

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

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff, by counsel, respectfully moves the Court for entry of an Order and Final Judgment providing for: (1) final certification of the Settlement Class as provided in the Preliminary Approval Order; and (2) final approval of the proposed settlement which the Court preliminarily approved as fair, reasonable, and adequate in its Preliminary Approval Order, dated October 14, 2021.

In support of this motion, Plaintiff submits the accompanying: (1) Memorandum of Law in Support of Plaintiff's Motion for Final Approval of Class Action Settlement; (2) Declaration of Jason P. Sultzer; and (3) Declaration of Daniel S. Katz.

WHEREFORE, Plaintiff respectfully requests that this Court enter the Order and Final Judgment in the form of the proposed order contemporaneously filed herewith.

Dated: March 7, 2022.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of March, 2022, a copy of Plaintiff's Motion for Final Approval of Class Action Settlement and supporting papers was served electronically served on:

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

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Plaintiff Michael Starke (“Plaintiff”), individually and on behalf of all others similarly situated, respectfully submits this memorandum of law in support of Plaintiff’s Motion for Final Approval of Class Action Settlement.¹

I. INTRODUCTION

If final approval is granted, this settlement will provide Participating Claimants up to 40% of their total purchases of Covered Products (up to a maximum of \$8.00) and Stanley Black & Decker (“Black & Decker” or “Defendant”) will make significant changes to the labeling, advertising, and marketing of the Covered Products to cure deceptive language as memorialized in the Settlement Agreement, executed March 26, 2021. In granting Plaintiff’s unopposed Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification of Settlement Class, and Approval of Notice Plan (“Motion for Preliminary Approval”) on October 13, 2021, the Court made a preliminary determination that the settlement is fair, reasonable, and adequate. *See* Preliminary Approval Order, ¶ 1. Plaintiff, by and through Settlement Class Counsel and the Settlement Administrator, successfully implemented the Notice Plan approved by the Court, and the Settlement Class has been notified about the settlement. *Id.* ¶¶ 7-9; Sultzer Decl. ¶ 3.² The reaction to the settlement is extremely favorable and over 60,000 claims were submitted. *See* Sultzer Decl. ¶ 5. No valid objections were filed³ and only one valid request for exclusion has been made. *Id.* ¶¶ 6, 7.

For the reasons explained below, the settlement represents an excellent recovery and result

¹ Unless otherwise indicated, capitalized terms shall have the same meaning as they do in the Settlement Agreement, which was attached as Exhibit A to Plaintiff’s Motion for Preliminary Approval. References to “§” are to sections of the Settlement Agreement.

² The Declaration of Jason P. Sultzer of The Sultzer Law Group, P.C. (“Sultzer Law”), filed concurrently herewith, is referred to throughout as the “Sultzer Decl.”

³ One invalid and deficient objection was filed after deadline and without the elements required by the Preliminary Approval. The Court granted Plaintiff’s motion to strike the objection on February 8, 2022.

for the Settlement Class. If approved, Black & Decker will pay up to \$1,627,500 to pay all timely and valid Claims submitted by Settlement Class Members, the Settlement Administrator Costs, Attorneys' Fees and Costs, and Incentive Award to Plaintiff, as well as make significant changes to the labeling, advertising, and marketing of the Covered Products to cure the allegedly deceptive language. *See* §§ 3.3; 3.7; 4.1; 4.2; 5.1; 5.2. In exchange, *inter alia*, Plaintiff and Settlement Class Members will release Defendant and all Released Parties from all claims asserted in the Complaint or that arise out of Defendant's representations pertaining to Titanium and Cobalt on Covered Products. §§ 2.23, 6.1. In part because of the risks Plaintiff faced in pursuing this action through trial, and given the positive response to the settlement, this Court should find that the settlement is fair, adequate, and reasonable, and grant final approval.

II. BACKGROUND

Black & Decker manufactures, markets, and sells drill bits with packaging that prominently advertises the Covered Products as "Titanium" or "Cobalt." Plaintiff asserts in this Action that despite these representations, the Covered Products contain no titanium or cobalt. Compl. ¶¶ 1-2.

A. Relevant Procedural History and Settlement Negotiations

Plaintiff asserted claims seeking damages individually and on behalf of a nationwide class of purchasers of the Covered Products, which Plaintiff alleges were deceptively and misleadingly marketed, advertised, labeled, and sold as "Titanium" or "Cobalt." Black & Decker vigorously denies the allegations in the Complaint. Prior to filing the Complaint, Settlement Class Counsel conducted a detailed and extensive analysis of the claims alleged in the Complaint including labeling claims and advertising campaigns for the Covered Products, the metallic composition of the Covered Products, consumer surveys, and industry specific literature regarding the strengths and durability of titanium and cobalt. Sultzer Decl. ¶ 10. Settlement Class Counsel had a sample

of the Covered Products tested by Metallurgical Technologies, Inc., which issued a report detailing the chemical compositions of the drill bit base metals. *Id.* ¶ 12. Settlement Class Counsel first contacted Defendant in or around May 2020 regarding the intention to bring this Action. Counsel engaged in multiple discussions and, based on those discussions, the parties' exchange of information, and their respective investigations into the claims and defenses in the Action, the parties agreed to engage in settlement negotiations with a private mediator before filing the complaint. *Id.* ¶ 13.

Ahead of mediation, Settlement Class Counsel thoroughly analyzed the legal landscape, including conducting research into the various state consumer protection laws and available remedies and evaluating matters relating to class certification, in order to fully evaluate the risks and benefits to potential early resolution. *Id.* ¶ 14. The settlement negotiations were conducted at arm's-length over a period of several months. *Id.* ¶ 15. On December 4, 2020, the parties participated in a full-day virtual mediation with Hon. James R. Eyler (ret.). *Id.* ¶ 16. The parties ultimately agreed on a settlement in principle at the mediation. *Id.* ¶ 17. The parties then spent months working out the details of the Settlement Agreement, which is the product of hard-fought, arm's-length negotiations. *Id.* ¶ 18. The Settlement Agreement was fully executed on March 26, 2021. *Id.* ¶ 19.

The Settlement Agreement resolves claims regarding Defendant's use of allegedly misleading labels on, and marketing and promotion concerning, the Covered Products. The Settlement Agreement provides significant monetary relief to the Settlement Class Members and meaningful injunctive relief that will modify Defendant's website and the labels on the Covered Products to indicate that the subject products are made with Titanium Nitride coating or contain Cobalt alloy, as appropriate. *Id.* ¶ 20.

B. Terms of the Settlement Agreement

The Settlement Agreement provides for significant injunctive and monetary relief. With respect to monetary relief, the Settlement Agreement provides that: (i) Participating Claimants shall receive a payment equal to 40% of their total purchases of Covered Products during the Class Period as stated on their Claim Form for up to a maximum Benefit Payment of \$8 per household (regardless of the number of household purchases); (ii) if those payments would cause the total cost of the settlement (including notice and administration expenses, attorneys' fees, costs, incentive payment, and payments to Participating Claimants) to exceed \$1,627,500, the Benefit Payments shall be reduced pro rata so that the maximum settlement amount is not exceeded. §3.7.

The Settlement Agreement also provides meaningful injunctive relief that, going forward, cures the alleged deception in the Action. Specifically, Black & Decker has agreed that it will: (i) modify its website and packaging to indicate, where appropriate, that the subject drill bits and saw blades are made with Titanium Nitride coating; (ii) modify its website and packaging to indicate, where appropriate, that the subject drill bits contain Cobalt alloy steel. §§ 4.1-4.3. The website modifications will be completed prior to the Final Effective date and the modifications to the product packaging will be implemented in the ordinary course as new packaging is purchased. § 4.3.

The Settlement Agreement also provides for the payment of settlement administration costs, and for the payment of attorneys' fees up to a total of \$360,000, costs and expenses up to \$15,000, and an incentive payment to the Settlement Class Representative of up to \$2,300. §§ 8.5, 5.1, 5.2.

In exchange, Plaintiff and Settlement Class Members will release Black & Decker and all

Released Parties from all claims based on or arising out of representations pertaining to Titanium and Cobalt on Covered Products. § 2.23, 2.24, 6.1.

C. Preliminary Approval and the Fairness Process

On October 13, 2021, the Court granted Plaintiff's Motion for Preliminary Approval, preliminarily finding the settlement fair, adequate, and reasonable, certifying the action for settlement purposes, and approving the Notice Plan. The parties worked with the Settlement Administrator (Simpluris) to promptly execute the Notice Plan approved by the Court. Sultzner Decl. ¶¶ 3, 31; Simpluris Decl. ¶¶ 4-12.⁴

III. ARGUMENT

A. The Settlement is Fair, Reasonable, and Adequate

1. Standard of Review

Maryland Rule 2-231(h) provides that "a class action shall not be dismissed or compromised without the approval of the Court. Notice of a proposed dismissal or compromise shall be given to all members of the class in the manner the court directs." This rule employs language substantially identical to that of the pre-2003 amended version of Rule 23(e) of the Federal Rules of Civil Procedure. Thus, Maryland courts have adopted the procedures and standards developed by federal courts for review and approval of class actions. *See Philip Morris, Inc. v. Angeletti*, 358 Md. 689 (2000) (applying Fed. R. Civ. P. 23 to determine whether class certification was reasonable under Maryland Rule 2-231); *see also Shenker v. Polage*, 226 Md. App. 670, 681-84 (2016) (acknowledging that Maryland Rule 2-231 does not articulate standards

⁴ The Declaration of Jacob Kamenir Regarding Notice and Claims Administration submitted concurrently with this motion is referred to herein as "Simpluris Decl."

against which a court should evaluate the fairness and adequacy of a proposed settlement and looking to Fed. R. Civ. P.23 for guidance).⁵

Voluntary settlements of complex class action litigation have long been favored by the courts. *See Zimmerman v. Bell*, 800 F.2d 386, 392 (4th Cir. 1986) (settlements are favored because “disputes are resolved; the resources of litigants and courts are saved”) (citation omitted). “Courts should foster settlement in order to advantage the parties and promote great saving in judicial time and services.” *Cent. Wesleyan Coll. v. W.R. Grace & Co.*, 6 F.3d 177, 185 (4th Cir. 1993).

On October 13, 2021, this Court preliminarily approved the Settlement as fair, adequate, reasonable, and in the best interests of the Plaintiff and the Settlement Class. *See Preliminary Approval Order*. In determining whether to grant final approval of the settlement, the Court must make a similar determination of fairness and adequacy, but that determination need not decide the merits of the case. *See Flinn v. FMC Corp.*, 528 F.2d 1169, 1172-73 (4th Cir. 1975). “Because a settlement hearing is not trial, the court’s role is more ‘balancing of likelihoods rather than an actual determination of the facts and law in passing upon . . . the proposed settlement.’” *Durm v. Am. Honda Fin. Corp.*, No. WDQ-13-223, 2015 U.S. Dist. LEXIS 150425, at *10 (D. Md. Nov. 4, 2015) (citing *Flinn*, 528 F.2d at 1173). The Court considers the nature of the claims asserted, the possible defenses and the legal and factual circumstances of the case, and then applies its own

⁵ Maryland courts have frequently stated that where a local rule and federal rule are similar, the federal court decisions interpreting the federal rule are persuasive authority. *See Pleasant v. Pleasant*, 97 Md. App. 711, 732 (1993) (“When, as here, there is no Maryland appellate decision to guide us, we may look to federal decisions construing the corresponding federal rule for guidance in construing the similar Maryland rule.”) (citations omitted); *Estep v. Georgetown Leather Design*, 320 Md. 277, 284 (1990) (“In addition to these Maryland cases, we can turn to the federal courts for guidance. Rule 2-602 is derived from federal rule 54(b), and interpretations of this federal rule are especially persuasive as to the meaning of the Maryland rule.”); *Hrehovovich v. Harbor Hosp. Cir., Inc.*, 93 Md. App. 772, 786 (1992). “[Rule 2-231 was] adopted in 1984 . . . and is patterned after the then existing 1984 version of Fed. R. Civ. P.23. . . . With the adoption of this rule, standards are now provided for establishing class actions, and the body of law that has developed in the federal courts is useful in interpreting this rule.” P. Niemeyer, L. Schuett and J. Smithey, *Maryland Rules Commentary*, at 210-11 (4th ed.2014); *see also Pollakoff v. Maryland Nat’l Bank*, 44 Md. App. 188, 192 (1979) (analogizing Maryland and federal class action rules).

judgment to determine whether the proposed settlement is fair. *Hoffman v. First Student, Inc.*, No. WDQ-06-1882, 2010 U.S. Dist. LEXIS 27329, at *6 (D. Md. Mar. 23, 2010).

The Court grants final approval for a class action settlement if the Court finds that the settlement “is both ‘fair’ and ‘adequate.’” *In re Tyson Foods, Inc- Chicken Raised Without Antibiotics Consumer Litig.*, No. RDB-08-1982, 2010 U.S. Dist. LEXIS 48518, at *7 (D. Md. May 11, 2010) (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158-59 (4th Cir.1991)); *see also Alloways v. Cruise Web, Inc.*, No. CBD-17-2811, 2019 U.S. Dist. LEXIS 71481, at *24 (D. Md. April 29, 2019) (the court may approve a settlement only upon a finding that the settlement is “fair, reasonable, and adequate.”).

The fairness inquiry “centers on the settlement process,” with the Court looking to see if the settlement “was reached as a result of good faith bargaining at arm’s length, without collusion.” *In re Tyson Foods*, 2010 U.S. Dist. LEXIS 48518, at *7-8 (citation omitted). This “good faith” can be illustrated through “such factors as the posture of the case at the time settlement is proposed, the extent of discovery that has been conducted, the circumstances surrounding the negotiations and the experience of counsel.” *In re Montgomery Cty. Real Estate Antitrust Litig.*, 83 F.R.D. 305, 315 (D. Md. 1979) (“*Montgomery Cty.*”); *see also In re Jiffy Lube*, 927 F.2d at 159; *Berry v. Schulman*, 807 F.3d 600, 614 (4th Cir. 2015). “There is a strong presumption in favor of finding a settlement fair.” *Durm*, 2015 U.S. Dist. LEXIS 150425, at *12 (citation omitted); *Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (same).

To conduct the “adequacy” inquiry, the court must “weigh the likelihood of the plaintiff’s recovery on the merits against the amount offered in settlement.” *Montgomery Cty.*, 83 F.R.D. at 315-16; *see also In re Jiffy Lube*, 927 F.2d at 159. This entails balancing “the relative strength of the plaintiffs’ case on the merits” against “the existence of any difficulties of proof or strong

defenses the plaintiffs are likely to encounter if the case goes to trial” and “the anticipated duration and expense of additional litigation.” *Montgomery Cty.*, 83 F.R.D. at 316. In addition, the court should consider “the degree of opposition to the settlement.” *Id.*

Plaintiff submits that the Settlement should be granted final approval because the parties have negotiated at arm’s-length and in good faith (as further evidenced by the mediation with Honorable James Eyler (ret.)), and have conferred valuable benefits upon the Settlement Class. These meaningful benefits are more than adequate to justify the settlement when weighed against the risks and expense of continued litigation. *See Montgomery Cty.*, 83 F.R.D. at 315.

2. The Settlement is Fair Because It Resulted From an Adversarial and Arm’s-Length Process Between Experienced Counsel

The Court’s fairness evaluation turns on whether the settlement was reached by arm’s-length negotiations between experienced counsel with adequate information to represent their respective clients’ interests. *Zimmerman*, 800 F.2d at 391; *Montgomery Cty.*, 83 F.R.D. at 315. A strong presumption of fairness attaches to a settlement agreement when it is the result of this type of negotiation and the number of objectors is relatively small or, as in this case, non-existent. *See Hoffman*, 2010 U.S. Dist. LEXIS 27329 at *6, 9 (listing factors for finding the settlement was fair, including, *inter alia*, “no evidence of bad faith or collusion” and “no class member has objected to the proposed settlement.”).

This Settlement was the result of good-faith, arm’s-length, adversarial negotiations between opposing counsel. Plaintiff and Defendant were both represented by competent and experienced counsel, with significant experience in complex class action and commercial litigation. *See In re American Capital S’holder Derivative Litig.*, No. 11-2424, 2013 U.S. Dist. LEXIS 90973, at *11 (D. Md. June 28, 2013) (“The Court is also satisfied with plaintiffs’ counsel. They are affiliated with well-regarded law firms with strong experience in corporate and

shareholder litigation.”); *see also* *Montgomery Cty.*, 83 F.R.D. at 315 (“Counsel for all parties are able and experienced . . . litigators”); *In re Tyson Foods*, 2010 U.S. Dist. LEXIS 48518, at *8 (“Class counsel is competent and experienced in . . . class litigation.”); *see also* Sultzer Decl., Ex. A; Katz Decl., Ex. 1.⁶

Here, the settlement resulted from arm’s-length negotiations over a period of several months between experienced counsel for all parties. § 1.4; Sultzer Decl. ¶ 15. The Parties participated in a full-day mediation with the Honorable James Eyler (ret.) on December 4, 2020. § 1.4; Sultzer Decl. ¶ 16. Before and during the settlement discussions, the Parties had an arm’s-length exchange of sufficient information to permit Plaintiff and Settlement Class Counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. § 1.4; Sultzer Decl. ¶ 14. The parties reached a settlement in principle at the mediation and continued to negotiate the details of the settlement for several months. Sultzer Decl. ¶¶ 17-18.

Those discussions were undertaken by counsel who are well-versed in complex litigation and, more specifically, consumer class actions. *Id.* ¶¶ 44-47. Settlement Class Counsel advocated for the interests of the Settlement Class throughout negotiations, utilizing its experience of several decades litigating consumer class actions, including false and deceptive advertising cases, to ensure the proposed settlement serves the best interests of the Settlement Class. *See Id.*, Ex. A; Katz Decl., Ex. 1.

