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Sherri R. Carter Executive Officer/Clerk  
By *[Signature]*, Deputy  
J.M. Gurnee

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FEB 29 2016  
FILING WINDOW

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6 Attorneys for Defendant  
7 APEX TOOL GROUP, LLC

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

11 CONSUMER ADVOCACY GROUP, INC., in  
the public interest,

12 Plaintiff,

13 v.

14 APEX TOOL GROUP, LLC, a Delaware  
15 Limited Liability Company; and DOES 1-20,

16 Defendants.

Case No. BC580146

17 CONSENT JUDGMENT [~~PROPOSED~~]

Health & Safety Code § 25249.5 *et seq.*

19 1. INTRODUCTION

20 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer  
21 Advocacy Group, Inc. (referred to as "CAG) acting on behalf of itself and in the interest of the  
22 public and defendant Apex Tool Group, LLC ("Apex") with each a Party to the action and  
23 collectively referred to as "Parties."

24 1.2 CAG is a California corporation that serves as a private enforcer of Proposition  
25 65, as described in Proposition 65 and the regulations of the Attorney General of California at  
26 11 Cal. Code Regs. § 3000 *et seq.*

27 1.3 Apex employs ten or more persons, is a person in the course of doing business  
28 for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health

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1 & Safety Code §§ 25249.6 et seq. (“Proposition 65”), and distributes and sells hand tools with  
2 cushioned grips, including:

3 1.3.1 Crescent® Brand Adjustable Wrench Set, 1-5/16” (33mm) max. Jaw  
4 Capacity, 15/16” (24mm) max. Jaw Capacity, Tighter Fit 10” 250 mm, Tighter Fit 6”  
5 150mm, “Guaranteed™ Forever”, “AT2610CVS”, “ATG-353”, barcode: 0 37103 25410  
6 8;

7 1.3.2 Crescent® Brand Nail Puller, “Code Red Serious Renovation”, “NP11”,  
8 “Made in China” Barcode: 0 37103 26358 2;

9 1.3.3 H.K. Porter® Electronic Cable Cutters, “0890CSJ”, “4/0 Aluminum”, “2/0  
10 Soft Copper Cable”, “Made in China”, Barcode 0 37103 91191 9;

11 1.3.4 “KD® Tools Terminal Wrench”, 3367, Use On Most GM Side Terminal  
12 Batteries or Any 5/16” Battery Terminal, KD3367 WR BTRY SIDE TERM GM,  
13 KDOOS, “Manufactured in Taiwan to KD Tools Specifications”, 082171033674;

14 1.3.5 ‘Crescent Brand® Quality and Innovation since 1907’ End Cutting Nipper,  
15 (7” 178mm) 727CVN, Cooper Hand Tools, 1000 Lufkin Road, Apex, NC 27539 (www.  
16 Cooperhandtools.com) “Made in Taiwan to Cooper Hand Tools Specifications” UPC 0  
17 37103 21315 0;

18 1.3.6 Crescent® BRAND Quality and Innovation since 1907 Long Chain Nose  
19 Pliers; 6” 150mm; 6546CVSMLN; COOPER Hand Tools; 1000 Lufkin Road, Apex, NC  
20 27539 (www. Cooperhandtools.com); “Made in Taiwan to Cooper Hand Tools  
21 Specifications”; UPC: 0 37103 21283 2;

22 1.3.7 “WISS® Tinner Snip ‘11” 279mm’ A10BSL “AIOBS Dropped-Forged”  
23 Cuts Up To 22GA CRS, ‘Satisfaction Guaranteed Meets ASME Specifications’ “Larger  
24 handle rings and comfortable double-dipped cushiono [sic] grips for greater comfort and  
25 less fatigue” Made in China, Apex Tools Group, LLC 14600 York Road, Suite A, Sparks,  
26 MD 21152 CT10-12002 UPC: 0 37103 19175 5;

27 1.3.8 Crescent® BRAND Quality and Innovation since 1907 Heavy Duty  
28 Linesman’s Pliers; 9” 229mm; 205091VN; UPC 0 37103 21382 2; and

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1.3.9 KD® Tubing Bender #2517, UPC # 0 82171 025174.

