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2 Gregory M. Sheffer, State Bar No. 173124  
3 THE CHANLER GROUP  
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6 Berkeley, CA 94710-2565  
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9 Attorneys for Plaintiff  
10 JOHN MOORE

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
12  
13 IN AND FOR THE COUNTY OF SAN FRANCISCO  
14  
15 UNLIMITED CIVIL JURISDICTION

16 JOHN MOORE,  
17  
18 Plaintiff,  
19  
20 v.  
21  
22 STANLEY BLACK & DECKER, INC. and  
23 DOES 1-150,  
24  
25 Defendants.

Case No. CGC-12-521520

**CONSENT TO JUDGMENT AS TO  
DEFENDANT STANLEY BLACK &  
DECKER, INC.**

Action Filed: June 11, 2012  
Trial Date: Not Assigned

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent To Judgment is entered into by and between Plaintiff John Moore,  
4 (“Moore” or “Plaintiff”) and Defendant Stanley Black & Decker, Inc. (“Stanley”) with Moore and  
5 Stanley collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

7 Moore is an individual residing in the State of California who seeks to promote  
8 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating  
9 hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 Stanley employs 10 or more persons and is a person in the course of doing business for  
12 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &  
13 Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

14 **1.4 General Allegations**

15 Moore alleges that Stanley manufactured, distributed and/or sold, in the State of  
16 California, certain types of hand tools with grips containing DEHP, including, but not limited to,  
17 Stanley Ultimate Tool Kit pliers, Item #STMT70683 and Stanley 2-piece pliers set, Item #84-212,  
18 that exposed users to DEHP, without first providing “clear and reasonable warning” under  
19 Proposition 65. DEHP is listed as a reproductive and developmental toxicant pursuant to  
20 Proposition 65 and is referred to hereinafter as the “Listed Chemical.”

21 **1.5 Notice of Violation**

22 On January 31, 2012, Moore served Defendant and various public enforcement agencies  
23 with a document entitled “60-Day Notice of Violation” (“Notice”) that provided public  
24 enforcers and these entities with notice of alleged violations of Health & Safety Code § 25249.6  
25 for failing to warn consumers of the presence of DEHP, a toxic chemical found in and on  
26 Defendant’s hand tool products sold in California. To the best of the Parties’ knowledge, no  
27 public enforcer has commenced and is diligently prosecuting the allegations set forth in the  
28 Notice.

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**1.6 Complaint**

On June 11, 2012, Moore, acting, in the interest of the general public in California, filed a Complaint in the Superior Court of the State of California for the County of San Francisco, alleging violations by Defendant of Health & Safety Code § 25249.6 based, *inter alia*, on the alleged exposures to DEHP contained in the referenced hand tool products (the "Action").

**1.7 No Admission**

This Consent To Judgment resolves claims that are denied and disputed by Stanley. The Parties enter into this Consent To Judgment pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Defendant denies the material factual and legal allegations contained in the Notice and Action, maintains that it did not knowingly or intentionally expose California consumers to DEHP through the reasonably foreseeable use of the Covered Products and otherwise contends that all Covered Products it has manufactured, distributed and/or sold in California have been and are in compliance with all applicable laws. Nothing in this Consent To Judgment shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this Consent To Judgment constitute or be construed as an admission by the Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Stanley's obligations, responsibilities, and duties under this Consent To Judgment.

**1.8 Consent to Jurisdiction**

For purposes of this Consent To Judgment only, the Parties stipulate that this Court has jurisdiction over Stanley as to the allegations contained in the Complaint, that venue is proper in the County of San Francisco, and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment. As an express part of this Agreement, pursuant to C.C.P. §664.6 the Court in which this action was filed shall retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

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**2. DEFINITIONS**

**2.1** The term "Complaint" shall mean the June 11, 2012, Complaint.

**2.2** The term "Covered Products" means any hand tools with grips containing DEHP that are manufactured, distributed, marketed or sold by Stanley except Stanley Ultimate Tool Kit pliers, Item #STMT70683 and Stanley 2-piece pliers set, Item #84-212.

**2.3** The term "Specific Products" means the Stanley Ultimate Tool Kit pliers, Item #STMT70683 or the Stanley 2-piece pliers set, Item #84-212.