The nature of the settlement negotiations in this Action demonstrate that they were undertaken in good faith and weigh in favor of finally approving the Settlement. *See Troncelliti v. Minolta Corp.*, 666 F. Supp. 750, 753-54 (D. Md. 1987) (“[T]he nature of these settlement

⁶ The Declaration of Daniel S. Katz of Tydings & Rosenberg LLP (“Tydings”), filed concurrently herewith, is referred to throughout as the “Katz Decl.”

negotiations was adversarial . . . nothing in the record which would indicate the settlement was reached prematurely, through collusion, or that the negotiations were conducted in bad faith”); *Montgomery Cty.*, 83 F.R.D. at 315 (there was “not the slightest shadow of collusion” owing to how the case was ‘hard-fought’ between the parties and their counsel”); *In re Tyson Foods*, 2010 U.S. Dist. LEXIS 48518, at *9 (“[T]he parties’ negotiations were adversarial, as they took place while the parties were actively litigating the case.”).

Moreover, “[w]hile the opinion and recommendation of experienced counsel is not to be blindly followed by the trial court, such opinion should be given weight in evaluating the proposed settlement.” *Finn*, 528 F. 2d at 1173; *see also Montgomery Cty.*, 83 F.R.D. at 315. “Indeed . . . absent any evidence of fraud, collusion, or the like,” the Court “should be hesitant to substitute its own judgment for that of counsel.” *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (citing *Flinn*, 528 F.2d at 1173); *In re Smith*, 926 F.2d 1027, 1028 (11th Cir. 1991) (“A trial judge ought not try the case during a settlement hearing and should be hesitant to substitute his or her own judgment for that of counsel.”). Plaintiff submits that the settlement is a fair, adequate, and reasonable settlement of the claims he brought and aggressively litigated.

3. The Settlement is Adequate Because of the Significant Benefits It Achieves When Compared to the Risks and Expenses of Continuing Litigation

a. The Significant Benefits Achieved Favor Final Approval

The Settlement provides substantial monetary and injunctive benefits to Plaintiff and the Settlement Class. Participating Claimants will receive up to 40% of their total purchases of Covered Products, up to a maximum payment of \$8.00 per household.

Additionally, the Agreement requires Black & Decker to modify its website and packaging of the Covered Products to indicate that the drill bits are made with Titanium Nitride coating or Cobalt alloy steel, as appropriate. §§ 4.1-2. Regardless of whether Class Members submit a Claim,

they and the consuming public will avoid millions in economic losses from potentially being duped into buying Covered Products that allegedly are not worth the purchase price. Sultzer Decl. ¶ 21. Cessation of deceptive advertising claims facilitates a highly visible and competitive marketplace by promoting credibility and fair competition, raises the floor of truth-telling in advertising by elevating the customary standard of practice across the industry, and ensures fidelity to consumer protection laws that benefits consumers, the public, and the market. *Id.* ¶ 22.

Moreover, the settlement provides a significant, immediate, and certain cash payment to the Settlement Class. *See Gay v. Tri-Wire Eng'g Solutions, Inc.*, No. 12-cv-2231 (KAM) (JO), 2014 U.S. Dist. LEXIS 232, at *28 (E.D.N.Y. Jan. 2, 2014) (quoting *Massiah v. MlihoretroPlus Health Plan, Inc.*, No. 11-cv-05669 (BMC), 2012 U.S. Dist. LEXIS 166383, at *13 (E.D.N.Y. Nov. 20, 2012) (“When a settlement ‘assures immediate payment of substantial amounts to class members, even if it means sacrificing speculative payment of a hypothetically larger amount years down the road, settlement is reasonable under this factor.’”); *Sykes v. Mel Harris & Assocs., LLC*, 09 Civ. 8486 (DC), 2016 U.S. Dist. LEXIS 74566, at *42 (S.D.N.Y. May 24, 2016) (“[M]uch of the value of a settlement lies in the ability to make funds available promptly”).

b. The Risks and Expenses of Continuing Litigation Favor Final Approval

When determining whether the settlement is adequate, the court must balance “the relative strength of the plaintiffs’ case on the merits” against “the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial” and “the anticipated duration and expense of additional litigation.” *Montgomery Cty.*, 83 F.R.D. at 316.

First, by their very nature, class actions create substantial uncertainty. *See Shapiro v. JPMorgan Chase & Co.*, No. 11 CIV. 7961 CM, 2014 U.S. Dist. LEXIS 37872, at *36 (S.D.N.Y. Mar. 21, 2014) (“It has long been recognized that complex class actions are difficult to litigate.

The legal and factual issues involved are always numerous and uncertain in outcome.”); *see also*, e.g., *In re NJOY Consumer Class Action Litig.*, 120 F. Supp. 3d. 1050, 1117-22 (C.D. Cal. 2015) (denying certification of false advertising action for failure to show predominance in discussing difficulties and nuances of using surveys and statistical analyses to isolate the price premium and establish class-wide proof of damages).

Although Plaintiff and Settlement Class Counsel are confident that they would ultimately prevail, Black & Decker has contended all along that it has strong defenses. If Plaintiff were to litigate this action, Black & Decker would likely assert defenses concerning the nature and degree of the metallic composition of the Covered Products. Although Plaintiff believes he would ultimately prevail, the proposed “settlement avoids the effect of all of these defenses and achieves a fair and adequate result without the need for prolonged and risky litigation.” *McDaniels v. Westlake Servs., LLC*, Civ. Action No. ELH-11-1837, 2014 U.S. Dist. LEXIS 16081, at *27-28 (D. Md. Feb. 7, 2014). Despite Plaintiff’s confidence in the case, the proposed “settlement avoids the effect of all of these defenses and achieves a fair and adequate result without the need for prolonged and risky litigation.” *McDaniels v. Westlake Servs., LLC*, Civ. Action No. ELH-11-1837, 2014 U.S. Dist. LEXIS 16081, at *27-28 (D. Md. Feb. 7, 2014).

Second, if the Action proceeded to trial, both sides would offer expert testimony on liability and damages. Sultzer Decl. ¶ 24. Plaintiff would undoubtedly face a challenge to his class-wide damages expert who would proffer a methodology for calculating aggregate class-wide economic injury. *Id.* ¶ 25. Such an expert undertaking is costly, and Plaintiff expects Black & Decker would challenge his ability to calculate a price premium class-wide. *Id.* Complex litigation, such as this case, often results in a “battle of the experts” on proof of damages, which makes it “difficult to predict with any certainty which testimony would be credited” by the trier of fact. *In re NASDAQ*

Market-Makers Antitrust Litig., 187 F.R.D. 465, 476 (S.D.N.Y. 1998). There is a substantial risk that a jury may accept Black & Decker's experts' testimony and damages arguments or award far less than the settlement amount or nothing at all. Sultzer Decl. ¶ 26. Plaintiff acknowledges the complexity in the resolution of whether advertising claims deceive an "unsophisticated consumer" under Maryland Law. *Id.* ¶ 27; *See Sager v. Hous. Comm'n of Anne Arundel Cnty.*, 855 F. Supp. 2d 524, 558 (D. Md. 2012) (the question of "whether a statement is 'misleading'" under the Maryland Consumer Protection Act ("MCPA") "is judged from the point of view of a reasonable, but unsophisticated consumer.") (citing *Luskin's, Inc. v. Consumer Prot. Div.*, 353 Md. 335, 356 (Md. 1999)).

Third, if the litigation continues, Plaintiff expects Black & Decker to continue to defend vigorously all aspects of Plaintiff's claims including at class certification and summary judgment. Sultzer Decl. ¶ 28. The existence or amount of any economic losses—to wit, the alleged price premium consumers paid for titanium and cobalt products that consumers did not receive—may be difficult to prove depending on the pricing of comparable products and the possible defense that individuals received what they bargained for. The outcome of these proceedings cannot be certain, and if the Action proceeds to trial, it will be a lengthy and complex affair with appeals likely to follow. *Id.* ¶ 29. For the Settlement Class to succeed, Plaintiff must be successful on each challenge, while Black & Decker would have to succeed only once to significantly reduce its exposure. Thus, the risks of establishing liability and damages underscore the reasonableness of the settlement.

Fourth, even if Plaintiff succeeded at trial, post-trial motions and the potential for appeal could prevent Class Members from obtaining any recovery for several years, if at all. *See, e.g., In re Apple Computer Sec. Litig.*, No. C-84-20148(A)-JW, 1991 U.S. Dist. LEXIS 15608, at *1-2

(N.D. Cal. Sept. 6, 1991) (ordering new trial for corporate defendant following \$100 million jury verdict for plaintiffs); *see also Malev v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 362 (S.D.N.Y. 2002) (“Delay, not just at the trial stage but through post-trial motions and the appellate process, would cause Class Members to wait years for any recovery, further reducing its value.”).

There, thus, are no guarantees that Plaintiff would successfully prove liability and damages to the level of the settlement amount, if at all. *See Parker v. Time Warner Entm’t Co. L.P.*, 631 F. Supp. 2d 242, 260 (E.D.N.Y. 2009) (approving settlement where “Class faced substantial obstacles to proving damages, having the Class certified for trial and establishing the defendant’s liability.”). If the Action proceeds, Black & Decker’s arguments could completely defeat, or significantly narrow, the scope of the Action, claims, and damages through, *inter alia*, successful dispositive motions or opposition to class certification. Sultzer Decl. ¶ 30.

B. Notice Adequately Apprised Class Members of Their Rights

Maryland’s class action statute does not specify the method by which notice of a proposed class action settlement is to be provided to a class. Accordingly, the forms and methods for providing notice to a class should be based on the Federal Rules of Civil Procedure. *See Norman v. Borison*, 418 Md. 630, 662 n.23 (2017); *Anne Arundel Cty. v. Cambridge Commons*, 167 Md. App. 219, 223-24 (2005); Fed. R. Civ. P. 23(c), 23(e).

Although there are no “rigid standards [that] govern the contents of settlement notice[s],”⁷ in order to satisfy constitutional or Maryland Rule 2-231 requirements, the “notice must ‘fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with [the] proceedings.’” *In re Mid-Atl. Toyota Antitrust Litig.*, 585 F. Supp. 1553, 1563 (D. Md. 1984) (“*Mid-Atl. Toyota I*”) (quoting *Grunin v.*

⁷ *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

Int'l House of Pancakes, 513 F. 2d 114, 122 (8th Cir. 1975)). The notice should be neutral on its face, emphasizing that the court is expressing no opinion on the merits of the case or the terms of the settlement. *See Mid-Atl. Toyota I*, 585 Supp. at 1563.

In sum, the threshold requirement for notice to satisfy due process is that it be the “best notice practicable under the circumstances . . . including individual notice to all members who can be identified through reasonable effort.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156,173 (1974).

The Parties and Simpluris executed the Court-approved Notice Plan. *See* Preliminary Approval Order, ¶ 8; Simpluris Decl. ¶¶ 4-15. Short form Notices were sent to readily identifiable Settlement Class Members based on contact information that Black & Decker provided. Simpluris Decl. ¶¶ 6-7. The Notice Plan included an extensive 8-week media campaign through the leading online networks Facebook and Google. *Id.* ¶ 8-10. Additionally, banner advertisements were run in English and Spanish. *Id.* ¶ 9. The ads targeted Settlement Class Members and provided a direct link to the Settlement Website, where Settlement Class Members could review information about the case and the settlement, and file a claim online. *Id.* ¶ 9, n.1, n.2. Simpluris also established a toll-free telephone number that provides information regarding the settlement. *Id.* ¶ 12. The Settlement Website, live since November 12, 2021, posts the long-form notice, downloadable and online claim forms, and other pertinent documents. *See* www.titaniumcobaltsettlement.com (accessed March 4, 2022); Simpluris Decl. ¶ 11.

Plaintiff and Simpluris designed a Notice Plan that provides Settlement Class Members with the best notice practicable under the circumstances to reach at least 70% of Settlement Class Members. Simpluris Decl. ¶ 8; Sultzer Decl. ¶ 31. The Notice Plan was the most cost-effective means because Plaintiff and Black & Decker had limited information on the identity of customers who bought the Covered Products. Courts have recently acknowledged that, under similar

circumstances, a notice plan such as that here satisfied due process.⁸

The Notice Plan was clearly successful and the claim activity in reaction to the settlement has been robust that has resulted in 63,704 Claim Forms received. Simpluris Decl. ¶ 16. The digital ad campaign provided 9,478,661 gross impressions, and resulted in 65,070 clicks through to the settlement website. *Id.* ¶ 9. As of February 25, 2022, the website has been visited by 140,741 unique visitors with 244,359 page views. *Id.* ¶ 11. In its entirety, the Notice Plan accomplished a reach of more than the estimated 70%. *Id.* ¶ 8.⁹

C. The Response of the Settlement Class Favors Approval

As evidenced by the robust claim activity and the lack of any validly filed objections, the settlement has been extremely favorably received by Settlement Class Members. Here, the time to file objections and requests for exclusions has expired and no Settlement Class Members have validly objected and only one has validly opted out. *Id.* ¶¶ 13-15. By contrast, claims activity has been robust. Simpluris received 60,675 timely and valid Claim Forms that are eligible for payment

⁸ See *In re Pokémon Go Nuisance Litigation*, No. 3:16-cv-04300, ECF No. 131 (N.D. Cal. May 2, 2019); *Holt, et al. v. Murphy Oil USA*, 17-cv-00911-RV-HTC, ECF No. 24 (N.D. Fla. Mar. 18, 2019); *Langan v. Johnson & Johnson Consumer Companies, Inc.*, No. 3:13-cv-01471, ECF No. 188 (Unpublished Order) (D. Conn. Feb. 4, 2019) (granting preliminary approval of settlement with digital ad and social media campaign); *Schneider v. Chipotle Mexican Grill, Inc.*, No. 16-cv-02200-HSG, 2020 U.S. Dist. LEXIS 16365, at *30 (N.D. Cal. Jan. 31, 2020) (“Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign[.]”); *Warczak v. One, Inc.*, 2018 Ill. Cir. LEXIS 9002, at *2-3 (Ill. Cir. Ct. Oct. 3, 2018) (digital campaign that “included an online media campaign and the creation of the Settlement Website, constituted the best notice practicable under the circumstances”). Courts have held that individual notice is not required. See *Handschu v. Special Services Div.*, 787 F.2d 828, 833 (2d Cir. 1986) (publication “adequately served to notify class members that a potential compromise had been reached”); *New York by Vacco v. Reebok Int’l*, 903 F. Supp. 532, 533 n.1 (S.D.N.Y. 1995) (publication notice was the best notice practicable “given the enormous number of potential class members who had purchased products, the lack of warranty cards to identify customers and the high costs of individual notice”); *Katz v. ABP Corp.*, 2014 U.S. Dist. LEXIS 141223, at *8 (E.D.N.Y. Oct. 3, 2014) (approving notice via national and regional publication).

⁹ See also *Free Range Content, Inc. v. Google, LLC*, No. 14-CV-02329-BLF, 2019 U.S. Dist. LEXIS 47380, at *18 (N.D. Cal. Mar. 21, 2019) (“Notice plans estimated to reach a minimum of 70 percent are constitutional and comply with Rule 23.”); *Edwards v. Nat’l Milk Producers Fed’n*, No. 11-CV-04766-JSW, 2017 U.S. Dist. LEXIS 145214, at *20 (N.D. Cal. June 26, 2017), *aff’d sub nom. Edwards v. Andrews*, 846 F. App’x 538 (9th Cir. 2021) (same); *Gergelz v. Telenav, Inc.*, No. 16-CV-04261-BLF, 2018 U.S. Dist. LEXIS 167206, at *12 (N.D. Cal. Sept. 27, 2018) (same); Fed. Judicial Center, *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, at 1 (2010), accessible at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf> (endorsing a 70-95% reach as consistent with due process).

totaling approximately \$452,031.88¹⁰. *Id.* ¶ 19 With 60,675 timely claims filed, only one class member opted out of the Settlement. *Id.* ¶ 14. The favorable response from the Settlement Class strongly favors final approval. *See In re Mid- Atl. Toyota Antitrust Litig.*, 605 F. Supp. 440, 444 (D. Md. 1984) (“The almost complete absence of opposition to the settlements supports a finding of adequacy in this case.”); *see also Erny v. Mukunda*, Civil Action No. DKC 18-3698, 2020 U.S. Dist. LEXIS 117936, at *6-7 (the lack of objections is evidence of the fairness of the settlement).

IV. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant Plaintiff’s Motion for Final Approval approving the Settlement as fair, adequate and reasonable and enter the Final Approval Order.

Dated: March 7, 2022

Respectfully submitted,

TYDINGS & ROSENBERG LLP

By: /s/ John B. Isbister

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¹⁰ Claimants for thirty-seven (37) additional claims that were initially deficient for missing a signature or flagged for auditing will be notified of the status of their claim and given an opportunity to cure or supply supporting documentation as needed. *Simpluris Decl.* ¶ 18.

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Settlement Class Counsel

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

**DECLARATION OF JASON P. SULTZER IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, LITIGATION COSTS, AND INCENTIVE PAYMENT**

I, Jason Sultzer, submit this Declaration in support of: (i) Plaintiff's Motion for Final Approval of Class Action Settlement; and (ii) Plaintiff's Motion for Attorneys' Fees, Litigation Costs and Incentive Payment, and affirm that the following is truthful and accurate:

1. I am a partner at The Sultzer Law Group, which along with Tydings & Rosenberg LLP is counsel for Plaintiff Michael Starke and the class in the above-captioned action ("Settlement Class Counsel").

2. I am one of the attorneys principally responsible for the handling of this case. I am personally familiar with the facts set forth in this declaration. If called as a witness, I could and would competently testify to the matters stated herein.

3. This Court granted Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification of Settlement Class and Approval of Notice Plan ("Motion for Preliminary Approval") on October 13, 2021. The Preliminary Approval Order additionally appointed Simpluris as the Settlement Administrator. Plaintiff, by and through Settlement Class Counsel and Settlement Administrator, successfully implemented the Notice Plan

and process approved by the Court, and the Settlement Class has been notified about the settlement beginning November 12, 2021.

4. The time period to file objections or requests for exclusion expired on December 27, 2021.

5. The reaction to the settlement is extremely favorable.

6. No valid objections were filed. One invalid and deficient objection was filed after deadline and without the elements required by the Preliminary Approval. The Court granted Plaintiff's motion to strike the objection on February 8, 2022.

7. One valid request for exclusion was received by the Settlement Administrator.

8. At all times, Plaintiff, by and through his counsel, has diligently prosecuted the Action.

9. Throughout the Action, Stanley Black & Decker ("Black & Decker" or "Defendant") has strongly contested jurisdiction, venue, liability, damages, and class certification.