1.4 **Notices of Violation.**

1.4.1 On or about June 20, 2013, CAG served Apex, and various public enforcement agencies with a document entitled "Sixty-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in the Hand Tools it sells, including Crescent® Brand Adjustable Wrench Set, 1-5/16" (33mm) max. Jaw Capacity, 15/16" (24mm) max. Jaw Capacity, Tighter Fit 10" 250 mm, Tighter Fit 6" 150mm, "Guaranteed™ Forever", "AT2610CVS", "ATG-353", barcode: 0 37103 25410 8. (herein the "June 20, 2013 Notice") No public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

1.4.2 On or about July 3, 2014, CAG served Apex, and various public enforcement agencies with a document entitled "Sixty-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in the Hand Tools it sells, including (1) Crescent® Brand Nail Puller, "Code Red Serious Renovation", "NP11", "Made in China" Barcode: 0 37103 26358 2; and (2) H.K. Porter® Electronic Cable Cutters, "0890CSJ", "4/0 Aluminum", "2/0 Soft Copper Cable", "Made in China", Barcode 0 37103 91191 9. (herein the "July 3, 2014 Notice") No public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

1.4.3 On or about September 24, 2014, CAG served Apex, and various public enforcement agencies with a document entitled "Sixty-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP and DBP contained in the Hand Tools it sells, including "KD® Tools Terminal Wrench", 3367, Use On Most GM

1 Side Terminal Batteries or Any 5/16" Battery Terminal, KD3367 WR BTRY SIDE  
2 TERM GM, KDOOS, "Manufactured in Taiwan to KD Tools Specifications",  
3 082171033674." (herein the "September 24, 2014 Notice") No public enforcer has  
4 commenced or diligently prosecuted the allegations set forth in the Notice.

5 1.4.4 On or about January 9, 2015, CAG served Apex, and various public  
6 enforcement agencies with a document entitled "Sixty-Day Notice of Intent to Sue for  
7 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" that provided  
8 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for  
9 failing to warn individuals in California of exposures to DEHP and DBP contained in the  
10 Hand Tools it sells, including "'Crescent Brand® Quality and Innovation since 1907' End  
11 Cutting Nipper, (7" 178mm) 727CVN, Cooper Hand Tools, 1000 Lufkin Road, Apex, NC  
12 27539 (www. Cooperhandtools.com) "Made in Taiwan to Cooper Hand Tools  
13 Specifications" UPC 0 37103 21315 0". (herein the "January 9, 2015 Notice") No public  
14 enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

15 1.4.5 On or about February 6, 2015, CAG served Apex, and various public  
16 enforcement agencies with a document entitled "Sixty-Day Notice of Intent to Sue for  
17 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" that provided  
18 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for  
19 failing to warn individuals in California of exposures to DBP contained in the Hand Tools  
20 it sells, including Crescent® BRAND Quality and Innovation since 1907 Long Chain  
21 Nose Pliers; 6" 150mm; 6546CVSMLN; COOPER Hand Tools; 1000 Lufkin Road, Apex,  
22 NC 27539 (www. Cooperhandtools.com); "Made in Taiwan to Cooper Hand Tools  
23 Specifications"; UPC: 0 37103 21283 2. (herein the "February 6, 2015 Notice") No  
24 public enforcer has commenced or diligently prosecuted the allegations set forth in the  
25 Notice.

26 1.4.6 On or about March 2, 2015, CAG served Apex, and various public  
27 enforcement agencies with a document entitled "Sixty-Day Notice of Intent to Sue for  
28 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" that provided

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the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in the Hand Tools it sells, including “WISS® Tinner Snip ‘11” 279mm’ A10BSL “AIOBS Dropped-Forged” Cuts Up To 22GA CRS, ‘Satisfaction Guaranteed Meets ASME Specifications’ “Larger handle rings and comfortable double-dipped cushino [sic] grips for greater comfort and less fatigue” Made in China, Apex Tools Group, LLC 14600 York Road, Suite A, Sparks, MD 21152 CT10-12002 UPC: 0 37103 19175 5”. (herein the “March 2, 2015 Notice”) No public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