**2.4** The term "Effective Date" shall mean September 15, 2012.

**2.5** The term "DEHP Free" Covered Products or Specific Products shall mean Covered or Specific Products containing materials or other components that may be handled, touched or mouthed by a consumer, and which components contain less than or equal to 1,000 parts per million ("ppm") of DEHP as determined by a minimum of duplicate quality controlled test results using Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C.

**3. INJUNCTIVE RELIEF**

**3.1 Formulation Commitment**

As of the Effective Date, Defendant shall not order, cause to be ordered, manufacture or cause to be manufactured any Specific Product for distribution to or sale in California that is not DEHP Free. As of the January 1, 2013, Stanley shall not order, cause to be ordered, manufacture or cause to be manufactured any Covered Product for distribution to or sale in the California that is not DEHP Free. For every Specific Product ordered, caused to be ordered, manufactured or caused to be manufactured for distribution to or sale in California after the Effective Date, Defendant shall maintain copies of any testing of such products demonstrating compliance with this section. For every Covered Product ordered, caused to be ordered, manufactured or caused to be manufactured for distribution to or sale in California after January 1, 2013, Defendant shall maintain copies of any testing of such products demonstrating compliance with this section.

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3 **3.2 Previously Obtained or Distributed Specific Products or Non-DEHP Free**  
4 **Covered Products.**

5 **3.2.1 Product Warnings**

6 Commencing on the November 1, 2012, and until December 31, 2012, Stanley shall not  
7 manufacture or distribute for sale, ship, or offer to be shipped for sale in California any  
8 Covered Products unless such Covered Products are DEHP Free under Section 2.5 or are  
9 manufactured, distributed or shipped with one of the clear and reasonable warnings set forth  
10 hereafter.

11 Each warning shall be prominently placed with such conspicuousness as compared with  
12 other words, statements, designs, or devices as to render it likely to be read and understood by  
13 an ordinary individual under customary conditions of purchase or use. Each warning shall be  
14 affixed to or printed on the Covered Product itself or to the Covered Product's packaging,  
15 labeling, or instruction booklet, if any.

16 (a) **Retail Store Sales.**

17 (i) **Product Labeling.** Stanley may affix a warning to the packaging,  
18 labeling, or directly on any Covered Products sold at a retail outlet of Defendant in California  
19 that states:

20 **WARNING:** This product contains a chemical known to  
21 the State of California to cause cancer, birth  
defects and other reproductive harm.

22 (ii) **Point-of-Sale Warnings.** Alternatively, Stanley may provide  
23 warning signs in the form below to retail outlets in California, which stores it is reasonably  
24 aware of having sold the Covered Products or having inventory or orders of the Covered  
25 Products, with instructions to post the signs *in immediate proximity* to the point of display of  
26 any and all such Covered Products for the benefit of its customers.

27 **WARNING:** This product contains a chemical known to  
28 the State of California to cause cancer, birth  
defects and other reproductive harm.

1  
2 Stanley shall maintain records of compliance correspondence, inventory reports or other  
3 communication confirming compliance with § 3.2.1 for two (2) years from the Effective Date and  
4 shall produce copies of such records upon written request by Moore.

5 **3.2.2 De-Listing of DEHP**

6 In the event that the State of California shall remove DEHP as a Proposition 65 listed  
7 chemical, the requirements in Section 3 shall be of no further force or effect.

8  
9 **4. MONETARY PAYMENTS**

10 **4.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

11 Stanley shall make a payment of \$16,000.00 to be apportioned in accordance with Health  
12 & Safety Code section 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked  
13 for the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")  
14 and the remaining 25% of these penalty monies earmarked for Moore.

15 **4.2 Reduction in Penalty Payments**

16 Stanley may reduce the total penalty payment due pursuant to section 4.1 above by  
17 satisfying the following penalty offset options (in which event the division of remaining total  
18 penalties due shall be proportioned between OEHHA and Moore in the same ratio as set forth in  
19 section 4.1 above). Defendant may realize a \$6,000.00 reduction in the total penalty amount due  
20 under section 4.1 above if that party agrees, by express, written confirmation to counsel for  
21 plaintiff, that, no later the Effective Date, the term "in California" in section 3.1 above shall be  
22 deemed to have been replaced by the term "within the United States."