10. Prior to filing the Complaint, Settlement Class Counsel conducted a detailed and extensive analysis of the claims alleged in the Complaint including labeling claims and advertising campaigns for the Covered Products, the metallic composition of the Covered Products, consumer surveys, and industry specific literature regarding the strengths and durability of titanium and cobalt.

11. Additionally, Settlement Class Counsel conducted significant legal research and thoroughly analyzed the legal landscape and evaluated the risks and benefits of prosecuting the Action and an early resolution, including research into the Maryland's consumer protection laws and available remedies, and evaluation of certification.

12. Settlement Class Counsel had a sample of the Covered Products tested by Metallurgical Technologies, Inc., which issued a report detailing the chemical compositions of the

drill bit base metals.

13. Settlement Class Counsel first contacted Defendant in or around May, 2020 regarding the intention to bring this Action. Counsel engaged in multiple discussions and, based on those discussions, the parties' exchange of discovery to-date, and their respective investigations into the claims and defenses in the Action, the parties agreed to engage in settlement negotiations with a private mediator before filing the complaint.

14. Ahead of mediation, Settlement Class Counsel thoroughly analyzed the legal landscape, including conducting research into the various state consumer protection laws, available remedies, and evaluating matters relating to class certification in order to fully evaluate the risks and benefits to potential early resolution.

15. The settlement negotiations were conducted at arm's-length over a period of several months.

16. On December 4, 2020, the parties participated in a full-day virtual mediation with Hon. James R. Eyler (ret.).

17. The parties ultimately agreed on a settlement in principle at the mediation.

18. The parties then spent months working out the details of the settlement, which are the product of hard-fought, arm's-length negotiations.

19. The Settlement Agreement was fully executed on March 26, 2021.

20. The Settlement Agreement resolves claims regarding Defendant's use of allegedly misleading labels on, and marketing and promotion concerning, the Covered Products. The Settlement Agreement provides significant monetary relief to the Settlement Class Members and meaningful injunctive relief that will modify Defendant's website and the labels on the Covered Products to indicate that the subject products are made with Titanium Nitride coating or contain a

designated amount of Cobalt alloy, as appropriate.

21. Regardless of whether Class Members submit a Claim, they and the consuming public will avoid millions in economic losses from potentially being duped into buying Covered Products that allegedly are not worth the purchase price.

22. Cessation of deceptive advertising claims facilitates a highly visible and competitive marketplace by promoting credibility and fair competition, raises the floor of truth telling in advertising by elevating the customary standard of practice across the industry, and ensures fidelity to consumer protection laws that benefits consumers, the public, and the market.

23. The Settlement Agreement mitigates risks and costs by providing an immediate and certain substantial monetary recovery and alleviates the risk of continued litigation.

24. If the Action proceeded to trial, both sides would offer expert testimony on liability and damages.

25. Plaintiff would undoubtedly face a challenge to his class-wide damages expert who would proffer a methodology for calculating aggregate class-wide economic injury. Such an expert undertaking is costly, and Plaintiff expects Black & Decker would challenge Plaintiff's ability to calculate a price premium class-wide.

26. There is a substantial risk that a jury may accept Black & Decker's experts' testimony and damages arguments or award far less than the settlement amount or nothing at all.

27. Plaintiff acknowledges the complexity in the resolution of whether advertising claims deceive an "unsophisticated consumer" under Maryland Law.

28. If the litigation continues, Plaintiff expects Black & Decker to continue to defend vigorously all aspects of Plaintiff's claims including at class certification and summary judgment.

29. The outcome of these proceedings cannot be certain, and if the Action proceeds to trial, it will be a lengthy and complex affair with appeals likely to follow.

30. If Action proceeds, Black & Decker's arguments could completely defeat, or significantly narrow, the scope of the Settlement Class and its claims through, *inter alia*, successful dispositive motions or opposition to class certification.

31. Settlement Class Counsel sought bids from notice providers and ultimately engaged the services of Simpluris. Settlement Class Counsel and Simpluris designed the Notice Plan that provides Settlement Class Members with the best notice practicable under the circumstances to reach 70% of Settlement Class Members.

32. Settlement Class Counsel has been working on this case since at least March 2020, when they began their investigation into Black & Decker's products and the titanium and cobalt representations.

33. Settlement Class Counsel interviewed numerous potential class representatives and reviewed publicly available information as part of their investigations.

34. Settlement Class Counsel also spent time and resources drafting pleadings including the complaints, and reviewing information exchanged ahead of mediation.

35. The Sultz Law Group and all Settlement Class Counsel undertook and litigated this case on a fully contingent basis.

36. Here, Settlement Class Counsel have incurred \$15,812.50 in reasonable and necessary litigation costs and expenses, including all filing, general litigation, and mediation-related expenses that were all incurred in the normal course of business and were essential to the successful prosecution of this lawsuit.

The Sultz Law Group's Lodestar and Litigation Expenses

37. The Sultz Law Group began its investigation into Black & Decker's false advertising in or around March 2020. The Sultz Law Group reviewed publicly available documents, conducted research on claims, communicated with potential and retained a class

representative, and conferred with other counsel in advance of filing the complaint in the above captioned matter on April 13, 2021.

38. The current and former attorneys from The Sultz Law Group, in addition to myself, who have worked on this Litigation are Joseph Lipari, Mindy Dolgoff, Daniel Markowitz and Jeremy Francis.

39. Since its inception, The Sultz Law Group has actively participated in all aspects of the case, including, but not limited to: (1) case investigation; (2) drafting of the complaint; (3) settlement discovery; (4) legal research; (5) participating in case strategy decisions; (6) participating in mediation and settlement negotiations; (7) communicating frequently with defense counsel regarding litigation and settlement matters; (8) documenting the settlement agreement and preparation of exhibits; (9) working closely with the Settlement Administrator regarding implementation of the Notice Plan; and (10) preparing the settlement approval documents. Thus, I am fully familiar with the proceedings. These tasks required extensive legal research and attention to detail.

40. This declaration generally summarizes the work performed by The Sultz Law Group for Plaintiff and the Settlement Class Members in this litigation. As demonstrated below, The Sultz Law Group has worked diligently to perform tasks throughout the entire course of this litigation, including initial case investigation, filing of the initial Complaint, discovery, settlement discussions, motions for settlement approval and assistance with settlement administration for the Settlement Class members.

41. Before initiating any action, Settlement Class Counsel conducted a thorough investigation of the claims, both legal and factual. Specifically, The Sultz Law Group thoroughly investigated and researched the claims, which allowed Plaintiffs' Counsel to better evaluate the factual claims regarding Black & Decker's representations on the Covered Products.

42. Not including the time expended in preparing the application for fees and expenses, the table below details the hours billed and the amount billed at current rates through February 28, 2022 for The Sultz Law Group's attorneys and paralegals¹:

Attorney	Total Hours	Hourly Rate	Amount
Jason P. Sultz	254.57	795.00	\$202,383.00
Joseph Lipari	1.10	795.00	\$874.50
Mindy Dolgoff	214.5	475.00	\$101,887.50
Jeremy Francis	28.10	475.00	\$13,347.50
Ethan Rubin	27.30	475.00	\$12,967.50
Daniel Markowitz	105.70	475.00	\$50,207.50
Total:	631.27		\$381,667.00

This summary was prepared from contemporaneous, daily time records regularly prepared and maintained by The Sultz Law Group.

43. The attorneys of The Sultz Law Group billed this case at their usual and customary hourly billing rates, which have been approved by courts presiding over similar complex class action lawsuits, and which are commensurate with the prevailing market rates attorneys of comparable experience and skill handling complex litigation, including: *Vincent, Wesley, et al. v. People Against Dirty, PBC. and Method Products, PBC.*, Case No. 7:16-cv-06936 (S.D.N.Y.); *Rapoport-Hecht, Tziva et al. v. Seventh Generation, Inc.*, Case No. 14-cv-9087 (S.D.N.Y.); *Patora v. Tarte, Inc.*, Case No. 7:18-cv-11760-KMK (S.D.N.Y.); *Swetz v. GSK Consumer Health*, Case No. 7:20-cv-04731 (S.D.N.Y.); *Schmitt, et al. v. Yunique, LLC*, No. 8:17-cv-01397-JVS-JDE (C.D. Cal.).

44. During the course of this Action, The Sultz Law Group incurred \$15,200.00 in unreimbursed expenses. These expenses were reasonably and necessarily incurred in connection with the prosecution of this litigation. These expenses are reflected in the books and records of The

¹ If the Court wishes, The Sultz Law Group can provide more detailed time entries describing the work of these attorneys and paralegals, as well as The Sultz Law Group's expense

Sultz Law Group and are a true and accurate summary of the expenses for this case. The chart below details the expenses incurred by category:

CATEGORY	EXPENSE AMOUNT
Consulting.Expert Fees	\$14,000.00
Mediation	\$1,200.00
TOTAL	\$15,200.00

The Sultz Law Group Has Extensive History of Representing Consumers

45. The Sultz Law Group is one of the preeminent plaintiff's class-action and complex commercial law firms in the nation with particular expertise in consumer class-actions. Since its founding in 2013, The Sultz Law Group has served as lead counsel in numerous high-profile consumer class action cases. The firm is included in Martindale-Hubbell's Bar Register of Preeminent Lawyers for its class action practice. All of the partners in the firm are AV rated by Martindale-Hubbell and have been selected as Super Lawyers. In addition, they have also been selected as the American Law Media's Mass Tort Lawyers of the Year.

46. The firm's attorneys have contributed to or been featured in various well-known publications regarding their class action practice, including: Law360, Inside Counsel Magazine, Risk Management Magazine, CNBC News, Reuters, Bloomberg News, and the New York Post. The Sultz Law Group was named the best nationwide civil dispute firm in the U.S. Business News Legal Elite Awards in 2020.

47. The Sultz Law Group has extensive experience in the area of consumer fraud class-actions and have successfully challenged some of the nation's largest and most powerful corporations for a variety of unfair and deceptive business practices, including false advertising and mislabeling.

48. As demonstrated by the cases described in our firm's resume, attached as Exhibit A,

The Sultzer Law Group has achieved great success for consumers throughout the nation.

49. The Sultzer Law Group has created extensive case law and has obtained significant class-wide settlements in in false advertising and mislabeling class actions involving all types of consumer products and food, including: *Luib v. Henkel Consumer Goods, Inc.*, No. 1:17-cv-03021-BMC, 2018 U.S. Dist.LEXIS 18598 (S.D.N.Y. Feb. 5, 2018); *Barton v. Pret A Manger (USA) Ltd.*, No. 1:20-cv-04815 GHW, 2021 U.S. Dist. LEXIS 81336 (S.D.N.Y. Apr. 27, 2021); *Rapoport-Hecht, Tziva et al. v. Seventh Generation, Inc.*, No. 14-CV-9087 (KMK), 2017 U.S. Dist. LEXIS 218781 (S.D.N.Y Apr.28, 2017); *Vincent, Wesley, et al. v. People Against Dirty, PBC. and Method Products, PBC.*, No.16-cv-6936 (NSR), Dkt. 41 (S.D.N.Y. March 13, 2017); *Mayhew, Tanya, et al., v. KAS Direct, LLC and S.C. Johnson & Son, Inc.*, No. 16 CV 6981 (VB), 2018 U.S. Dist. LEXIS 106680 (S.D.N.Y. June 26, 2008); *Patora v. Tarte, Inc.*, No. 7:18-cv-11760-KMK, Dkt. 50 (S.D.N.Y. Jan.29, 2020); *Sitt v. Nature's Bounty, Inc.*, No. 15-cv-4199-MKB-MDG, 2016 U.S. Dist. LEXIS 131564 (E.D.N.Y. Sept. 26, 2016); *Silva v. Smucker Natural Foods, Inc.*, No. 14-cv-6154 (JG)(RML), 2015 U.S. Dist. LEXIS 122186 (E.D.N.Y. Sept. 14, 2015); *Grossman v. Simply Nourish Pet Food Company LLC*, No. 2:20-cv-01603-KAM-ST, 2021 U.S. Dist. LEXIS 15864 (E.D.N.Y. Jan. 27, 2021); *Silva v. Hornell Brewing Co.*, No. 20-cv-756 (ARR) (PL), 2020 U.S. Dist. LEXIS 142900 (E.D.N.Y. Aug. 10, 2020); *Petrosino v. Stearn's Products, Inc.*, No 7:16-cv-007735-NSR, 2018 U.S. Dist. LEXIS 55818 (S.D.N.Y. Mar. 30, 2018); *Wedra v. Cree, Inc.*, No.19 CV 3162 (VB), 2020 U.S. Dist. LEXIS 49266 (S.D.N.Y. Mar. 20, 2020).

50. Courts have recognized The Sultzer Law Group's significant experience with regards to its class action practice. *See Patora v. Tarte, Inc.*, Case No. 18-cv-11760-KMK (S.D.N.Y.) (Judge Kenneth M. Karas stated that "[t]he plaintiff here was ably represented by class counsel, who is clearly well-versed in complex class action litigation. I can speak from personal experience dealing with The Sultzer Firm, which has many highly-qualified and capable and

experienced lawyers representing plaintiffs in consumer class actions. . .”); *see also Shiv Patel v. St. John’s University*, Case No. 1:20-cv-02114 (E.D.N.Y.) (Judge Steven Gold observed that, “The firms’ expertise and competency in the class action context are reflected by the favorable outcomes they have obtained in previous suits. . . particularly in light of their impressive record.”); *Susan Swetz et al v. GSK Consumer Health, Inc.*, Case No. 7:20-cv-04731 (S.D.N.Y.) (Judge Román stated that “Class Counsel have prosecuted the Litigation with skill, perseverance, and diligence, as reflected by the Settlement Fund achieved and the positive reception of the Settlement Agreement by the Settlement Class.”); *Arredondo v. University of La Verne*, Case No. 2:20-cv- 07665 (C.D. Cal.) (Judge Mark C. Scarsi stated “Counsel also has a wealth of experience handling class actions. . . Counsel has demonstrated strong knowledge of the applicable law throughout the briefing process for this class certification motion. And finally, counsel has demonstrated it will commit sufficient resources to represent the class in this heavily litigated case.”); *Griffin, Anthony, et al., v. Aldi, Inc., Doe Defendants 1-10*, Case No. 16-cv-00354 (N.D.N.Y.) (Judge Lawrence E. Kahn stated that “Plaintiffs’ Counsel have worked diligently and are experienced and well-versed in wage and hour cases and class actions.”).

51. As the firm’s founding partner, I have earned selection as a Senior Fellow of the Litigation Counsel of America (LCA), recognizing the country’s top trial attorneys, and am a member of their Trial Law and Diversity Institute. I have also been recognized as a Super Lawyer for the last ten years, and was selected for Lawdragon’s list of 500 Leading Plaintiff Financial Lawyers for 2019 and 2020. For a full list of my accomplishments, see our firm resume attached as Exhibit A.

Settlement Class Counsel’s Lodestar and Expenses

52. The table below denotes the total hours billed by attorneys and paralegals at current rates for each of the Settlement Class Counsel firms through February 28, 2022.

Firm	Total Hours	Amount
The Sultzer Law Group, P.C.	631.27	\$381,667.00
Tydings & Rosenberg LLP	46.6	\$30,859.00
Total:	677.87	\$412,526.00

53. During the course of this Action, Settlement Class Counsel together incurred \$15,812.50 in unreimbursed expenses. These expenses were reasonably and necessarily incurred in connection with the prosecution of this litigation. These expenses are reflected in the books and records of each Settlement Class Counsel firm and are a true and accurate summary of the expenses for this case. The chart below details the total expenses incurred by firm:

Firm	Expenses
The Sultzer Law Group, P.C.	\$15,200.00
Tydings & Rosenberg LLP	\$612.50
Total:	\$15,812.50

I hereby declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge.

Executed this 7th day of March, 2022 in Poughkeepsie, New York.

/s/ Jason P. Sultzer
Jason P. Sultzer

EXHIBIT A

**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.**

Covered Products:

- 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").

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SMID «SMID»
«City», «State»

What is this about?

The lawsuit claims that Defendant Stanley Black & Decker, Inc. ("Defendant") deceptively marketed the composition of the Covered Drill Bits and Covered Saw Blades. As part of the Settlement, Defendant has agreed to modify the packaging for these products and provide payments to customers. Defendant denies any wrongdoing.

Who is included in the Settlement?

You may be included in the Settlement if you purchased Covered Drill Bits and/or Covered Saw Blades for personal use between April 13, 2015 and October 13, 2021.

What does the Settlement provide?

The Settlement will provide up to a maximum of \$1,627,500 to pay Valid Claims, 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. The final amounts paid for valid claims may be reduced based on total number of claims received.

What are my rights?

- **Submit a Claim** – You must submit a claim to get a monetary Benefit from this Settlement. Claim Forms must be submitted online or postmarked by **January 11, 2022**.
- **Do Nothing** – If you do nothing, you remain in the Settlement, you give up your rights to sue, and you will not get any money.
- **Exclude Yourself** – This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement. Your request for exclusion must be postmarked by **December 27, 2021**.
- **File an Objection** - Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by **December 27, 2021**.

The Court will hold a 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., to decide whether to approve the Settlement and to award Attorneys' Fees of up to \$360,000 and Expenses of up to \$15,000, and up to \$2,500 to compensate the Class Representative. The information on how to join the remote hearing will be posted on the Settlement Website, www.titaniumcobaltsettlement.com, once it is available. Additionally, all briefs and materials filed in support of the Settlement and the Application for Attorneys' Fees and Expenses will be made available on the Settlement Website at www.titaniumcobaltsettlement.com. You may hire an attorney, at your own expense, to appear at the hearing, but you do not have to.

Claims will be paid only if the Court approves the Settlement and all appeals are resolved. Please be patient. If the Settlement does not become effective, the litigation will continue.

This is only a summary. For more information, please visit www.titaniumcobaltsettlement.com, or contact the Settlement Administrator at (866) 612-2787 or by writing to Starke v. Black & Decker, P.O. Box 26170, Santa Ana, CA 92799.