1.4.7 On or about May 6, 2015 CAG served Apex, and various public enforcement agencies with a document entitled “Sixty-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DINP contained in the Hand Tools it sells, including Crescent® BRAND Quality and Innovation since 1907 Heavy Duty Linesman’s Pliers; 9” 229mm; 205091VN; UPC 0 37103 21382 2 and KD® Tubing Bender #2517, UPC # 0 82171 025174. (herein the “May 6, 2015 Notice”) No public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

**1.5 Complaints.**

1.5.1 On November 4, 2013, CAG filed a Complaint for civil penalties and injunctive relief in San Francisco, Superior Court, Case No. CGC-13-535246, against Apex (the “San Francisco Case”). The Complaint alleged, among other things, that Apex violated Proposition 65 by failing to give clear and reasonable warnings of exposure to DEHP from Hand Tools, including the Crescent® Brand Adjustable Wrench Set, 1-5/16” (33mm) max. Jaw Capacity, 15/16” (24mm) max. Jaw Capacity, Tighter Fit 10” 250 mm, Tighter Fit 6” 150mm, “Guaranteed™ Forever”, “AT2610CVS”, “ATG-353”, barcode: 0 37103 25410 8. On December 24, 2015, CAG filed a First Amended

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Complaint in the San Francisco Case adding the alleged violations in the July 3, 2014 Notice.

1.5.2 On April 29, 2015, CAG filed a Complaint for civil penalties and injunctive relief in Los Angeles, Superior Court, Case No. BC580146, against Apex (the "Los Angeles Case"). The Complaint alleged, among other things, that Apex violated Proposition 65 by failing to give clear and reasonable warnings of exposure to (1) DEHP and DBP from Battery Wrenches, including the "KD® Tools Terminal Wrench", 3367, Use On Most GM Side Terminal Batteries or Any 5/16" Battery Terminal, KD3367 WR BTRY SIDE TERM GM, KDOOS, "Manufactured in Taiwan to KD Tools Specifications", 082171033674, (2) DEHP and DBP from Cutting Nippers, including the 'Crescent Brand® Quality and Innovation since 1907' End Cutting Nipper, (7" 178mm) 727CVN, Cooper Hand Tools, 1000 Lufkin Road, Apex, NC 27539 (www. Cooperhandtools.com) "Made in Taiwan to Cooper Hand Tools Specifications" UPC 0 37103 21315 0, and (3) DBP from Pliers, including Crescent® BRAND Quality and Innovation since 1907 Long Chain Nose Pliers; 6" 150mm; 6546CVSMLN; COOPER Hand Tools; 1000 Lufkin Road, Apex, NC 27539 (www. Cooperhandtools.com); "Made in Taiwan to Cooper Hand Tools Specifications"; UPC: 0 37103 21283 2.

1.5.3 On May 27, 2015, CAG filed a request for dismissal of the First Amended Complaint in the San Francisco Case, which the San Francisco Superior Court entered on May 29, 2015.

1.5.4 On June 4, 2015, CAG filed a First Amended Complaint ("FAC") for civil penalties and injunctive relief in the Los Angeles Case adding the allegations alleged in the San Francisco Case and the alleged violations in the March 2, 2015 Notice.

1.6 Consent to Jurisdiction

For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the FAC and personal jurisdiction over Apex as to the acts alleged in the FAC, that venue is proper in the County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution

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1 of the allegations contained in the FAC and of all claims which were or could have been raised by  
2 any person or entity based in whole or in part, directly or indirectly, on the facts alleged therein or  
3 arising therefrom or related to.

4 1.7 No Admission

5 This Consent Judgment resolves claims that are denied and disputed. The Parties enter  
6 into this Consent Judgment pursuant to a full and final settlement of any and all claims between  
7 the parties for the purpose of avoiding prolonged litigation. This Consent Judgment shall not  
8 constitute an admission with respect to any material allegation of the FAC, each and every  
9 allegation of which Apex denies, nor may this Consent Judgment or compliance with it be used as  
10 evidence of any wrongdoing, misconduct, culpability or liability on the part of Apex.

