program and the Parties' submissions and the arguments on this matter, if any, it is this 13th day of OCTOBER, 2021, **ORDERED THAT the Motion is GRANTED and:**

1. The Settlement Agreement¹ and the settlement set forth therein (the "Settlement"), are preliminarily approved subject to further consideration at the Final Approval Hearing described below.

2. A hearing (the "Final Approval Hearing") shall be held in ^{REMOTELY} Courtroom 10 of the Circuit Court for Baltimore County, Maryland on MARCH 18, 2022, at 11:30 P.M. to ~~11:00 a.m.~~ determine whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable to the Class and should be approved by the Court, and whether a Final Approval Order and Judgment should be entered.

¹ The Court, for purposes of this Order, adopts the definitions of capitalized terms set forth in the Settlement Agreement.

3. For purposes of determining whether the terms of the Settlement should be finally approved as fair, adequate, and reasonable, the following Settlement Class is conditionally certified for settlement purposes only:

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

4. The Court preliminarily finds, based on the terms of the settlement described in the Settlement Agreement and for settlement purposes only, 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) Plaintiffs’ claims are typical of the claims of the Settlement Class Members they seek to represent for purposes of the settlement; (d) Plaintiffs and 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.

5. Plaintiff Michael Starke is preliminarily appointed as the representative of the Settlement Class (“Class Representative”), and the following attorneys are preliminarily appointed as counsel for the Settlement Class (“Class Counsel”): The Sultzzer Law Group P.C. and Tydings

& Rosenberg LLP.

6. Should the Settlement not become final, defendant Stanley Black & Decker, Inc. (“Defendant”) may still oppose class certification. The fact that the Court ordered class certification as part of the Settlement and that Defendant was willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in this Action or in any other proceeding.

7. The Court designates Simpluris as the Settlement Administrator and instructs Simpluris to perform the following functions, as set forth in the Settlement Agreement:

- a. Process requests for exclusion from the Settlement in accordance with Section 9 of the Settlement Agreement;
- b. Process objections to the Settlement in accordance with Section 10 of the Settlement Agreement;
- c. Process Claim Forms in accordance with Section 3 of the Settlement Agreement;
- d. Before commencing the Notice Program, establish the settlement website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including submission of claims; and
- e. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.

8. The Court approves the form of content of the Notice Program and the Claim Form, and finds that Notice Program substantially in accordance with Section 8 of the Settlement Agreement, meets the requirements of Maryland Rule 2-231 and due process, and is the best notice practicable under the circumstances.

9. On or before the 30th day following the entry of this Order, the Settlement Administrator shall commence dissemination of the Settlement Notice in accordance with the

Settlement Agreement.

10. As set forth in paragraph 2.5 of the Settlement Agreement, claims shall be submitted on or before the 60th day following the commencement of the Notice Program (the “Claims Deadline”).

11. Any Settlement Class Member who intends to object to the Settlement must do so no later than 45th day following the commencement of the Notice Program (the “Objection Deadline”). To object, a Settlement Class Member must file with the Court prior to the Objection Deadline, and provide a copy to Class Counsel and Defendant’s Counsel, also prior to the Objection Deadline, a document that includes all of the following:

- a. The case name: *Michael Starke v. Stanley Black & Decker, Inc.*, Case No. C-03-CV-21-001091 (Baltimore County Circuit Court, Maryland).
- b. The objector’s full name, address, and telephone number.
- c. The name, address, and telephone number of any lawyer(s) representing you or who may be entitled to compensation in connection with objection.
- d. A statement that the objector is 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.
- e. A detailed statement of the Objection(s), including the grounds for the Objection(s) and any legal support for the Objection.
- f. Copies of any papers, briefs, or other documents upon which the Objection is based.
- g. A list of any and all persons who will be called to testify in support of the Objection.
- h. A statement whether you or your counsel intend to appear at the Final Approval Hearing.
- i. A list and copies of any and all exhibits that you or your counsel intends to offer at the Fairness Hearing.
- j. 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.

12. Any Settlement Class Member who fails to file and serve timely: (a) a written objection containing all of the information listed in items (a) through (k) of the previous paragraph,

shall not be permitted to appear at the Final Approval Hearing and object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

13. Any Settlement Class Member may request to be excluded (or “opt out”) from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class must do so no later than the 45th day following the commencement of the Notice Program (the “Opt-Out Deadline”). In order to opt out, a Settlement Class Member must complete and mail to the Settlement Administrator a “Request for Exclusion” that is postmarked no later than the Opt-Out Deadline. Requests for Exclusion that are postmarked after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits a Request for Exclusion will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order and the releases contemplated thereby. Each Person requesting exclusion from the Settlement Class must personally sign his or her own individual Request for Exclusion. No Person may opt-out of the Settlement Class any other Person, or be opted-out by any other Person, and no Person shall be deemed opted-out of the Settlement Class through any purported “mass” or “class” opt-outs.

14. All Settlement Class Members, except those Persons who have properly and timely submitted Requests for Exclusion as described in paragraph 13 above, will be bound by the Settlement Agreement and the Final Approval Order, including the releases, regardless of whether they file a Claim Form or receive any monetary relief. Any Person who timely and properly submits a Request for Exclusion shall not: (a) be bound by any orders or the Final Approval Order nor by the releases contained therein; (b) be entitled to any relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect

of the Settlement Agreement.

15. On or before March 7, 2022, Settlement Class Counsel shall submit papers in support of final approval of the certification of the Settlement Class, the designation of Plaintiff as the representative of the Settlement Class, the appointment of Settlement Class Counsel as counsel for the Settlement Class, and Settlement Class Counsel's Application for attorneys' fees and expenses, and any response to any Objections.

16. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Class Representative or Defendant of any fact or allegation, or of any liability, fault, or wrongdoing of any kind.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to the members of the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties, if appropriate without further notice to the Class.


JUDGE OF THE CIRCUIT COURT

Entered: Clerk, Circuit Court for
Baltimore County, MD
October 14, 2021