SI USTED ADQUIRIÓ BROCAS PARA TALADRO DE TITANIO Y COBALTO Y HOJAS DE SIERRAS DE DETERMINADAS MARCAS ENTRE EL 13 DE ABRIL DEL 2015 Y EL 13 DE OCTUBRE DEL 2021, EL ACUERDO DE ACCIÓN DE CLASE PODRÍA AFECTAR SUS DERECHOS.

Productos Contemplados:

- Brocas para taladro de titanio y cobalto vendidas por las marcas DEWALT, Craftsman, Irwin, MAC Tools, Bostich (solo de titanio) y Matco (solo de cobalto) (“Brocas para taladro contempladas”); y
- Determinadas hojas de sierras de titanio vendidas por las marcas DEWALT y Lenox (“Hojas de sierras contempladas”).

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SEMI-«SEMI»
«Alt» «DPC3»

¿De qué se trata?

En este juicio se reclama que el Demandado, Stanley Black & Decker, Inc., (“Demandado”) marcó engañosamente la composición de Brocas para taladro contempladas y las Hojas para sierras contempladas. Como parte del Acuerdo, el Demandado aceptó modificar el embalaje de estos productos y proporcionar los pagos a los clientes. El Demandado niega haber cometido algún acto ilícito.

¿Quiénes están incluidos en el Acuerdo?

Puede que usted esté incluido en el Acuerdo si adquirió al menos una o dos Brocas para taladro contempladas y las Hojas para sierras contempladas para su uso personal entre el 13 de abril del 2015 and el 13 de octubre del 2021.

¿Qué proporciona el Acuerdo?

El Acuerdo proporcionará un máximo de \$1,627,500 para pagar los Reclamos Válidos, así como otros honorarios y costos. Los Miembros de la Clase del Acuerdo reciben hasta \$8.00, según la totalidad de sus compras y la cantidad de reclamos sometidos. Puede que los montos definitivos pagados por los reclamos válidos se reduzcan según la cantidad total de reclamos recibidos.

¿Cuáles son mis derechos?

- **Presentar un reclamo:** debe presentar un reclamo para obtener un Beneficio económico de este Acuerdo. Los Formularios de Demanda se deben presentar en línea o con sello postal del **11 de enero del 2022**.
- **Hacer nada:** si no hace nada y permanece en el Acuerdo, usted renuncia a sus derechos a demandar y no obtendrá ningún dinero.
- **Excluirse:** esta es la única opción que le permite conservar su derecho a demandar por los reclamos en este juicio. No recibirá dinero del Acuerdo. Su solicitud de exclusión debe tener sello postal a más tardar el **27 de diciembre del 2021**.
- **Presentar una oposición:** permanezca en el Acuerdo pero comuníquelo a la Corte la razón por la que cree que no se debe homologar el Acuerdo. Las oposiciones deben presentarse a más tardar el **27 de diciembre del 2021**.

La Corte celebrará una Audiencia de Homologación Definitiva de forma remota en la Corte de Circuito del Condado de Baltimore, Maryland, ubicada en 401 Bosley Ave, Towson, MD 21204 en la sede del tribunal del Honorable Juez Keith Truffer, el día 18 de marzo del 2022 a la 1:30 p.m., a fin de decidir si se homologa el Acuerdo y respecto a la adjudicación de los Honorarios de Abogados de hasta \$360,000 y Gastos de hasta \$15,000 y hasta \$2,500 para retribuir al Representante de la Clase. La información respecto a la forma de unirse a la audiencia remota se publicará en el sitio web del Acuerdo, www.titaniumcobaltsettlement.com, cuando esté disponible. Asimismo, todos los resúmenes de los hechos y materiales presentados en respaldo del Acuerdo y la Solicitud de Honorarios y Costos de los Abogados estarán disponibles en el sitio web del Acuerdo en www.titaniumcobaltsettlement.com. Puede contratar a un abogado, por su cuenta, a fin de que comparezca en la audiente, pero no es necesario que lo haga.

Los Reclamos se pagarán solo y únicamente si la Corte homologa el Acuerdo y si se resuelve cualquier apelación. Por favor, sea paciente. Si el Acuerdo no entra en vigor, el litigio continuará.

La presente es solo un resumen. Para obtener más información, por favor visite www.titaniumcobaltsettlement.com, o comuníquese con el Administrador del Acuerdo al (866) 612-2787 o escribiendo a Starke v. Black & Decker, P.O. Box 26170, Santa Ana, CA 92799.

EXHIBIT B

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.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	You must submit a Claim to get money from this Settlement. Claim Forms must be submitted online or postmarked by January 11, 2022 .
Do Nothing	If you do nothing you remain in the Settlement, you give up your rights to sue, and you will not get any money.
Exclude Yourself	Get out of the Settlement. Get no money. Retain your right to sue. 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 December 27, 2021 .
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by December 27, 2021 .
Go to the Final Approval Hearing	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.

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, 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.

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.

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 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, 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 th 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, 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 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 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.

NOTIFICACIÓN DE ACCIÓN DE CLASE Y ACUERDO PROPUESTO

SI USTED ADQUIRIÓ BROCAS PARA TALADRO DE TITANIO Y COBALTO Y HOJAS DE SIERRAS DE DETERMINADAS MARCAS ENTRE EL 13 DE ABRIL DEL 2015 Y EL 13 DE OCTUBRE DEL 2021, ES POSIBLE QUE ESTE ACUERDO DE ACCIÓN DE CLASE AFECTE SUS DERECHOS.

Una corte autorizó esta notificación. Usted no está siendo demandado.

No es una petición de un abogado.

- Se llegó al Acuerdo propuesto en un juicio de acción de clase (“Acción”) caratulado *Michael Starke v. Stanley Black & Decker, Inc.*, Caso No. C-03-CV-21-001091, que tramita en la Corte de Circuito del Condado de Baltimore, Maryland y el cual reclama que Stanley Black & Decker (“Demandado”) que marcó engañosamente la composición de ciertas brocas para taladro de titanio y cobalto vendidas por las marcas DEWALT, Craftman, Irwin, MAC Tools, Bostich (solo de titanio) y Matco (solo de cobalto) (“Brocas para taladro contempladas”) y determinadas hojas de sierra de titanio vendidas por las marcas DEWALT y Lenox (“Hojas de sierra contempladas”) (en conjunto son los “Productos Contemplados”).
- Usted está incluido en el Acuerdo si adquirió al menos uno o dos Productos Contemplados para su uso personal entre el 13 de abril del 2015 and el 13 de octubre del 2021.
- El Demandado aceptó modificar el embalaje de los Productos Contemplados y proporcionará hasta un máximo de \$1,627,500 en pagos a las personas físicas que adquirieron los Productos Contemplados, así como otros costos y honorarios. Los Miembros de la Clase del Acuerdo reciben hasta \$8.00, según la totalidad de sus compras y la cantidad de reclamos sometidos. *Consulte* la pregunta 6 para obtener más detalles.

Sus derechos legales se ven afectados incluso si no hace nada. Lea atentamente esta Notificación.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
Presentar un reclamo	Debe presentar un Reclamo a fin de obtener dinero de este Acuerdo. Los Formularios de Demanda se deben presentar en línea o con sello postal del 11 de enero del 2022 .
No hacer nada	Si no hace nada y permanece en el Acuerdo, usted renuncia a sus derechos a demandar y no obtendrá ningún dinero.
Excluirse	Salir del Acuerdo No obtendrá ningún dinero. Conserva su derecho a demandar. Esta es la única opción que le permite conservar su derecho a demandar por los reclamos en esta Acción. No recibirá dinero del Acuerdo. Su solicitud de exclusión debe tener sello postal a más tardar el 27 de diciembre del 2021 .
Presentar una oposición	Permanezca en el Acuerdo pero comuníquelo a la Corte la razón por la que cree que no se debe homologar el Acuerdo. Las oposiciones deben presentarse a más tardar el 27 de diciembre del 2021 .
Ir a la Audiencia de Homologación Definitiva	Puede asistir de forma remota y/o solicitar hablar en la Corte vía Zoom respecto a la imparcialidad del Acuerdo a su cargo. <i>Consulte</i> la pregunta 18 para obtener más detalles. La Audiencia de Homologación Definitiva está programada para el 18 de marzo del 2022.

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INFORMACIÓN BÁSICA

1. ¿Por qué recibí esta Notificación?

Usted recibe esta notificación porque puede ser un Miembro de la Clase en el Acuerdo propuesto sobre el presunto etiquetado engañoso encontrado en determinadas brocas para taladros de titanio y cobalto vendidos por las marcas DEWALT, Craftman, Irwin, MAC Tools, Bostich (solo de titanio) y Matco (solo de cobalto) ("Brocas para taladro contempladas") y determinadas hojas de sierra de titanio vendidas por las marcas DEWALT y Lenox ("Hojas de sierra contempladas") (en conjunto son los "Productos Contemplados").

La Notificación explica la naturaleza del juicio y los reclamos que se resuelven, sus derechos y los beneficios de la Clase.

2. ¿De qué se trata este caso?

El Honorable Juez Keith Truffer de la Corte de Circuito del Condado de Baltimore, Maryland supervisa esta acción de clase. El caso se conoce como *Michael Starke v. Stanley Black & Decker, Inc.* La persona que demandó se denomina la "Demandante" y la compañía a la que demandó se denomina "Demandado".

El Demandante, Michael Starke, inició un juicio en contra el Demandado, de forma individual y en nombre de toda persona que haya adquirido los Productos Contemplados para su uso personal entre el 13 de abril del 2015 y el 13 de octubre del 2021.

En el juicio se afirma que el Demandado marcó de forma inapropiada la composición de los Productos Contemplados.

3. ¿Por qué hay un Acuerdo?

Al aceptar el acuerdo, ambas partes evitan el costo, la perturbación y la distracción de seguir litigando. El Representante de la Clase, el Demandado y sus abogados consideran que el Acuerdo propuesto es justo, razonable, adecuado y, por lo tanto, en favor de los intereses de los Miembros de la Clase.

La Corte no tomó una decisión a favor del Demandante ni del Demandado.

Puede encontrar detalles completos sobre el Acuerdo propuesto en el Acuerdo disponible en www.titaniumcobaltsettlement.com.

4. ¿Por qué es una acción de clase?

En una acción clase, una o más personas denominadas "Representantes de la Clase" demandan en nombre de todas las personas que tienen reclamos similares. Todas de estas personas juntas representan a la "Clase" o son "Miembros de la Clase".

5. ¿Cómo sé si estoy incluido en el Acuerdo?

Usted está incluido en este Acuerdo como un Miembro de la Clase si vive en los Estados Unidos y adquirió alguno de los Productos Contemplados (para su uso personal) desde el 13 de abril del 2015 hasta el 13 de octubre del 2021.

Si no está seguro respecto a si está en la Clase o tiene alguna pregunta sobre el Acuerdo, visite www.titaniumcobaltsettlement.com, escriba sus preguntas a Starke v. Black & Decker, Inc., P.O. Box 26170, Santa Ana, CA 92799, o llame sin cargo al (866) 612-2787.

LOS BENEFICIOS DEL ACUERDO

6. ¿Qué dispone este Acuerdo?

En caso de ser homologado por la Corte, el Acuerdo propuesto proporcionará los siguientes beneficios:

1. **Prácticas comerciales** El Demandado aceptó modificar su sitio web y embalaje para esclarecer que las brocas para taladro de titanio están hechas con recubrimiento de nitruro de titanio y las brocas para taladro contienen acero de aleación de cobalto.
2. **Reclamos particulares** Los Miembros de la Clase son elegibles para recibir pagos iguales al 40% del total de sus compras de Productos Contemplados durante el Período de la Clase, tal como se indica en sus Formularios de Demanda, hasta un pago máximo de \$8.00 por hogar. Puede que los montos definitivos pagados se reduzcan según la cantidad total de rem recibidos.

Debe presentar un Reclamo para obtener dinero del Acuerdo propuesto. La fecha límite para presentar un

Reclamo es el **11 de enero del 2022**.

7. ¿Cómo presentar un reclamo?

Debe presentar un Formulario de Demanda a fin de ser elegible para recibir dinero del Acuerdo, en caso de que se homologue. Puede enviar un Formulario de Demanda en línea (o descargar un Formulario de Demanda) en www.titaniumcobaltsettlement.com.

Asimismo, puede enviar por correo un Formulario de Demanda al administrador de la demanda a:

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

Su Formulario de Demanda debe tener sello postal o enviarse en línea a más tardar el 11:59 p.m. Hora Estándar del Pacífico el **11 enero del 2022**.

8. ¿A qué renuncio como parte del Acuerdo?

A menos que se excluya, se lo incluirá como una parte de la Clase del Acuerdo si se homologa el Acuerdo. Al mantenerse en la Clase, será elegible para recibir beneficios incluidos en el Acuerdo a los que tiene derecho y exonerará al Demandado y a las Partes Exoneradas de cualquier responsabilidad, acción, reclamo, derecho a indemnización por daños u otra reparación y de cualquier otro derecho al que puedan corresponderle en virtud de la ley(es) de su estado o toda otra ley vigente.

Esto significa que ya no podrá demandar al Demandado ni a ninguna otra persona o entidad respecto a la comercialización de la composición de los Productos Contemplados si es un Miembro de la Clase y no se excluye de la Clase.

Tanto el Acuerdo como todas sus disposiciones sobre los reclamos resueltos y exoneraciones se encuentran disponibles en www.titaniumcobaltsettlement.com.

9. ¿Recibirán los Representantes de la Clase alguna indemnización?

Sí, el Representante de la Clase, Michael Starke, solicitará un aumento en el pago de \$2,500 para indemnizarlo por sus servicios como un Representante de la Clase al presentar estos reclamos. La Corte tomará la decisión definitiva con respecto al importe, de haberlo, que se le pagará esta persona.

EXCLUIRSE

10. ¿Cómo me excluyo del Acuerdo?

En caso de que no desee estar incluido en el Acuerdo, debe enviar una solicitud de exclusión por escrito con sello postal de a más tardar el **27 de diciembre del 2021** a:

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

Puede encontrar instrucciones sobre la forma de enviar una solicitud de exclusión disponibles en www.titaniumcobaltsettlement.com o comuníquese con el Administrador del Acuerdo al (866) 612-2787.

Si se excluye, no podrá recibir los beneficios del Acuerdo y no podrá oponerse al Acuerdo. Usted no estará obligado legalmente por nada de lo que suceda en este juicio.

11. Si no me excluyo, ¿puedo demandar después?

No. Si no se excluye del Acuerdo, usted renuncia para siempre al derecho de demandar al Demandado y a las Partes Exoneradas por los reclamos que resuelve este Acuerdo.

12. ¿Qué sucede si no hago absolutamente nada?

Si no hace nada, estará vinculado al Acuerdo si la Corte lo homologa y no podrá iniciar ni proceder con un juicio ni ser parte en ningún momento de algún juicio en contra de las Partes Exoneradas respecto a los reclamos resueltos en este caso.

LOS ABOGADOS QUE LO REPRESENTAN

13. ¿Tengo un abogado en este caso?

Sí. La Corte ha ordenado que The Sultz Law Group P.C. and Tydings & Rosenberg, LLP (en conjunto, los "Abogados de la Clase") representen los intereses de todos los Miembros de la Clase. No se les cobrará por separado a los Miembros de la Clase por estos abogados.

Si desea que lo represente su propio abogado, puede contratar a uno a su exclusivo costo y cargo.

14. ¿Cómo se les pagará a los abogados?

El Abogado de la Clase solicitará a la Corte la adjudicación del pago de los honorarios de abogados de hasta \$360,000 y una adjudicación de los gastos de litigación de hasta \$15,000.

Se publicará una copia de la Solicitud de honorarios y costos de abogados al Abogado de la Clase en el Sitio Web del Acuerdo, www.titaniumcobaltsettlement.com, antes de la Audiencia de Homologación Definitiva. La Corte dictará las resoluciones definitivas respecto a los importes que se le pagarán al Abogado de la Clase y es posible que se adjudiquen importes inferiores a los solicitados por el Abogado de la Clase.

OPONERSE AL ACUERDO

15. ¿Cómo le digo a la Corte que no me gusta el Acuerdo?

Si desea decirle a la Corte que no está de acuerdo con el Acuerdo propuesto (o alguna parte de éste), puede presentar su Oposición ante la Corte, en la que indique la razón por la que cree que no se debe homologar el Acuerdo (o alguna parte de éste).

Su Oposición debe incluir lo siguiente información:

- (i) La carátula del caso: *Michael Starke v. Stanley Black & Decker, Inc.*, Caso No. C-03-CV-21-001091 (Corte de Circuito del Condado de Baltimore, Maryland);
- (ii) Su nombre completo, dirección y número de teléfono;
- (iii) El nombre, dirección y número de teléfono del/de los abogado(s) que lo representan o les pueda corresponder una remuneración relacionada con la(s) Oposición(es);
- (iv) Una declaración en la que indique que usted es un Miembro de la Clase en el Acuerdo propuesto, incluida la certificación bajo juramento del/los Producto(s) Contemplados adquiridos y, en la medida que se conozca, su ubicación, la fecha aproximada y el precio pagado aproximado;
- (v) Una declaración detallada de la/s Oposición(es), incluidos los fundamentos para la/s Oposición(es) y todo respaldo legal para la Oposición(es);
- (vi) Copias de toda prueba, resúmenes de los hechos u otros documentos en los que se basa(n) la(s) Oposición(es);
- (vii) Una lista de todas y cada una de las personas que serán llamadas a testificar en respaldo de la/s Oposición(es);
- (viii) Una declaración en la que indique si usted o su abogado pretender comparecen en la Audiencia de Homologación Definitiva;
- (ix) Una lista y copias de todas y cada una de las pruebas que usted o su abogado pretenden ofrecer ante la Audiencia de Homologación Definitiva;

- (x) La identidad de todo abogado o exabogado al que le pueda corresponder una remuneración por cualquier motivo relacionado con la(s) Oposición(es);
- (xi) Una lista de toda oposición al acuerdo de acción de clase que usted o su abogado ha realizado en cualquier corte estatal o federal en los últimos cinco años.