11 **2. DEFINITIONS**

12 2.1 "Covered Products" means hand tools with cushioned grips, but does not include  
13 crimpers with vinyl grips.

14 2.2 "Effective Date" means the date that this Consent Judgment is approved by the  
15 Court.

16 2.3 "DEHP" means Di(2-ethylhexyl)phthalate (DEHP).

17 2.4 "DBP" means Di-*n*-butyl Phthalate (DBP).

18 2.5 "DINP" means Diisononyl phthalate (DINP).

19 2.6 "Released Products" means Covered Products and crimpers with vinyl grips.

20 **3. MATTERS COVERED BY THIS CONSENT JUDGMENT**

21 3.1 This Consent Judgment is a full, final, and binding resolution between CAG on  
22 behalf of itself and in the public interest, and Apex and its officers, directors, insurers,  
23 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister  
24 companies, and their successors and assigns ("Releasees") and all persons and entities who are  
25 downstream in the stream of commerce from Apex who sell or distribute the Covered Products  
26 ("Downstream Releasees"), for all claims for violations of Proposition 65 up through the  
27 Effective Date based on exposure to DEHP, DBP, and DINP from the Covered Products as set  
28 forth in the Notice, through the Effective Date. Apex and Releasees' compliance with this

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1 Consent Judgment shall constitute compliance with Proposition 65 with respect to DEHP, DBP,  
2 and DINP from Covered Products as set forth in the Notice.

3 3.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
4 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
5 indirectly, any form of legal action and releases all claims, including, without limitation, all  
6 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,  
7 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation  
8 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,  
9 fixed or contingent (collectively "Claims"), against Apex, Releasees, and Downstream  
10 Releasees arising from any violation of Proposition 65 or any other statutory or common law  
11 regarding the failure to warn about exposure to DEHP, DBP, and DINP in Released Products  
12 through the Effective Date. In furtherance of the foregoing, as to alleged exposures to Covered  
13 Product, CAG hereby waives any and all rights and benefits which it now has, or in the future  
14 may have, conferred upon it with respect to the Claims by virtue of the provisions of section  
15 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT  
THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM,  
MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE  
DEBTOR.

19 CAG understands and acknowledges that the significance and consequence of this waiver of  
20 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
21 resulting from, or related directly or indirectly to, in whole or in part, Released Products,  
22 including but not limited to any exposure to, or failure to warn with respect to exposure to,  
23 DEHP, DBP, and DINP from Covered Products, CAG will not be able to make any claim for  
24 those damages against Apex the Releasees, or Downstream Releasees. Furthermore, CAG  
25 acknowledges that it intends these consequences for any such Claims as may exist as of the date  
26 of this release but which CAG does not know exist, and which, if known, would materially affect  
27 their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge  
28 is the result of ignorance, oversight, error, negligence, or any other cause. This Section 3.1 shall



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1 not extend upstream to any entity that manufactured the Released Product or any component parts  
2 thereof, or any distributor or supplier who sold the Released Product to Apex.

3 **4. INJUNCTIVE RELIEF/REFORMULATION**

4 4.1 After the Effective Date, Apex shall not distribute, sell, or offer for sale any  
5 Covered Products intended for retail sale in California with any component that contains DEHP,  
6 DBP, or DINP in excess of 0.1% (1,000 ppm).

7 **5. SETTLEMENT PAYMENTS**

8 5.1 Within 14 business days of the Effective Date or receipt of Forms W-9 from  
9 CAG whichever is later, Apex shall pay a total of \$130,000 as complete settlement of all  
10 monetary claims by CAG related to the Notice, as follows.

11 5.2 **Payment In Lieu of Civil Penalties:** Apex shall pay \$8,000 in lieu of civil  
12 penalties to "Consumer Advocacy Group, Inc." CAG will use this payment for investigation of  
13 the public's exposure to Proposition 65 listed chemicals through various means, laboratory fees  
14 for testing for Proposition 65 listed chemicals, expert fees for evaluating exposures through  
15 various mediums, including but not limited to consumer product, occupational, and  
16 environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting  
17 and retained experts who assist with the extensive scientific analysis necessary for those files in  
18 litigation, as well as administrative costs incurred during the litigation, in order to reduce the  
19 public's exposure to Proposition 65 listed chemicals by notifying those persons and/or entities  
20 believed to be responsible for such exposures and attempting to persuade those persons and/or  
21 entities to reformulate their products or the source of exposure to completely eliminate or lower  
22 the level of Proposition 65 listed chemicals, thereby addressing the same public harm as  
23 allegedly in the instant Action. Further, should the court require it, CAG will submit under seal,  
24 an accounting of these funds as described above as to how the funds were used.

25 5.3 **Reimbursement of Attorney's Fees and Costs:** Apex shall pay \$110,000 to  
26 "Yeroushalmi & Associates" as reimbursement for the investigation fees and costs, testing  
27 costs, expert fees, attorney fees, and other litigation costs and expenses for all work performed  
28 through the approval of this Consent Judgment.

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5.4 **Civil penalty:** Apex shall issue two separate checks for a total amount of \$12,000 as penalties pursuant to Health & Safety Code § 25249.12: (a) one check made payable to the State of California's Office of Environmental Health Hazard Assessment (OEHHA) in the amount of \$9,000, representing 75% of the total penalty; and (b) one check to Consumer Advocacy Group, Inc. in the amount of \$3,000 representing 25% of the total penalty. Two separate 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$9,000. The second 1099 shall be issued in the amount of \$3,000 to CAG and delivered to: Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

5.5 All payments to CAG and Yeroushalmi & Associates under this Consent Judgment shall be delivered to: Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212.

**6. ENFORCEMENT OF JUDGMENT**

6.1 The terms of this Consent Judgment shall be enforced exclusively by the parties hereto. The parties may, by noticed motion or order to show cause before the Superior Court of California, San Francisco, giving the notice required by law, enforce the terms and conditions contained herein. A Party may enforce any of the terms and conditions of this Consent Judgment only after that Party first provides 30 days' notice to the Party allegedly failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to comply in an open and good faith manner.

6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other proceeding to enforce Section 4 of this Consent Judgment, CAG shall provide a Notice of Violation ("NOV") to Apex. The NOV shall include for each Covered Product: the date(s) the alleged violation(s) was observed and the location at which the Covered Product was offered for sale, and shall be accompanied by all test data obtained by CAG regarding the Covered Product.

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6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the alleged violation if, within 30 days of receiving such NOV, Apex serves a Notice of Election (“NOE”) that meets one of the following conditions:

(a) The Covered Product was distributed, sold, or offered for sale by Apex for sale in California before the Effective Date, or

(b) Since receiving the NOV Apex has taken corrective action by removing the Covered Product identified in the NOV from sale in California, or (ii) providing a clear and reasonable warning for the Covered Product identified in the NOV pursuant to 27 Cal. Code Regs. § 25603.

6.2.2 **Contested NOV.** Apex may serve an NOE informing CAG of its election to contest the NOV within 30 days of receiving the NOV.

(a) In its election, Apex may request that the same sample(s) of Covered Product(s) tested by CAG be subject to confirmatory testing at an accredited laboratory.

(b) If the confirmatory testing establishes that the Covered Product does not contain DEHP, DBP, and/or DINP in excess of the level allowed in Section 4.1 CAG shall take no further action regarding the alleged violation. If the testing does not establish compliance with Section 4.1, Apex may withdraw its NOE to contest the violation and may serve a new NOE pursuant to Section 6.2.1.

(c) If Apex does not withdraw an NOE to contest the NOV, the Parties shall meet and confer for a period of no less than 30 days before CAG may seek an order enforcing the terms of this Consent Judgment.

6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing party shall be entitled to recover its attorney’s fees and costs.

**7. ENTRY OF CONSENT JUDGMENT**

7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and Apex waive their respective rights to a hearing or trial on the allegations of the FAC and the

1 FAC shall be deemed to be amended to include the claims identified in Notices of Violation  
2 outlined in Section 1.4.7.