Debe someter su(s) Oposición(es) al Secretario de la Corte mediante correo de primera clase, con sello postal de a más tardar el **27 de diciembre del 2021** al

Secretario de la Corte
Corte de Circuito del Condado de Baltimore
401 Bosley Avenue
Towson, Maryland 21204

Además, debe enviar por correo una copia de su Oposición al Abogado de la Clase y al Abogado del Demandado, con sello postal a más tardar del **27 de diciembre del 2021**.

ABOGADO DE LA CLASE	ABOGADO DEL
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 th Floor Los Angeles, CA 90067

Si no somete su Oposición con todos los requisitos o no someta sus Oposición(es) con sello postal a más tardar del **27 de diciembre del 2021**, se considerará que ha renunciado a todas la(s) Oposición(es) y no tendrá derecho a hablar en la Audiencia de Homologación Definitiva.

16. ¿Cuál es la diferencia entre oponerse y solicitar la exclusión?

Oponerse es simplemente decirle a la Corte que a usted no le gusta algo del Acuerdo. Usted puede oponerse solo si permanece en la Clase.

Excluirse es decirle a la Corte que no desea formar parte del Clase. Si se excluye, no tendrá motivo para oponerse, porque el Acuerdo ya no lo afectará.

LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA

17. ¿Cuándo y dónde decidirá la Corte si homologa el Acuerdo?

La Corte celebrará la Audiencia de Homologación Definitiva de forma remota en la Corte de Circuito del Condado de Baltimore, Maryland, con sede en 401 Bosley Ave, Towson, MD 21204, en la sala del tribunal del Honorable Juez Keith Truffer, el 18 de marzo del 2022 a la 1:30 p.m. La información sobre cómo unirse a la audiencia remota se publicará en el Sitio Web del Acuerdo, www.titaniumcobaltsettlement.com, cuando se encuentre disponible. Es posible que la audiencia se programe para una fecha, hora o lugar diferente sin una notificación previa, por lo que se recomienda que de forma ocasional verifique la información actualizada en www.titaniumcobaltsettlement.com.

Durante la audiencia, la Corte considerará si el Acuerdo propuesto es justo, razonable, adecuado, si es en beneficio de los Miembros de la Clase y si debe homologarse. De haber Oposiciones válidas y

Oportunas, la Corte las considerará y escuchará a las personas que hayan solicitado hablar en la audiencia (si la solicitud se hizo de forma adecuada). La Corte también considerará la adjudicación del pago de los honorarios y costos de abogados al Abogado de la Clase y la solicitud por el aumento en el pago al Representante de la Clase.

18. ¿Debo asistir a la audiencia?

No. No es necesario que asista a la Audiencia de Homologación Definitiva, pero es bienvenido a asistir a la audiencia de forma remota y a su propio costo.

Si presenta una Oposición, no necesita comparecer en la audiencia para hablar sobre ella. Si presentó su Oposición de forma apropiada y oportuna, la Corte la tendrá en consideración. También puede pagarle a su propio abogado para que asista a la Audiencia de Homologación Definitiva, pero no es necesario.

19. ¿Puedo hablar en la audiencia?

Si, puede hablar en la Audiencia de Homologación Definitiva, pero debe solicitar permiso a la Corte. A fin solicitar permiso para hablar, debe presentar una Oposición, de acuerdo con las instrucciones en la Pregunta 15, en la que incluya toda la información solicitada.

Usted no puede hablar en la audiencia si se excluye del Acuerdo.

NO HACER NADA

20. ¿Qué sucede si no hago nada?

Si no hace nada, no recibirá dinero del Acuerdo, no podrá demandar por los reclamos en este caso y exonerará los reclamos, tal como se describe en la Pregunta 8.

OBTENER MÁS INFORMACIÓN

21. ¿Cómo puedo obtener más información sobre el Acuerdo?

La presente es únicamente un resumen del Acuerdo. Si desea obtener información adicional sobre este juicio, incluida una copia del Acuerdo, la demanda, la Orden de Homologación Preliminar de la Corte, la Solicitud de costos y honorarios de los Abogados del Abogado de la Clase y más, por favor, visite www.titaniumcobaltsettlement.com o llame al (866) 612-2787.

También puede comunicarse con el Administrador del Acuerdo llamando al (866) 612-2787.

Asimismo, puede asistir o llamar a la oficina del Secretario en la Corte de Circuito del Condado de Baltimore en 401 Bosley Avenue Towson, Maryland 21204. El Secretario le dirá cómo obtener el expediente completo para inspeccionarlo y copiarlo a su propio cargo.

**POR FAVOR, NO DIRIJA NINGUNA PREGUNTA ACERCA DEL ACUERDO O EL LITIGIO
AL SECRETARIO DE LA CORTE O AL JUEZ.**

EXHIBIT C

Michael Starke v. Stanley Black & Decker, Inc.

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

Baltimore County Circuit Court, Maryland

For use by purchasers of 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") between April 13, 2015 and October 13, 2021.

CLAIM FORM

GENERAL INSTRUCTIONS

Settlement Class Members who seek payment from the Settlement must complete and return this Claim Form. Completed Claim Forms must be mailed to the Settlement Administrator at Starke v. Stanley Black & Decker, P.O. Box 26170, Santa Ana, CA 92799, or can be submitted online via the settlement website, www.titaniumcobaltsettlement.com. **Claim Forms submitted via mail must be POSTMARKED BY JANUARY 11, 2022. CLAIM FORMS SUBMITTED ONLINE MUST BE SUBMITTED NO LATER THAN 11:59 pm, Pacific Standard Time on JANUARY 11, 2022.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Notice of Proposed Class Action Settlement (the "Notice") available at www.titaniumcobaltsettlement.com. Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Released Claims included as a material term of the Settlement Agreement.

If you fail to submit a timely Claim Form, your Claim may be rejected, and you may be precluded from any recovery from the Settlement Fund. If you are a member of the Settlement Class and you do not timely and validly request to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. To receive the most current information, receive updates, and to file your Claim please visit the settlement website at www.titaniumcobaltsettlement.com.

Claimant Information

Claimant Name:

First Name

MI

Last Name

Street Address:

Street Address 2:

City:

State:

Zip Code:

Daytime Phone Number: () -

Evening Phone Number: () -

E-mail Address:

Attestation

☐ I purchased one or more Covered Products between April 13, 2015 and October 13, 2021, and I spent a total of approximately: \$ _____.

Payment Selection – SELECT ONLY ONE FORM OF PAYMENT

PayPal	PayPal account Email Address:	
	PayPal account Phone Number:	

Digital MasterCard	Personal Email Address:	
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Zelle	Zelle account Email Address:	
	Zelle account Phone Number:	

Venmo	Venmo account Email Address:	
	Venmo account Phone Number:	

Check	Street Address:	
	City:	
	State and Zip code:	

Submission to Jurisdiction of the Court

By signing below, you are submitting to the jurisdiction of Baltimore County, Maryland.

Certification under Penalty of Perjury**I hereby certify under penalty of perjury that:**

1. I have read the Settlement Agreement and agree to its terms, including the Released Claims;
2. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
3. I am a member of the Settlement Class and did not request to Opt-Out from the Settlement Class;
4. I am neither (a) a Person who purchased or acquired the Product for resale; (b) an employee of Defendant; (c) a Person who has filed for exclusion from the Settlement Class; (d) a governmental entity; nor (e) a judicial officer to whom this Action is assigned, or any member of the judge's immediate family;
5. I have not submitted any other Claim for the same purchases and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
6. I will timely provide any additional information requested by the Settlement Administrator to validate my Claim;
7. I understand that by submitting this Claim Form, I am deemed to have given a complete Release of all Released Claims; and
8. I understand that Claims will be audited for veracity, accuracy, and fraud. Illegible Claim Forms can be rejected. If a Claim Form is determined not to be a Valid Claim, it will be rejected.

Signature: _____ Dated: ____ / ____ / ____

Michael Starke v. Stanley Black & Decker, Inc.
Caso No. C-03-CV-21-001091
Corte de Circuito del Condado de Baltimore, Maryland

Por el uso de los compradores de brocas para taladro de titanio y cobalto vendidas por las marcas DEWALT, Craftman, Irwin, MAC Tools, Bostich (solo de titanio) y Matco (solo de cobalto) ("Brocas para taladro contempladas") y determinadas hojas de sierra de titanio vendidas por las marcas DEWALT y Lenox ("Hojas de sierra contempladas") (en conjunto son los "Productos Contemplados") entre el 13 de abril del 2015 y el 13 de octubre del 2021.

FORMULARIO DE LA DEMANDA

INSTRUCCIONES GENERALES

Los Miembros de la Clase del Acuerdo que solicitan un pago del Acuerdo deben completar y regresar este Formulario de Demanda. Los Formularios de la Demanda completos deben enviarse por correo al Administrador del Acuerdo a Starke v. Stanley Black & Decker, P.O. Box 26170, Santa Ana, CA 92799, o puede presentarlo en línea a través del sitio web del acuerdo www.titaniumcobaltsettlement.com. **Los Formularios de Demanda presentados por correo deben tener SELLO POSTAL DE A MÁS TARDAR EL 11 DE ENERO DEL 2022. LOS FORMULARIOS DE DEMANDA ENVIADOS EN LÍNEA DEBEN presentarse antes de las 11:59 pm, Hora Estándar del Pacífico del 11 DE ENERO DEL 2022.**

Antes de completar y presentar este Formulario de Demanda por correo o en línea, debe leer y familiarizarse con la Notificación de Acuerdo de Acción de Clase Propuesto (la "Notificación") disponible en www.titaniumcobaltsettlement.com. Los términos definidos (con mayúsculas iniciales) utilizados en estas Instrucciones Generales tienen el mismo significado como se establece en el Acuerdo. Al presentar este Formulario de Demanda, usted reconoce que ha leído y comprendido la Notificación y que acepta los Reclamos Exonerados incluidos como una disposición esencial del Acuerdo.

Si no presenta un Formulario de Demanda de forma oportuna, esta será rechazada y se lo excluirá de todo resarcimiento del Fondo del Acuerdo. Si usted es un miembro de la Clase del Acuerdo y no solicita Excluirse de la Clase del Acuerdo de forma oportuna y válida, estará vinculado a toda sentencia dictada por la Corte que homologa el Acuerdo, sin importar si envió un Formulario de Demanda. A fin de recibir la información más reciente, recibir actualizaciones y para presentar su Reclamo, por favor, visite el sitio web del acuerdo en www.titaniumcobaltsettlement.com.

Información del Demandante

Nombre del Demandante:

Primer nombre

Segundo nombre

Apellido

Dirección de Residencia:

Dirección de Residencia 2:

Ciudad:

Estado:

Código Postal:

Número de teléfono durante el día: () =

Número de teléfono durante la noche: () =

Dirección de correo electrónico:

Certificación

- I Yo compré uno o más de los Productos Contemplados entre el 13 de abril del 2015 y el 13 de octubre del 2021 y aproximadamente gasté un total de: \$ _____.

Selección del pago: SELECCIONE SOLO UNA DE LAS FORMAS DE PAGO

PayPal	Dirección de correo electrónico de la cuenta de PayPal:	
	Número de teléfono de la cuenta de PayPal:	

Digital MasterCard	Dirección de correo electrónico personal:	
--------------------	---	--

Zelle	Dirección de correo electrónico de la cuenta de Zelle:	
	Número de teléfono de la cuenta de Zelle:	

Venmo	Dirección de correo electrónico de la cuenta de Venmo:	
	Número de teléfono de la cuenta de Venmo:	

Verificar	Dirección de Residencia:	
	Ciudad:	
	Estado y Código Postal:	

Sometimiento a la Jurisdicción de la Corte

Al firmar a continuación, usted somete a la jurisdicción del Condado de Baltimore, Maryland.

Certificación bajo el delito de perjurio**Por medio la presente certifico bajo delito de perjurio que:**

1. He leído el Acuerdo y que acepto sus términos, incluidos los Reclamos Exonerados;
2. La información proporcionada en este Formulario de Demanda es precisa y completa a mi entender, información y creencia;
3. Yo soy un miembro de la Clase del Acuerdo y no solicité la Exclusión de la Clase del Acuerdo;
4. No soy (a) una Persona que compró o adquirió el Producto para su reventa; (b) un empleado del Demandado; (c) una Persona que haya presentado una exclusión de la Clase del Acuerdo; (d) un organismo gubernamental; ni (e) un funcionario judicial al cual se le asignó esta Acción, ni un miembro de la familia inmediata del juez;
5. No sometí ningún otro Reclamo por las mismas compras y no autoricé a ninguna Persona ni entidad a hacerlo y no conozco a ninguna otra Persona ni entidad que lo haya hecho en mi nombre;
6. Proporcionaré de forma oportuna cualquier información adicional solicitada por el Administrador del Acuerdo a fin de validar mi Reclamo;
7. Comprendo que, al someter este Formulario de Demanda, se considera que proporcioné una total Exoneración de los Reclamos Exonerados; y
8. Comprendo que los Reclamos serán auditados para comprobar su veracidad, precisión y por fraude. Los Formularios de Demanda ilegibles serán rechazados. Si se determina que un Formulario de Demanda no es un Reclamo Válido, se lo rechazará.

Firma: _____ Fecha: ____ / ____ / ____

EXHIBIT D

Black & Decker Facebook Advertisement

Text: ATTENTION: You may be entitled to a cash payment if you purchased certain branded titanium and cobalt drill bits and saw blades between April 13, 2015 and October 13, 2021. Find out if a class action settlement may affect your rights at www.titaniumcobaltsettlement.com


Headline: Class Action Notice

Description: See if you qualify for compensation.

CTA: Learn More

Starke v. Stanley Black & Decker


ATTENTION: You may be entitled to a cash payment if you purchased certain branded titanium and cobalt drill bits and . See More




TITANIUMCOBALTSETTLEMENT.COM
Class Action Notice
See if you qualify for compensati

LEARN MORE

 Like  Comment  Share

Starke v. Stanley Black & Decker

ATTENTION: You may be entitled to a cash payment if you purchased certain branded titanium and cobalt drill bits and . See More



TITANIUMCOBALTSETTLEMENT.COM
Class Action Notice
See if you qualify for compensati

LEARN MORE




 Like  Comment  Share

EXHIBIT E

Black & Decker Google Advertisement

Headline Line #1: Class Action Notice

Headline Line #2: Titanium and Cobalt Drill Bits

Description: If you purchased certain titanium & cobalt drill bits you may qualify for a cash payment.

CTA: See if you qualify today.

Ad - www.titaniumcobaltsettlement.com/

Class Action Notice | Titanium and Cobalt
Drill Bits

If you purchased certain titanium & cobalt drill bits you
may qualify for a cash payment. See if you qualify today.

EXHIBIT F

Black & Decker Banner Ads

**If you purchased
certain branded
titanium & cobalt drill
bits between April 13,
2015 and October 13,
2021, a class action
lawsuit could affect
your rights.**

**Click here for more
information**

titaniumcobaltsettlement.com

**Si compró ciertas
brocas de titanio y
cobalto de marca entre
el 13 de abril de 2015
y el 13 de octubre de
2021, una demanda
colectiva podría
afectar sus derechos.**

**Haga clic aquí para más
información.**

titaniumcobaltsettlement.com

EXHIBIT G



Stanley Black & Decker Titanium and Cobalt Products \$1.6M False Advertising Class Action Settlement

FOLLOW ARTICLE



By Top Class Actions
November 18, 2021



(Photo credit: Roger Brown Photography/Shutterstock)

EDITOR'S NOTE: This content has been sponsored and edited for clarity in collaboration with the sponsor.

Consumers who purchased certain DEWALT, Craftsman, Irwin MAC Tools, Bostich, Matco, and Lenox titanium or cobalt drill bits and saw blades may be eligible to claim up to \$8 without proof of purchase thanks to a class action lawsuit settlement with Stanley Black & Decker Inc.

The Class includes all individuals who live in the United States and purchased any of the covered products between April 13, 2015, and Oct. 13, 2021, for personal use.

The following products are covered under this settlement:

- Titanium and cobalt drill bits sold under the DEWALT, Craftsman, Irwin, MAC Tools, Bostich (titanium only), and Matco (cobalt only) brands
- Titanium saw blades sold under the DEWALT and Lenox brands

Plaintiffs in a class action lawsuit had accused Stanley Black & Decker of deceptively labeling the products. They claim consumers relied on the company's marketing in purchasing the products and paying a premium on them.

The company denies any wrongdoing, and the Court has not ruled in favor of either party in this case.

Class Members who file a valid and timely claim form will be eligible to receive a payment equal to 40 percent of the total price of their purchases of covered products, up to a maximum payment of \$8 per household.

The final payment amounts may be reduced based on the number of claims received.

The deadline to file a claim is Jan. 11, 2022.



TOP INVESTIGATIONS



Do You Qualify: Neutrogena, Aveeno Sunscreen Cancer Lawsuit Investigation



Do You Qualify: Mormon Church Sex Abuse Lawsuit Claim Review



Do You Qualify: Onglyza Side Effects | Heart Failure, Heart Attack Lawsuit Claim Review



Do You Qualify: Church and Religious Organization Sexual Abuse Lawsuit Claim Review



Do You Qualify: GTE Financial Credit Union, Dollar Bank, First Financial Bank, Others | Overdraft Fees Lawsuit Investigation



Do You Qualify: Nursing Home Neglect and Elder Abuse Lawsuit Claim Review

Claim Form

CLICK HERE TO FILE A CLAIM »



NOTE: If you do not qualify for this settlement do NOT file a claim.

Legend Who Bought AMZN at \$48 Says Buy TaaS Now

Legend Who Bought AMZN at \$48 Says Buy TaaS Now

CLICK >

Remember: you are submitting your claim *under penalty of perjury*. You are also harming other eligible Class Members by submitting a fraudulent claim. If you're unsure if you qualify, please read the FAQ section of the Settlement Administrator's website to ensure you meet all standards (Top Class Actions is not a Settlement Administrator). If you don't qualify for this settlement, check out our database of other [open class action settlements](#) you may be eligible for.

Case Name *Michael Starke v. Stanley Black & Decker Inc.*, Case No. C-03-cv-21-001091 in the Circuit Court Of Baltimore County, Maryland

Settlement Website TitaniumCobaltSettlement.com

[Read About More Class Action Lawsuits & Class Action Settlements:](#)

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Watch Now >

- Harbor Freight Chainsaw Settlement
- Viega ProPress Copper Fittings Class Action Settlement
- Electrolux Dryer Class Action Settlement
- Allura Fiber Cement Siding \$12.5M Class Action Settlement

We tell you about cash you can claim EVERY



SPONSORED SETTLEMENTS



Neuriva Supplements False Ad \$8M Class Action Settlement



Allura Fiber Cement Siding \$12.5M Class Action Settlement



TikTok Data Privacy \$92M Class Action Settlement



Harbor Freight Chainsaw Settlement



Hudson's Bay Company, Saks, Saks OFF 5TH, Lord & Taylor \$2M Data Breach Settlement



TOP NEWS



Apple's \$100M Class Action Settlement With App Developers Gets Green Light, Includes Major App Store Changes



Mondelēz Pays \$8M to Settle Sugary BelVita Biscuit Class Action Lawsuit



Audi Timing Chain Defect Class Action Proceeds as VW Loses Bid To Dismiss



Mazda Knowingly Sold Vehicles With Defective Fuel Pumps, Says Class Action



Lotrimin, Tinactin Antifungal Products Containing Benzene Sold by Bayer, Says Class Action

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2004

United States

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LEGAL INFORMATION IS NOT LEGAL ADVICE

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2098 3321706 C. J. H. A. G. O. V. L. G.

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The authors are not entitled for payment or usage by Europe Patent office.

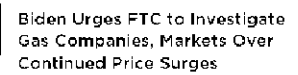
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EXHIBIT H



Case Information

Michael Starke v. Stanley Black & Decker, Inc.

THE CIRCUIT COURT OF BALTIMORE COUNTY, MARYLAND

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

(866) 612-2787

About This Case

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.

Covered Products:

- 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").

What is this about?

The lawsuit claims that Defendant Stanley Black & Decker, Inc. ("Defendant") deceptively marketed the composition of the Covered Drill Bits and Covered Saw Blades. As part of the Settlement, Defendant has agreed to modify the packaging for these products and provide payments to customers. Defendant denies any wrongdoing.

Who is included in the Settlement?

You may be included in the Settlement if you purchased Covered Drill Bits and/or Covered Saw Blades for personal use between April 13, 2015 and October 13, 2021.

What does the Settlement provide?

The Settlement will provide up to a maximum of \$1,627,500 to pay Valid Claims, 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. The final amounts paid for valid claims may be reduced based on total number of claims received.

What are my rights?

- **Submit a Claim:** – You must submit a claim to get a monetary Benefit from this Settlement. Claim Forms must be submitted online or postmarked by **January 11, 2022**.
- **Do Nothing** If you do nothing, you remain in the Settlement, you give up your rights to sue, and you will not get any money.
- **Exclude Yourself** This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement. Your request for exclusion must be postmarked by **December 27, 2021**.
- **File an Objection** Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by **December 27, 2021**.

The Court will hold a Final Approval Hearing [in person/by video] in the Circuit Court of Baltimore County, Maryland, located at 401 Bosley Ave, Towson, MD 21204, in the courtroom of the Honorable Judge Judith C. Ensor, on March 18, 2022 at 1:30 p.m., to decide whether to approve the Settlement and to award Attorneys' Fees of up to \$360,000 and Expenses of up to \$15,000, and up to \$2,500 to compensate the Class Representative. All briefs and materials filed in support of the Settlement and the Application for Attorneys' Fees and Expenses will be made available on the Settlement Website at www.titaniumcobaltsettlement.com. You may hire an attorney, at your own expense, to appear at the hearing, but you do not have to.

Claims will be paid only if the Court approves the Settlement and all appeals are resolved. Please be patient. If the Settlement does not become effective, the litigation will continue.

This is only a summary. For more information, please contact the Settlement Administrator at (866) 612-2787 or by writing to Starke v. Black & Decker, P.O. Box 26170, Santa Ana, CA 92799

Case Forms



[Claim Form](#)

Documents



[Settlement Agreement](#)



[Preliminary Approval Order](#)



[Notice](#)



[Claim Form](#)

Important Dates



Claims Deadline

1/11/2022



Opt Out Deadline

12/27/2021



Objection Deadline

12/27/2021



Final Approval Hearing

3/18/2022 at 1:30 p.m.



Información del Caso

Michael Starke v. Stanley Black & Decker, Inc.

THE CIRCUIT COURT OF BALTIMORE COUNTY, MARYLAND

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

(866) 612-2787

Acerca de este caso

SI USTED ADQUIRIÓ BROCAS PARA TALADRO DE TITANIO Y COBALTO Y HOJAS DE SIERRAS DE DETERMINADAS MARCAS ENTRE EL 13 DE ABRIL DEL 2015 Y EL 13 DE OCTUBRE DEL 2021. EL ACUERDO DE ACCIÓN DE CLASE PODRÍA AFECTAR SUS DERECHOS.

Productos Contemplados:

- Brocas para taladro de titanio y cobalto vendidas por las marcas DEWALT, Craftsman, Irwin, MAC Tools, Bostich (solo de titanio) y Matco (solo de cobalto) ("Brocas para taladro contempladas"); y
- Determinadas hojas de sierras de titanio vendidas por las marcas DEWALT y Lenox ("Hojas de sierras contempladas").

¿De qué se trata?

En este juicio se reclama que el Demandado, Stanley Black & Decker, Inc., ("Demandado") marcó engañosamente la composición de Brocas para taladro contempladas y las Hojas para sierras contempladas. Como parte del Acuerdo, el Demandado aceptó modificar el embalaje de estos productos y proporcionar los pagos a los clientes. El Demandado niega haber cometido algún acto ilícito.

¿Quiénes están incluidos en el Acuerdo?

Puede que usted esté incluido en el Acuerdo si adquirió al menos una o dos Brocas para taladro contempladas y las Hojas para sierras contempladas para su uso personal entre el 13 de abril del 2015 and el 13 de octubre del 2021.

¿Qué proporciona el Acuerdo?

El Acuerdo proporcionará un máximo de \$1,627,500 para pagar los Reclamos Válidos, así como otros honorarios y costos. Los Miembros de la Clase del Acuerdo reciben hasta

\$8.00, según la totalidad de sus compras y la cantidad de reclamos sometidos. Puede que los montos definitivos pagados por los reclamos válidos se reduzcan según la cantidad total de reclamos recibidos.

¿Cuáles son mis derechos?

- **Presentar un reclamo:** debe presentar un reclamo para obtener un Beneficio económico de este Acuerdo. Los Formularios de Demanda se deben presentar en línea o con sello postal del **11 de enero del 2022**.
- **Hacer nada:** si no hace nada y permanece en el Acuerdo, usted renuncia a sus derechos a demandar y no obtendrá ningún dinero.
- **Excluirse:** esta es la única opción que le permite conservar su derecho a demandar por los reclamos en este juicio. No recibirá dinero del Acuerdo. Su solicitud de exclusión debe tener sello postal a más tardar el **27 de diciembre del 2021**.
- **Presentar una oposición:** permanezca en el Acuerdo pero comuníquelo a la Corte la razón por la que cree que no se debe homologar el Acuerdo. Las oposiciones deben presentarse a más tardar el **27 de diciembre del 2021**.

La Corte celebrará una Audiencia de Homologación Definitiva de forma remota en la Corte de Circuito del Condado de Baltimore, Maryland, ubicada en 401 Bosley Ave, Towson, MD 21204 en la sede del tribunal del Honorable Juez Keith Truffer, el día 18 de marzo del 2022 a la 1:30 p.m., a fin de decidir si se homologa el Acuerdo y respecto a la adjudicación de los Honorarios de Abogados de hasta \$360,000 y Gastos de hasta \$15,000 y hasta \$2,500 para retribuir al Representante de la Clase. La información respecto a la forma de unirse a la audiencia remota se publicará en el sitio web del Acuerdo, www.titaniumcobaltsettlement.com, cuando esté disponible. Asimismo, todos los resúmenes de los hechos y materiales presentados en respaldo del Acuerdo y la Solicitud de Honorarios y Costos de los Abogados estarán disponibles en el sitio web del Acuerdo en www.titaniumcobaltsettlement.com. Puede contratar a un abogado, por su cuenta, a fin de que comparezca en la audiente, pero no es necesario que lo haga.

Los Reclamos se pagarán solo y únicamente si la Corte homologa el Acuerdo y si se resuelve cualquier apelación. Por favor, sea paciente. Si el Acuerdo no entra en vigor, el litigio continuará.





La presente es solo un resumen. Para obtener más información, por favor comuníquese con el Administrador del Acuerdo al (866) 612-2787 o escribiendo a Starke v. Black & Decker, P.O. Box 26170, Santa Ana, CA 92799.

Formularios de Casos



[Formulario de Reclamación](#)

Documentos

-  [Acuerdo de Conciliación](#)
-  [Orden de Aprobación Preliminar](#)
-  [Aviso](#)
-  [Formulario de Reclamación](#)

Fechas Importantes





- | | | |
|---|---|------------------------|
|  | Fecha Límite para Reclamar | 1/11/2022 |
|  | Fecha Límite para Optar por no Participar | 12/27/2021 |
|  | Fecha Límite de Objeción | 12/27/2021 |
|  | Audiencia de Aprobación Final | 3/18/2022 at 1:30 p.m. |

EXHIBIT I



Class Action Settlement Administration

Estimate #: 13359
 Estimate Date: 5/21/2021

Prepared By:
 Direct Dial #

Email:

Michael Sutherland/Jacob Kamenir
 321-223-5067
[@simpluris.com](mailto:msutherland@simpluris.com/jkamenir)

Plaintiff Attorney

Attorney/Client: **Daniel Markowitz**
 Firm: Sultz Law Group
 Email: markowitzd@thesultzlawgroup.com

Defense Attorney

Attorney/Client: Jeff Richardson
 Firm: Mitchel, Silverberg, Knapp
 Email: jlr@msh.com

Case Name: Black and Decker: Settlement

Anticipated Total Cost

\$249,500

Terms:

- 1) Estimated Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.
- 2) Additional Claims over 75,000 will be invoiced at \$1.25. each and includes payment to claimant.

Total Possible Class Size:	Nationwide	Undeliverable Rate:	10%
Response Rate:		Call Rate:	15%
Mailing Document Language:	English	Redistribution:	No
Uncashed Funds	Cy Pres		

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	10	\$1,250.00
Website development and management. Digital Payments	\$3,000.00	1	\$3,000.00
Database Manager - Initial Analysis	\$140.00	6	\$840.00
Total			\$5,090.00

Notification

1) Estimated Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

2) One of the primary differences between digital and radio media ads relates to targeting. Digital planners have an abundance of advanced targeting options available to them that allow focused-targeting of their intended recipients and the ability to determine whether they actually read the notice. Behavioral targeting. Behavioral targeting looks at a user's online behavior and creates an online profile for that user. These anonymous profiles (no names, addresses, email addresses, or telephone numbers are stored) allow digital planners to deduce age, gender, and possible purchase interests, and to link that information to an Internet provider address. The information is aggregated and stored so that digital planners can access this treasure trove of data to target specific demographic profiles. So if someone's online behavior indicated that that person was viewing an abundance of fitness websites, purchased a yoga mat, reviewed women's fitness fashion online, and had purchased shoes, it would be reasonable to assume the user is female and either yoga or fitness enthusiast/runner. That user's Internet provider address would be stored according to the user's demographic profile and could be targeted in the future with banner ads should a class action involving fitness and products related, for instance, require publication notice. This is similar to using targeted consumer magazines but with the added bonus of being able to tell if the notice was actually read. Geo-targeting. much like it sounds, geo-targeting is a method of determining the geolocation of a particular Internet user and serving up ads relative to that user's location. Similar to the information gathered via behavioral targeting, this information is also anonymous and linked to a particular Internet provider address. In the contextual targeting example above, where the user was viewing a sports website and was served an ad for sports tickets, if geo-targeting was concurrently being employed, that ad would have offered up tickets for the specific team playing in the city where the user was located. This technology is particularly useful in Multi State and-specific class actions or cases with specific subclasses. If the settlement were limited to a certain group, we could cause advertisements for the settlement to appear only on related web pages within those certain groups. This significantly cuts costs and reduces waste as compared with print/radio publications, and it also helps contain a defendant's reputational damage where consumers were actually affected.

Category	Unit Value	# of Units	Total
Mailing Notice Pack - Post Card - 4 x 6	\$0.40	1,000	\$400.00
Postage	\$0.28	1,000	\$280.00

Confidential and Proprietary

Email set up and send estimated number of emails	\$500.00	1	\$500.00
NCOA/CASS/LACS	\$50.00	1	\$50.00
Undeliverable Processing	\$0.10	100	\$10.00
Skip Trace RUM	\$1.00	100	\$100.00
Remail	\$0.50	85	\$42.50
Postage	\$0.44	85	\$37.40
Clerical	\$50.00	1	\$50.00
Total			\$1,469.90

Notification Via Online Media

Facebook Notification	\$50,000.00	1	\$50,000.00
Simpluris Fee-13%	\$7,000.00	1	\$5,950.00
Google Ad Words	\$75,000.00	1	\$75,000.00
Simpluris Fee-13%	\$10,500.00	1	\$10,500.00
Declaration of Notification	\$500.00	1	\$500.00
Marketing Executive	\$250.00	3	\$750.00
Total			\$142,700.00

Call Center-Toll Free and IVR

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	30	\$2,250.00
800 # Charges	\$0.10	1800	\$180.00
Total			\$2,430.00

Claims Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Dispute/Dificiencies-Send One Cure Letter	\$1.00	750	\$750.00
Data Entry	\$50.00	7	\$350.00
Claims Processing-Digital	\$0.50	75000	\$37,500.00
Claims Processing-by mail	\$1.00	10000	\$10,000.00
Claims Administrator	\$75.00	6	\$450.00
Project Manager	\$125.00	6	\$750.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$50,175.00

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members -- File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation.			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	8	\$1,120.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail-Check	\$0.50	10000	\$5,000.00
Postage	\$0.44	10000	\$4,400.00
Digital Pay. Venmo, Pay Pal, ACH etc.	\$0.50	65000	\$32,500.00
Process Returned Checks	\$0.25	200	\$50.00
Skip Trace Search Undeliverable Checks	\$1.00	200	\$200.00
Remail Checks	\$2.50	200	\$500.00
Remail check postage	\$0.55	200	\$110.00
QSF Account Reconciliation	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee(2021)	\$1,000.00	1	\$1,000.00
Reissuing Checks	\$2.50	150	\$375.00
Reissuing Checks/Mailing	\$0.55	150	\$82.50
Disbursement Manager	\$125.00	8	\$1,000.00
Total			\$47,537.50

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$250.00

Postage \$4,592.50 Total Case Costs \$249,652.40

simpluris

Class Action Settlement Administration

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

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

DECLARATION OF DANIEL S. KATZ

Daniel S. Katz, being duly sworn, deposes and says:

1. I am a Partner of Tydings & Rosenberg LLP ("Tydings"), and a member in good standing of the Maryland Bar. Tydings served as local counsel and liaison counsel for plaintiff, Michael Starke ("Plaintiff") in the above-captioned action (the "Action"). I submit this Affidavit in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Litigation Expenses, and Incentive Award.

2. I have maintained daily control and monitoring of the work performed by the lawyers at my firm in this Action. While I have personally devoted substantial time to this case since its inception, other experienced attorneys at my firm have also worked with me on particular tasks appropriate to their levels of expertise, skill and experience. We have coordinated our work to avoid any duplication of effort. In addition, Tydings has taken direction from, and coordinated our work with The Sultz Law Group, P.C.

3. Based on the daily time records maintained by my firm, attorneys at Tydings devoted 46.6 hours in time with respect to this Action from inception through February 25, 2022. The total lodestar amount for attorney time based on my firm's applicable billing rates when the work was performed is \$30,859. Below is a summary chart of the hours worked and lodestar incurred by each Tydings attorney who performed services in this case from inception of the case through February 25, 2022. The time records of the timekeepers are maintained by Tydings in the ordinary course of its business. The hourly rates shown below are the current usual and customary rates that Tydings charges for the identified timekeepers in cases of this nature. Tydings' rates for this type of work have been accepted in other class action litigation. Tydings undertook this litigation on an entirely contingent basis.

Name/Designation	Hourly Rate	Hours	Value at applicable hourly rate
PARTNERS			
John B. Isbister	\$690	31.5	\$21,735
Daniel S. Katz	\$612	14.6	\$8,935
ASSOCIATES			
Cori B. Schreider	\$378	.5	\$189
TOTALS:		46.6	\$30,859

4. Based on records maintained by my firm, the total expenses incurred by Tydings with respect to this Action from inception to date are as follows:

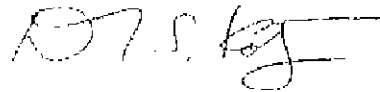
Expense Description	Amount
Express delivery	\$27.72
Filing fees	\$584.78
TOTALS:	\$612.50

5. The time worked on this case and the expenses incurred in this Action are reflected in the books and records of my firm. These books and records are prepared from daily time

records, expense vouchers, check records and other source materials and are an accurate record of the time spent and expenses incurred.

6. A copy of Tydings' firm resume is attached hereto as Exhibit 1.

I state under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 4th day of March, 2022, at Baltimore, MD.

A handwritten signature in black ink, appearing to read "D. S. Katz", written over a horizontal line.

Daniel S. Katz

EXHIBIT 1

Biography of TYDINGS & ROSENBERG LLP

Tydings & Rosenberg LLP and its predecessor firms have practiced law in Maryland and surrounding jurisdictions for over eighty years. Millard E. Tydings, a four-term United States Senator from Maryland, was among its founders. Currently, the firm has nearly forty lawyers and is engaged in general civil practice. More than half of the firm's practice consists of litigation, including antitrust, products liability, securities, commercial, and ERISA litigation, at both trial and appellate levels. That litigation has included the representation of parties in class actions, particularly securities and ERISA class actions and actions involving corporate takeovers and derivative suits. The successfully concluded class actions and derivative cases include:

In Re Forest City Realty Trust, Inc. Class Action Stockholder Litigation, Circuit Court for Baltimore City, Case no. 24-C-17-001424 (counsel for plaintiff in class and derivative action).