3 7.2 If this Consent Judgment is not approved by the Court, (a) this Consent  
4 Judgment and any and all prior agreements between the parties merged herein shall terminate  
5 and become null and void, and the actions shall revert to the status that existed prior to the  
6 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
7 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement  
8 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
9 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer  
10 to determine whether to modify the terms of the Consent Judgment and to resubmit it for  
11 approval.

12 **8. MODIFICATION OF JUDGMENT**

13 8.1 This Consent Judgment may be modified only upon written agreement of the  
14 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
15 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

16 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith  
17 to meet and confer with the other Party prior to filing a motion to modify the Consent  
18 Judgment.

19 **9. RETENTION OF JURISDICTION**

20 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
21 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

22 **10. DUTIES LIMITED TO CALIFORNIA**

23 10.1 This Consent Judgment shall have no effect on Covered Products sold by Apex  
24 outside the State of California.

25 **11. SERVICE ON THE ATTORNEY GENERAL**

26 11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
27 California Attorney General so that the Attorney General may review this Consent Judgment  
28 prior to its submittal to the Court for approval. No sooner than forty five (45) days after the

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1 Attorney General has received the aforementioned copy of this Consent Judgment, and in the  
2 absence of any written objection by the Attorney General to the terms of this Consent  
3 Judgment, the parties may then submit it to the Court for approval.

4 **12. ATTORNEYS' FEES**

5 12.1 Except as specifically provided in Sections 5.3 and 6.3, each Party shall bear its  
6 own costs and attorney fees in connection with this action.

7 **13. ENTIRE AGREEMENT**

8 13.1 This Consent Judgment contains the sole and entire agreement and  
9 understanding of the Parties with respect to the entire subject matter hereof and any and all prior  
10 discussions, negotiations, commitments and understandings related hereto. No representations,  
11 oral or otherwise, express or implied, other than those contained herein have been made by any  
12 party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
13 deemed to exist or to bind any of the Parties.

14 **14. GOVERNING LAW**

15 14.1 The validity, construction and performance of this Consent Judgment shall be  
16 governed by the laws of the State of California, without reference to any conflicts of law  
17 provisions of California law.

18 14.2 The Parties, including their counsel, have participated in the preparation of this  
19 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
20 This Consent Judgment was subject to revision and modification by the Parties and has been  
21 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
22 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
23 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
24 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
25 to be resolved against the drafting Party should not be employed in the interpretation of this  
26 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

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1 **15. EXECUTION IN COUNTERPARTS**

2 15.1 This Consent Judgment may be executed in counterparts and by means of  
3 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
4 one document.

5 **16. NOTICES**

6 16.1 Any notices under this Consent Judgment shall be by personal delivery of First  
7 Class Mail.

<p>9 If to CAG:</p> <p>10 Reuben Yeroushalmi, Esq. 11 Yeroushalmi &amp; Yeroushalmi 12 9100 Wilshire Boulevard, Suite 240W 13 Beverly Hills, CA 90212 14 (310) 623-1926</p>	<p>If to Apex:</p> <p>Michael Munn, Vice President and General Counsel Apex Tool Group, LLC 1000 Lufkin Rd. Apex, NC 27539</p> <p>With a copy to:</p> <p>Jeffrey B. Margulies Norton Rose Fulbright US LLP 555 South Flower Street 41st Floor Los Angeles, California 90071</p>
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18 **17. AUTHORITY TO STIPULATE**

19 17.1 Each signatory to this Consent Judgment certifies that he or she is fully  
20 authorized by the party he or she represents to enter into this Consent Judgment and to execute  
21 it on behalf of the party represented and legally to bind that party  
22

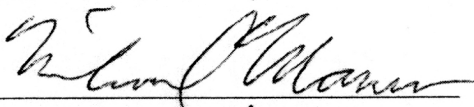
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AGREED TO:

Date: 02/18/16



Name: Michael Marcus

Title: Director  
CONSUMER ADVOCACY GROUP,  
INC.

AGREED TO:

Date: 02/16/16



Name: Michael Munn

Title: VP & General Counsel  
APEX TOOL GROUP, LLC

IT IS SO ORDERED.

Date: APR 18 2016

**ELIZABETH R. FEFFER**  
JUDGE OF THE SUPERIOR COURT