Lee v. Osiris Therapeutics, et al., Circuit Court for Howard County, Case No. 3-C-16-108356 (counsel for plaintiff in shareholder action to compel corporation to hold annual meeting).

The Police Retirement System of St. Louis v. William C. Erbey, et al., Circuit Court for Baltimore City, Case No. C-24-C-15-000223 (counsel for plaintiff in shareholder's derivative action);

In Re: Coventry Health Care, Inc. ERISA Litigation, United States District Court for the District of Maryland (counsel for plaintiffs and interim liaison counsel for plaintiffs, ERISA class action);

In Re American Realty Capital Trust, Incorporated Shareholder Litigation, Circuit Court for Baltimore City (counsel for plaintiffs, shareholder class action);

In Re Nationwide Health Properties, Inc. Shareholder Litigation, Circuit Court for Baltimore City, Maryland (counsel for plaintiff and liaison counsel for plaintiffs, shareholder class action);

In Re Constellation Energy Group, Incorporated Shareholder Litigation, Circuit Court for Baltimore City, Maryland (counsel for plaintiffs, shareholder class action);

In Re Walker v. Constellation Energy Group, Inc., et al., United States District Court for the District of Maryland, No. 1:11-cv-02165-WDQ (counsel for plaintiffs, securities);

In Re Integral Systems Inc. Shareholder and Derivative Litigation, Circuit Court for Howard County, Maryland, (counsel for plaintiffs, shareholder class action);

In Re Martek Biosciences Corporation Shareholders Litigation, Circuit Court for Howard County, Maryland, (counsel for plaintiffs, shareholder class action);

In Re Mutual Funds Investment Litigation, United States District Court for the District of Maryland, MDL 1586, (Plaintiffs' Administrative Chair and Plaintiffs' Liaison Counsel);

EXHIBIT A

In re Black & Decker Shareholder Litigation, United States District Court for the District of Maryland, Civil Action No. WMN-09-3011 (counsel for plaintiffs, securities);

In Re Federal National Mortgage Association ERISA Litigation, United States District Court for the District of Columbia, Consolidated Civil Action No. 04-1784 (RJL) (liaison counsel for plaintiffs, ERISA);

In Re Allied Capital Corporation Shareholder Litigation, Circuit Court for Montgomery County, Maryland, Civil Action No. 322839-V (Plaintiffs' co-lead counsel, shareholder class action);

In Re Sourcefire, Inc. Securities Litigation, United States District Court for the District of Maryland, Civil Action No. JFM-07-1210 (liaison counsel for plaintiffs, securities);

In Re Martek Biosciences Corp., Securities Litigation, United States District Court for the District of Maryland, Civil Action No. MJG-05-1224 (liaison counsel for plaintiffs, securities);

Reichart v. Carramerica Realty Corporation, Circuit Court for Baltimore City, Case No. 24-C-06-002569 (represented plaintiffs in shareholder class action);

Cuti v. Anthony, Circuit Court for Baltimore City, Case No. 24-C-06-008163 (counsel for plaintiffs, in shareholder class action);

In re Safenet, Inc., Derivative Litigation, United States District Court for the District of Maryland, Civil Action No. L-06-1408, and Circuit Court for Hartford County, Case No.: 12-C-06-1358 (counsel for plaintiffs, derivative action);

Downham v. Noia, et al., United States District Court for the District of Maryland, Civil Action No. AMD 1:05-cv-00978 (counsel for plaintiff, derivative action);

In Re Gables Residential Trust Shareholder Litigation, Circuit Court for Baltimore City, Case No. 24-C-05-006000 (counsel for plaintiffs, breach of fiduciary duty);

Sekuk Global Enterprises Profit Sharing Plan v. Reckson Associates Realty Corp., Circuit Court for Baltimore City, Case No. 24-C-03007496 (liaison counsel for plaintiffs, derivative action);

In Re Creditrust Corporation Securities Litigation, United States District Court for the District of Maryland, Civil Action No. MJG-00-2174 (plaintiffs, securities);

Allen v. Price Legacy Corp., Circuit Court for Baltimore City, Case No. 24-C-04-007204 (plaintiffs, breach of fiduciary duty);

In re Chateau Communities, Inc.. Shareholders Litigation, Circuit Court for Baltimore City, Case No. 24-C-03006333 (counsel for plaintiffs, breach of fiduciary duty);

In re Homestead Village Shareholder Litigation, Circuit Court for Baltimore City, Case No. 24-C-00-001556 (counsel for plaintiffs, fraud);

In Re Manugistics Group, Inc. Securities Litigation, United States District Court for the District of Maryland, Civil Action No. 98-CV-1881 (FNS), (liaison counsel for plaintiffs, securities);

Lipstein v. MCFN, Inc., Circuit for Frederick County, Maryland, Case No. 96-2079-CV (counsel for plaintiffs, fraud);

Goldenberg v. Marriott PLP Corporation, United States District Court for the District of Maryland, Civil Action No. PJM-95-3461 (counsel for plaintiffs, real estate limited partnership, fraud);

In Re: Cryomedical Sciences, Inc. Securities Litigation, United States District Court for the District of Maryland, Civil Action No. AW-94-873 (liaison counsel for plaintiffs, securities);

In Re: Kirschner Medical Corporation Securities Litigation, United States District Court for the District of Maryland, Civil Action No. WN-90-858 (liaison counsel for plaintiffs, securities);

In Re: USF&G Securities Litigation, United States District Court for the District of Maryland, Civil Action No. B-90-2992 (liaison counsel for plaintiffs, securities);

United Apple Sales Incorporated Profit Sharing Trust U/A Dtd 8/1/71, et al. v. Marriott Corporation, et al., United States District Court for the District of Maryland, Civil Action No. H-92-2858 (liaison counsel for plaintiffs, securities);

In Re: Jiffy Lube Securities Litigation, United States District Court for the District of Maryland, Civil Action No. JHY-89-1939 (liaison counsel for plaintiffs, securities);

In Re: RAC Mortgage Investment Corporation Securities Litigation, United States District Court for the District of Maryland, Civil Action No. K-89-1796 (liaison counsel for plaintiffs, securities);

Becker v. James C. Marshall, et al., (Residential Resources) Circuit Court for Baltimore City, Case No. 89-107131 CL 91848 (plaintiffs, breach of fiduciary duty);

Rubin v. Louisiana Land, Circuit Court for Baltimore City, Case No. 84-202031 CL 23303 (plaintiffs, breach of fiduciary duty);

In Re: Allico Shareholders' Litigation, Circuit Court for Prince George's County, Case No. 88-02940 (plaintiffs, breach of fiduciary duty);

Lepow Equities Corp. v. First Maryland Bank Corp., Circuit Court for Baltimore City, Case No. 88-260070 (liaison counsel for plaintiffs, fraud);

CertainFeed/St. Gobain Stockholders' Litigation, Circuit Court for Baltimore City, Case No. 88-05064 CL 77969 (liaison counsel for plaintiffs, fraud);

Bulowsky v. Prince George's County Board of Realtors, United States District Court for the District of Maryland, Civil Action No. K-71-1068 (counsel for plaintiffs, antitrust);

In Re: Montgomery County Real Estate Antitrust Litigation, United States District Court for the District of Maryland, Civil Action No. B-77-513 (liaison counsel for plaintiffs, antitrust);

In Re: Independent Gasoline Antitrust Litigation, (MDL 267) (liaison counsel for plaintiffs, antitrust);

Caplan v. T. Rowe Price & Associates, United States District Court for the District of Maryland, Civil Action No. Y-79-1434 (liaison counsel for plaintiffs, securities);

Mutual Shares Corp. and E.A. Greenfield v. Amdisco Corp., et al., Circuit Court for Baltimore City, Case No. 122A 844 A-62522 (counsel for plaintiffs, securities);

Edward A. Taubman v. McCormick & Co., Inc. et al., United States District Court for the District of Maryland, Civil Action No. HM-82-01482 (liaison counsel for plaintiff, securities);

The partners who have worked on this matter and their biographical information are:

John B. Isbister – Mr. Isbister is a partner at Tydings & Rosenberg LLP. He graduated from the University of Maryland in 1975 and the University of Maryland School of Law in 1977. He served as law clerk for the late Honorable David T. Mason, Court of Special Appeals in Maryland. He is a member of the bars of the State of Maryland and the District of Columbia. He has served as counsel (including liaison counsel) in all of the above-referenced actions, except *In re Creditrust and Goldenberg v. Marriott PLP*. Mr. Isbister served as plaintiffs' liaison counsel and Plaintiffs' Administrative Chair in *In Re Mutual Funds Investment Litigation*, MDL – 1586 (USDC MD). He is listed by *Benchmark Litigation* since 2010 as a "local litigation star" in the State of Maryland for his complex litigation practice and has been cited in Best Lawyers in America since 2008. For 2012, Best Lawyers designated him as "Lawyer of the Year" in "Mass Tort Litigation/Class Actions—Defendants Lawyer" in the Baltimore area.

Daniel S. Katz- Mr. Katz is a partner at Tydings & Rosenberg LLP. He graduated from University of Maryland in 1977, and the University of Maryland School of Law in 1980. He was admitted to practice in Maryland in 1980. He practices in the areas of commercial litigation, tort litigation, securities litigation, class action litigation, and professional malpractice litigation. He has served as counsel in some of the various class actions listed above. He was selected to Maryland Super Lawyers from 2009 through 2016. He successfully argued a motion for summary judgment on the issue of liability in *Curtis J. Timm and Camac Fund LP v. Impac Mortgage Holdings, Inc.*, Circuit Court for Baltimore City, Case No. 24-C-11-00839, which decision was affirmed by the Maryland Court of Special Appeals, *Impac Mortgage Holdings, Inc. v. Timm, et al.*, 245 Md.App. 84 (2020), and by the Maryland Court of Appeals, *Impac Mortgage Holdings, Inc. v. Timm, et al.*, 474 Md. 495 (2021).

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

**DECLARATION OF JACOB KAMENIR REGARDING
NOTICE AND CLAIMS ADMINISTRATION**

I, Jacob Kamenir, declare as follows:

1. I am employed as a Director of Business Development by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our corporate office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (612) 578-6673. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself. I have personal knowledge of the information set forth herein.

2. Simpluris is a class action administrator located in Cost Mesa, California. Established in 2007, Simpluris has administered over 6,000 cases nationwide, with class sizes ranging from a few hundred to over one million class members. Representative cases include: *Myart v. AutoZone, Inc.* and *Aceves v. Autozone, Inc.* (US District Court, CA Central Division) (208,050 class members), *Diaz v. SeaWorld* (Superior Court of the State of California) (1,281,123 class members), and *Woods v. Vector Marketing* (US District Court, Northern District of California) (194,500 class members).

3. Simpluris was approved by Counsel for both Parties and appointed by the Court in the Preliminary Approval Order entered on October 14, 2021, to provide settlement administration services in this settlement. In this capacity, Simpluris was charged with the following:

- a. establishing and maintaining a settlement-specific website, in English and Spanish (www.TitaniumCobaltSettlement.com);
- b. establishing and maintaining a settlement-specific toll-free phone number (1-866-612-2787), offering the opportunity to listen to frequently-asked questions in English or Spanish, or to speak with a representative;
- c. establishing a P.O. Box to receive undeliverable Notices, paper Claim Forms, requests for exclusion, objections to the proposed settlement, and any other correspondence submitted by Settlement Class members;
- d. printing and mailing a short form Notice to known Settlement Class members;
- e. receiving and processing Settlement Class members' requests for exclusion from the proposed settlement and objections to the proposed settlement;
- f. receiving, processing, and validating Settlement Class members' Claim Forms, whether submitted online or by mail;
- g. processing and issuing payments via check or electronic payment to eligible Settlement Class members, and sending payments to the Settlement Class Representative and Settlement Class Counsel;
- h. providing counsel for the Parties with weekly and/or daily status reports; and
- i. other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

MAILED NOTICE

4. Pursuant to the Preliminary Approval Order, Simpluris translated the Court-approved short form Notice, long form Notice and Claim Form into Spanish. Both versions of the short form Notice were formatted to be sent by mail or email, as needed. Both versions of the long form Notice and Claim Form were formatted to be made available on the Settlement website. Attached hereto as Exhibits A through C are the short form Notice, long form Notice, and Claim Form, respectively.

5. The Notices advised Settlement Class members of their right to make a claim, request exclusion from the settlement, object to the settlement, or do nothing, and the implications of each such action. The Notices advised Settlement Class members of applicable deadlines and other events, including the Final Approval Hearing, and how Settlement Class members could obtain additional information.

6. On November 3, 2021, Counsel for Defendant provided Simpluris with a mailing list containing 126 known Settlement Class members' full names and mailing addresses. On November 8, 2021, two (2) additional Settlement Class members' names and mailing addresses were provided. Therefore, the total mailing list contained 128 known Settlement Class members' names and mailing addresses. The mailing list was processed and updated utilizing the National Change of Address Database maintained by the U.S. Postal Service, which contains requested changes of address filed with the U.S. Postal Service. The mailing list was then loaded to a Settlement-specific database.

7. On November 17, 2021, Simpluris sent a short form Notice, via USPS, to the 128 known Settlement Class members in the mailing list. A total of four (4) Notices were returned as undeliverable. Simpluris completed advanced address searches, also known as skip-traces, on the four (4) records associated with the returned Notices. Simpluris was able to locate two (2) updated addresses and promptly re-mailed a Notice to the updated addresses. As of today, there are two (2) Notices that remain undeliverable via USPS.

DIGITAL NOTICE

8. To supplement the mailed Notice, Simpluris designed a paid media program intended to reach at least 70% of the estimated Settlement Class. The program included the digital advertising described below, which provided Settlement Class members with additional notice and online Claim Form filing opportunities. With nearly 9.5 million gross impressions, we are confident that we reached 70% of the estimated Settlement Class.

9. Internet advertisements appeared on a rotating basis on the online networks Facebook¹ and Google beginning November 12, 2021, through January 11, 2022. Beginning December 13, 2021, banner advertisements² were also run in English and Spanish. The ads provided a direct link to the Settlement Website, where Settlement Class members could review information about the case, the settlement, and file a claim online. In total, these advertisements delivered 9,478,661 gross impressions, and resulted in 65,070 clicks through to the settlement website. Attached hereto as Exhibits D and E are true and correct copies of the Facebook and Google ads, respectively. Attached as Exhibit F are the English and Spanish banner ads.

10. In addition to internet advertisements, the settlement was featured on the Top Class Actions' ("TCA") website (www.TopClassActions.com) from November 18, 2021, through November 30, 2021, and again from December 28, 2021, through January 11, 2022. Beginning December 28, 2021, the Settlement rotated through TCA's home page primary feature location. TCA also featured the Settlement in its emailed newsletter and in its social media posts. In total, the spotlight provided by TCA resulted in 239,228 clicks through to the

¹ At the outset, Facebook ads targeted individuals that were 24+ years in age, located in the United States. The age range was limited at that time because individuals who were 24 at the time of the campaign would have been approximately 18 in 2015, at the beginning of the Class Period. Demographic targeting included: home and garden, do-it-yourself (DIY), tools, home improvement, and construction. Over time, Facebook lookalike ads began targeting individuals that were 18+ and who had similarities in location and interests to those who had gone to the settlement website to file a claim.

² Google and banner ads targeted individuals of all ages that were located in the United States, and English or Spanish-speaking. Demographic targeting included: do-it-yourselfers (DIY), construction workers, contractors, and tool shoppers. Additional ads targeted individuals that were 18+ and who had similarities in location and interests to those who had gone to the settlement website to file a claim.

Settlement website. Attached hereto as Exhibit G is a copy of the Settlement-specific page on TCA's website.

WEBSITE AND TELEPHONE NUMBER

11. Simpluris prepared and maintains a Settlement website in both English and Spanish, www.TitaniumCobaltSettlement.com, that includes important dates and deadlines, and Settlement-related documents, such as the Settlement Agreement. An online Claim Form module was also active during the Claim Period. The website has been available to the public from November 12, 2021. As of February 25, 2022, the website has been visited by 140,741 unique visitors with 244,359 page views. Attached hereto as Exhibit H is an image of the Settlement website contents, in English and Spanish.

12. A toll-free telephone number was included in the Notice and on the Settlement website for the purpose of allowing the Settlement Class members to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours. Spanish-speaking representatives are also available during normal business hours. The toll-free telephone number included in both forms of the Notice was (866) 612-2787. This number is active and has been available to the public since November 12, 2021.

REQUESTS FOR EXCLUSION AND OBJECTIONS

13. The postmark deadline for Settlement Class members to submit a request for exclusion from the proposed settlement or object to the proposed settlement was December 27, 2021.

14. As of today's date, Simpluris has received one (1) request for exclusion from the proposed settlement from a Settlement Class member.

15. As of today's date, Simpluris has also received zero (0) objections to the proposed Settlement from Settlement Class members, though Simpluris been informed by Counsel that one (1) objection was filed with the Court which the Court deemed to be invalid and order it to be stricken from the record.

CLAIM FORMS RECEIVED AND PROCESSED

16. As of today's date, Simpluris has received a total of 63,704 Claim Forms.

17. Of the 63,704 Claim Forms received, 11 Claim Forms were postmarked after the January 11, 2022 deadline and were therefore late. Of the remaining 63,693 timely Claim Forms, 2,981 have been determined to be ineligible for the following reasons:

- a. 2,979 Claim Forms have been found to be duplicative based on a review of matching name and address, or matching name, address and email; and
- b. Two (2) Claimants submitted Claim Forms that were missing a signature.

18. Of the 63,693 timely Claim Forms, 16 were determined to be deficient because the Claimant did not indicate a purchase amount. These Claimants will be notified of the status of their claim and provided an opportunity to cure the claim. An additional 21 Claim Forms will be audited due to having claimed over \$50,000.00 in purchases. These Claimants will be notified of the status of their claim and provided an opportunity to supply supporting documentation for their claim.

19. Claim Form processing is ongoing. As of today's date, of the 63,704 Claim Forms received, 60,675 have been deemed timely and valid, and are therefore eligible for payments totaling approximately \$452,031.88. Pursuant to the Settlement Agreement, the potential total payout amount was calculated by first reducing each eligible claimant's claimed purchases to 40% of the claimed amount. Any claimed amounts exceeding \$8 were then capped at the \$8 maximum payout.

ADMINISTRATION COSTS

20. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, will be \$249,500.00. Attached hereto as Exhibit I is a copy of Simpluris' original bid.

I declare under penalty of perjury that the above is true and correct and that this Declaration was executed this 4th day of March, 2022, in Albert Lea, Minnesota.

By: 
JACOB KAMENIR

EXHIBIT A



A Complex Litigation & Trial Practice

NEW YORK | PENNSYLVANIA | NEW JERSEY | CALIFORNIA

The Sultz Law Group, P.C. focuses on consumer class actions and other complex civil litigation. The firm is headquartered in Poughkeepsie, New York, and maintains offices in New York City, New Jersey, California, and Pennsylvania. Since its founding in 2013, The Sultz Law Group, P.C. has served as lead counsel in numerous high-profile consumer class action cases and has obtained over a billion dollars in class settlements on behalf of consumers throughout the country. The firm is included in Martindale-Hubbell's Bar Register of Preeminent Lawyers for its class action practice. All of the partners in the firm are AV rated by Martindale-Hubbell and have been selected as Super Lawyers. In addition, they have also been selected as the American Law Media's Mass Tort Lawyers of the Year. The firm's founding partner, Mr. Sultz, has earned selection as a Senior Fellow of the Litigation Counsel of America (LCA), recognizing the country's top trial attorneys, and is a member of their Trial Law and Diversity Institute. Mr. Sultz has also been named in Lawdragon's list of 500 Leading Plaintiff Financial Lawyers for 2019, 2020, and 2021. The firm's attorneys have contributed to or been featured in various well-known publications regarding their class action practice, including: *Law360*, *Inside Counsel Magazine*, *Risk Management Magazine*, *CNBC News*, *Reuters*, *Bloomberg News*, and the *New York Post*. The Sultz Law Group was named the best nationwide civil dispute firm in the U.S. Business News Legal Elite Awards in 2020. More detail about the firm, its practice areas, and its attorneys appear on its website: www.thesultzlawgroup.com.

I. Class Action Litigation Experience

Attorneys at The Sultz Law Group, P.C. have advocated for consumers' and workers' rights, successfully challenging some of the nation's largest and most powerful corporations for a variety of improper, unfair, and deceptive business practices in a wide range of industries including, the auto, financial, cosmetic, food, and supplement industries. Through our efforts, we have recovered significant benefits for our consumer clients. Moreover, courts throughout the country have recognized The Sultz Law Group's significant experience with regards to its class action practice. *See Patora v. Tarte, Inc.*, Case No. 18-cv-11760-KMK (S.D.N.Y.), (Judge Kenneth M. Karas stated that "[t]he plaintiff here was ably represented by class counsel, who is clearly well-versed in complex class action litigation. I can speak from personal experience dealing with The Sultz Firm, which has many highly-qualified and capable and experienced lawyers representing plaintiffs in consumer class actions. . ."); *see also Shiv Patel v. St. John's University*, Case No. 1:20-cv-02114 (E.D.N.Y.) (Judge Steven Gold observed that, "The firms' expertise and competency in the class action context are reflected by the favorable outcomes they have obtained in previous suits... particularly in light of their impressive record."); *Griffin, Anthony, et al., v. Aldi, Inc., Doe Defendants 1-10*, Case No. 16-cv-00354 (N.D.N.Y.) (Judge Lawrence E. Kahn stated that "The quality of the representation also supports the award. Plaintiffs' Counsel have worked diligently and are experienced and well-versed in wage and hour cases and class actions."); *Susan Swetz et al v. GSK Consumer Health, Inc.*, Case No. 7:20-cv-04731 (SDNY) (Judge Román stated that "Class Counsel have prosecuted the Litigation with skill, perseverance, and diligence, as reflected by the Settlement Fund achieved and the positive reception of the Settlement

Agreement by the Settlement Class.”); *Arredondo v. University of La Verne*, Case No. 2:20-cv-07665 (C.D. Cal.) (Judge Mark C. Scarsi stated “Counsel also has a wealth of experience handling class actions. . . Counsel has demonstrated strong knowledge of the applicable law throughout the briefing process for this class certification motion. And finally, counsel has demonstrated it will commit sufficient resources to represent the class in this heavily litigated case.”)

Recent Settled matters include:

- *In re Kia Engine Litigation.*, No. 8:17-cv-00838-JLS-JDE (C.D. Cal.) (served as co-lead counsel in an automobile defect case and reached a nationwide settlement valued at \$1.3 billion on behalf of owners and lessees of certain Hyundai and Kia vehicles)
- *Foster, Andrew Tyler et al. v. L-3 Communications EOTEC, Inc., et al.*, Case No. 15-cv-03519 (W.D. Mo.) (served as co-lead counsel and obtained more than \$50 million dollars in monetary relief for consumers who purchased falsely advertised holographic weapons sights)
- *Griffin, Anthony, et al., v. Aldi, Inc., Doe Defendants 1-10*, Case No. 16-cv-00354 (N.D.N.Y.) (served as co-lead counsel and obtained a settlement fund of \$9.8 million on behalf of a national and NY class of employees who were not paid for all of the hours they worked and who did not receive appropriate overtime under federal and NY law)
- *Susan Swetz, et al. v. GSK Consumer Health, Inc.*, Case No. 7:20-cv-04731 (S.D.N.Y.) (served as co-lead counsel and obtained a settlement fund of \$6.5 million and injunctive relief in the form of label modifications on behalf of a national class of consumers who purchased dietary supplements alleged to have been deceptively labeled)
- *Run Them Sweet, LLC v. CPA Global, Ltd., et al*, Case No. 1:16-cv-1347 (E.D. VA.) (served as co-lead counsel and obtained a settlement fund of \$5.6 million on behalf of consumers who were overcharged with respect to foreign patent renewal services)
- *Davenport, Sumner, et al. v. Discover Financial Services, et al.*, Case No. 15-cv-06052 (N.D. Ill) (served as co-lead counsel and obtained a settlement fund of \$5.6 million for victims of violations of the Telephone Consumer Protection Act)
- *Rapoport-Hecht, Tziva et al. v. Seventh Generation, Inc.*, Case No. 14-cv-9087 (S.D.N.Y.) (served as co-lead counsel and obtained a settlement fund of \$4.5 million and injunctive relief in the form of label modifications on behalf of a national class of consumers who purchased cleaning products alleged to have been deceptively labeled)
- *Schmitt, et al. v. Yunique, LLC*, No. 8:17-cv-01397-JVS-JDE (C.D. Cal.), (served as co-lead counsel and obtained a settlement fund of \$3.25 million and injunctive relief in the form of label modifications on behalf of consumers in a case involving allegedly deceptive labeling of consumer products)
- *Vincent, Wesley, et al. v. People Against Dirty, PBC. and Method Products, PBC.*, Case No. 7:16-cv-06936 (S.D.N.Y.) (served as co-lead counsel and obtained a settlement fund of \$2.8 million and injunctive relief in the form of label modifications on behalf of a national class of consumers who purchased cleaning products alleged to have been deceptively labeled)
- *Mayhew, Tanya, et al., v. KAS Direct, LLC and S.C. Johnson & Son, Inc.*, Case No. 16-cv-6981 (S.D.N.Y.) (served as co-lead counsel and obtained a settlement fund of \$2.2 million)

and injunctive relief in the form of label modifications on behalf of a national class of consumers who purchased baby products alleged to have been deceptively labeled)

- *Patora v. Tarte, Inc.*, Case No. 7:18-cv-11760-KMK (S.D.N.Y.) (served as lead counsel and obtained a settlement fund of \$1.7 million and injunctive relief in the form of label modifications on behalf of a national class of consumers who purchased cleaning products alleged to have been deceptively labeled)
- *Luib, Tony, et al., v. Henkel Consumer Goods Inc.*, Case No. 17-cv-03021 (E.D.N.Y.) (served as co-lead counsel and obtained a settlement fund of \$1.5 million and injunctive relief in the form of label modifications on behalf of a national class of consumers who purchased cleaning products alleged to have been deceptively labeled)
- *Khavarian, et al. v. Jerome's Furniture Warehouse*, No. 37-2018-00065353-CU-BT-CTL (Sup. Ct. San Diego Cty.) (served as lead counsel and obtained a settlement fund of \$425,000 as well as refunds of up to 12% of the purchase price on behalf of consumers who purchased falsely advertised furniture)
- *Georgette Santa Maria, et al. v. Hyatt Equities LLC, et al.*, No. 2018-51928 (Dutchess County Supreme Court) (served as co-lead counsel and obtained a settlement fund on behalf of a national and NY class of employees who were not paid for all of the hours they worked and who did not receive appropriate overtime under federal and NY law)
- *Baumgarten v. Cleanwell, LLC*, Case No. 1:16-cv-01780 (E.D.N.Y.) (served as lead counsel and obtained injunctive relief in the form of label modifications on behalf of a national class of consumers against a company that allegedly sold deceptively labeled products)
- *Nicotra, Jennifer et al. v. Babo Botanicals, LLC*, Case No. 16-cv-00296 (E.D.N.Y.) (served as lead counsel and obtained injunctive relief in the form of label modifications on behalf of a national class of consumers against a company that marketed skin and haircare products alleged to have been deceptively labeled)

II. Attorney Biographies

Jason P. Sultzer

Jason P. Sultzer is a nationally recognized trial lawyer and the founding partner of The Sultzer Law Group P.C. He represents clients throughout the United States in high profile litigations and has substantial experience in class actions, mass torts, business disputes, personal injury litigation, product liability, and intellectual property-related issues.

Over the last twenty-five years, Mr. Sultzer has successfully defended and prosecuted nationally recognized companies in highly publicized class action lawsuits in state and federal courts, including proceedings before the Judicial Panel on Multidistrict Litigation. These class actions involved a wide variety of matters, including unfair competition, breach of warranty, product-related issues, employment discrimination, civil rights, overtime wages, the Fair Debt Collection Practices Act, abusive mortgage lending practices, The Telephone Consumer Protection Act, and consumer protection statutes of nearly all fifty states. Mr. Sultzer has been appointed as lead counsel in a number of class action lawsuits in which he has recovered millions of dollars and obtained injunctive relief on behalf of aggrieved consumers nationwide in cases involving

fraudulent representations of various products, supplements, foods, and automobiles. In his capacity as lead counsel courts have referred to Mr. Sultzer's credentials as nothing short of sterling.

Mr. Sultzer is a frequent author and lecturer about class action lawsuits and has been quoted in national publications concerning the Class Action Fairness Act and class action settlements.

Mr. Sultzer has received the Martindale-Hubbell AV rating, indicating that his legal peers rank him at the highest level of professional excellence. He was also named as a "Mass Tort Lawyer of the Year" by American Law Media, has been recognized as a Super Lawyer for the last ten years, and was selected for Lawdragon's list of 500 Leading Plaintiff Financial Lawyers for 2019 and 2020. Mr. Sultzer, was also featured on the front cover of the Wall Street Journal's Legal Leader's magazine in 2014 and 2015 designating him as one of New York's top rated lawyers. In addition, Mr. Sultzer has earned selection as a Senior Fellow of the Litigation Counsel of America (LCA), recognizing the country's top trial attorneys. The LCA is an invitation-only honorary society that is composed of less than one-half of one percent of American lawyers. Mr. Sultzer is also a member of the LCA's Trial Law and Diversity Institute and its Honorary Order of Juris (consisting of attorneys who have tried fifty or more bench or jury trials to verdict).

Prior to opening The Sultzer Law Group P.C., Mr. Sultzer was the youngest equity partner at one of the largest law firms in the country where he served as the co-chairman of its class action practice group. Earlier in his career, Mr. Sultzer was in-house counsel for Owens Corning, a Fortune 500 Company, where he was involved in defending the company against tens of thousands of asbestos lawsuits throughout the country.

Joseph Lipari

Joseph Lipari is a partner of The Sultzer Law Group. Mr. Lipari has litigated in state and federal courts throughout the United States, and he has appeared before binding arbitration panels. He has achieved numerous successful outcomes as counsel for plaintiffs and defendants, including verdicts and settlements.

He has successfully represented businesses in complex suits arising out of high-profile, catastrophic events including: underground mining accidents in Alabama; steel mill explosions in Pennsylvania and Louisiana; and extended unplanned shutdowns and outages in mills, plants, and factories located across the United States and abroad.

Mr. Lipari was featured in *Law360* for a defense verdict he obtained on behalf of his manufacturer client. *See Moyer v. Siemens VAI Services and Signal Metal Industries, Inc.*, No. 2:11-cv-03185 (E.D. La.) (Louisiana jury found defendant was not liable for \$2.6 million wrongful death award following a deadly molten steel eruption allegedly linked to equipment designed by the company's predecessor).

Mr. Lipari has created significant caselaw in the field of consumer class actions. *See, e.g., Silva,*

Christopher et al. v. Smucker Natural Foods, Inc. and J.M. Smucker Co., 14-cv-6154 (E.D.N.Y.); *Sitt v. Nature's Bounty, Inc. et al.*, 15-cv-04199 (S.D.N.Y.).

He is admitted to the bars of New York, Pennsylvania, and New Jersey. He has also appeared as counsel, by way of *pro hac vice* admission, in over twenty states. Mr. Lipari has lectured and published on topics including trial strategy, patent disputes, hydrofracking in the Marcellus Shale, and risk management practices.

Mr. Lipari is a 2002 graduate of Seton Hall University School of Law. Before law school, he attended Officer Candidate School in Quantico, Virginia, and was offered a commission as Second Lieutenant in the United States Marine Corps.

Prior to joining The Sultz Law Group P.C., Mr. Lipari was a partner at a prominent national litigation firm. Earlier in his career, he was associated with one of the largest law firms in the country.

Mr. Lipari has received the Martindale-Hubbell AV rating, indicating that his legal peers rank him at the highest level of professional excellence. He was also named as a "Mass Tort Lawyer of the Year" by American Law Media, and has been recognized as a Super Lawyer.

Daniel Markowitz

Daniel Markowitz is an associate at the Sultz Law Group. He is an experienced litigator and class action attorney. Mr. Markowitz is known for developing strong client relationships centered around professionalism, clear communication, and dedication to understanding and fighting for the needs of his clients. He has represented clients on complex litigation in both federal and state court, including many high-profile cases involving prominent businesses. Representing plaintiffs, Mr. Markowitz has worked on class actions that resulted in settlements of over \$50,000,000.00.

Mr. Markowitz received recognition by being selected to the NY Metro Super Lawyers Rising Stars list each year from 2014-2019, and was selected to the NY Metro Super Lawyers list in 2020.

Mr. Markowitz graduated cum laude from NYU and went on to receive his law degree from St. John's University.

Prior to joining The Sultz Law Group P.C., Mr. Markowitz began his career as in-house counsel. He then spent several years at a prominent litigation class action firm. He is admitted to practice in New York State, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Mindy Dolgoff

Ms. Dolgoff is an associate at The Sultz Law Group. She is an experienced litigator and class action attorney and has represented clients on complex litigation matters in both state and federal court.

Prior to joining the firm, Ms. Dolgoff started her career at one of the most prominent international law firms and represented high profile clients on numerous complex commercial matters. She also spent several years at one of the top securities class action law firms where she represented institutional investors in securities fraud class action litigation. In that capacity, Ms. Dolgoff was a member of the trial team that took one of the few securities class action cases to trial and achieved a favorable verdict for its investor clients against a regional bank.

Ms. Dolgoff earned her Juris Doctor from NYU School of Law in 2004, where she served as a staff editor for the Environmental Law Journal. She graduated from Emory University with a B.A. in 2001.

Ethan Rubin

Ethan Rubin is an associate at The Sultz Law Group. Mr. Rubin focuses on representing consumers in a wide range of class actions.

Prior to joining the firm, Mr. Rubin was an associate with two premier mid-size defense litigation law firms where he represented institutional clients in complex tort actions that spanned negligence to malpractice lawsuits.

Mr. Rubin earned his Juris Doctor from Benjamin N. Cardozo School of Law in 2018, where he was the Senior Notes Editor for the Cardozo Journal of Conflict Resolution. He was published by the Cardozo Journal of Conflict Resolution and the American Bar Association Journal of Mediation. Mr. Rubin graduated from SUNY Binghamton University in 2014 with a Bachelor of Arts in History.

David Shoop

For over 15 years, Mr. Shoop has represented injured consumers in a wide range of matters involving the defective design, manufacture, and distribution of dangerous products. He has had a hand in recovering over \$100 million in settlements and verdicts for his clients – just in the realms of product liability and defective medical devices alone. One such case involved a \$30 million verdict in a product liability lawsuit in Los Angeles County (Case No. BC 594187). He also regularly handles multi-million-dollar cases against the manufacturers of medical devices, including a recent \$14 million aggregate settlement for an implantable medical device.

In addition to understanding the inner workings of insurance defense, David has valuable knowledge of engineering and physics, accident reconstruction, biometrics, and other fields applicable to the cases he handles. He uses this knowledge as well as the testimony and work of experts across many fields, such as engineers, economists, medical professionals, and more. He handles cases involving complex engineering, product testing, hazard identification, faulty warnings, and other matters. David is a member of the National Fire Protection Association

(NFPA) and has litigated a number of fire and casualty cases, with a recent \$3.5 million settlement for burn injury clients.

Thomas Alch

Over the span of a legal career that has lasted close to three decades, Thomas S. Alch has recovered hundreds of millions of dollars on behalf of clients who were injured through negligence and by defective products. At the forefront of the law on defective medical devices, he has been featured on national news outlets such as ABC and Fox, as well as radio programs and magazines.

Tom has significant experience litigating highly technical cases involving defective medical devices, which he uses to secure a strong foothold in the uphill battle against negligent manufacturers, distributors, healthcare professionals, and their insurance providers. He has obtained victories for clients in cases involving obstetric vacuums, surgical implements, medical beds, and more.

Tom has many notable wins and achievements on his record. He has argued before the California Court of Appeals and has won numerous jury verdicts. He also regularly handles class actions for medical devices, product recalls, and other dangerous products. He is admitted to practice in California, Nevada, and Arizona.

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

**[PROPOSED] 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 Sultz 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: _____

JUDGE OF THE CIRCUIT COURT