23 **4.3 Reimbursement of Plaintiff's Fees and Costs**

24 The Parties acknowledge that Moore and his counsel offered to resolve this dispute  
25 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
26 leaving this fee issue to be resolved after the material terms of the agreement had been settled.  
27 However, independent from the penalties negotiated in Section 4.1, the Parties have reached an  
28 accord on the payment of Moore's reasonable attorney's fees under general contract principles,

1 the private attorney general doctrine codified at California Code of Civil Procedure section  
2 1021.5 and the private enforcement regulations governing Proposition 65, for all reasonable fees  
3 necessary to obtain the relief described herein, except fees that may be incurred on appeal.  
4 Under these legal principles, Stanley shall pay the amount of \$35,500.00 for fees and costs  
5 incurred investigating, litigating and enforcing this matter, including the fees and costs incurred  
6 (and yet to be incurred) negotiating, drafting, and obtaining the Court's approval of this  
7 Consent Judgment in the public interest.

#### 8 **4.4 Payment Procedures**

9 **4.4.1 Funds Moore In Trust:** All payments required by Sections 4.1 and  
10 4.3 shall be delivered on or before October 5, 2012, to either The Chanler Group or the attorney  
11 of record for Stanley , and shall be placed by said attorney to the benefit of Moore in trust  
12 pending the Court's approval of this Consent Judgment.

13 Payments delivered to The Chanler Group shall be made payable, as follows:

- 14 (a) One check made payable to "The Chanler Group in Trust for OEHHA" in  
15 the amount of \$12,000.00 (or 75% of any contractually reduced penalty);
- 16 (b) One check made payable to "The Chanler Group in Trust for Moore" in  
17 the amount of \$4,000.00 (or 25% of any contractually reduced penalty); and
- 18 (c) One check made payable to "The Chanler Group in Trust" in the amount  
19 of \$35,500.00.

20 Payments delivered to Thompson Hine LLP shall be made payable, as follows:

- 21 (a) One check made payable to "Thompson Hine LLP in Trust for OEHHA"  
22 in the amount of \$12,000.00 (or 75% of any contractually reduced penalty);
- 23 (b) One check made payable to "Thompson Hine LLP in Trust for Moore" in  
24 the amount of \$4,000.00 (or 25% of any contractually reduced penalty); and
- 25 (c) One check made payable to "Thompson Hine LLP in Trust for The  
26 Chanler Group" in the amount of \$35,500.00.

27 If Stanley elects to deliver payments to its attorney of record, such attorney of  
28 record shall: (a) confirm in writing within five days of receipt that the funds have been

1 deposited in a trust account; and (b) within two days of the date of the hearing on which  
2 the Court approves the Consent Judgment, deliver the payment to The Chanler Group  
3 in three separate checks, as follows:

- 4 (a) One check made payable to "The Chanler Group in Trust for OEHHA" in  
5 the amount of \$12,000.00 (or 75% of any contractually reduced penalty);
- 6 (b) One check to "The Chanler Group in Trust for Moore" in the amount of  
7 \$4,000.00 (or 75% of any contractually reduced penalty); and
- 8 (c) One check to "The Chanler Group" in the amount of \$35,500.00.

9 Any failure by defendant to deliver the above-referenced payments to The Chanler  
10 Group within two days of the date of the hearing on which the Court approves the  
11 Consent To Judgment shall result in imposition of a 10% simple interest assessment on  
12 the undelivered payment(s) until delivery.

13 **4.5.2 Issuance of 1099 Forms.** After the Consent Judgment has been approved  
14 and the settlement funds have been transmitted to plaintiff's counsel, Stanley shall issue three  
15 separate 1099 forms, as follows:

- 16 (a) The first 1099 shall be issued to the Office of Environmental Health  
17 Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in  
18 the amount of \$12,000.00 (or 75% of any contractually reduced penalty);
- 19 (b) The second 1099 shall be issued to Moore in the amount of \$4,000.00 (or  
20 25% of any contractually reduced penalty), whose address and tax identification  
21 number shall be furnished upon request; and
- 22 (c) The third 1099 shall be issued to The Chanler Group (EIN: 94-3171522) in  
23 the amount of \$35,500.00

24 **4.5.3 Payment Address:** All payments to the Chanler Group shall be delivered  
25 to the following payment address:

26 The Chanler Group  
27 Attn: Proposition 65 Controller  
28 2560 Ninth Street  
Parker Plaza, Suite 214



1 Berkeley, CA 94710

2 **5. CLAIMS COVERED AND RELEASE**

3 **5.1 Moore's Releases of Stanley**

4 5.1.1 This Consent To Judgment is a full, final, and binding resolution between Moore,  
5 on behalf of himself, his past and current agents, representatives, attorneys, successors, and/or  
6 assignees, and in the interest of the general public, and Stanley and its attorneys, successors,  
7 licensors and assigns ("Defendant Releasees"), and all entities to whom Stanley directly or  
8 indirectly distributes or sells Specific or Covered Products, including but not limited to  
9 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees  
10 ("Downstream Defendant Releasees") of any violation of Proposition 65 that has been or could  
11 have been asserted against Defendant Releasees and Downstream Defendant Releasees  
12 regarding the failure to warn about exposure to the Listed Chemical arising in connection with  
13 Specific or Covered Products manufactured, sourced, distributed, or sold by Defendant  
14 Releasees prior to the Effective Date. Stanley's compliance with this Consent To Judgment shall  
15 constitute compliance with Proposition 65 with respect to the Listed Chemical in the Specific and  
16 Covered Products after the Effective Date.

17 5.1.2 Moore on behalf of himself, his past and current agents, representatives,  
18 attorneys, successors, and/or assignees, and in the interest of the general public, hereby waives  
19 with respect to Specific and Covered Products all rights to institute or participate in, directly or  
20 indirectly, any form of legal action and releases all claims, including, without limitation, all  
21 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
22 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
23 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or  
24 contingent (collectively "claims"), against Defendant Releasees and Downstream Defendant  
25 Releasees that arise under Proposition 65 or any other statutory or common law claims that were  
26 or could have been asserted in the public interest, as such claims relate to Defendant Releasees'  
27 and Downstream Defendant Releasees' alleged failure to warn about exposures to the Listed  
28 Chemical contained in the Specific or Covered Products.

1           5.1.3 Moore also, in his individual capacity only and *not* in his representative capacity,  
2 provides a general release herein which shall be effective as a full and final accord and  
3 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,  
4 damages, losses, claims, liabilities and demands of Moore of any nature, character or kind,  
5 known or unknown, suspected or unsuspected, arising out of the subject matter of the  
6 Complaint as to Specific or Covered Products manufactured, distributed or sold by Defendant  
7 Releasees. Moore acknowledges that he is familiar with Section 1542 of the California Civil  
8 Code, which provides as follows:

9           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
10           CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
11           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.

12           Moore, in his individual capacity only and *not* in his representative capacity, expressly  
13 waives and relinquishes any and all rights and benefits which he may have under, or which may  
14 be conferred on him by the provisions of Section 1542 of the California Civil Code as well as  
15 under any other state or federal statute or common law principle of similar effect, to the fullest  
16 extent that he may lawfully waive such rights or benefits pertaining to the released matters. In  
17 furtherance of such intention, the release hereby given shall be and remain in effect as a full and  
18 complete release notwithstanding the discovery or existence of any such additional or different  
19 claims or facts arising out of the released matters.

20           This Section 5.1 release is expressly limited to those claims that arise under Proposition  
21 65, as such claims relate to Defendant's alleged failure to warn about exposures to or  
22 identification of the Listed Chemical contained in the Specific or Covered Products and as such  
23 claims are identified in the Proposition 65 60-Day Notice to Defendant.

24           This Section 5.1 release is expressly limited to any alleged violations that occur prior to  
25 eight months after the Effective Date and does not release any person, party or entity from any  
26 liability for any violation of Proposition 65 regarding the Specific Products or Covered Products  
27 that occur more than eight months after the Effective Date.

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1 The Parties further understand and agree that this Section 5.1 release shall not extend  
2 upstream to any entities, other than Defendant, that manufactured the Covered Products or any  
3 component parts thereof, or any distributors or suppliers who sold the Covered Products or any  
4 component parts thereof to Defendant.

5 5.1.4 Upon court approval of the Consent To Judgment, the Parties waive their  
6 respective rights to a hearing or trial on the allegations of the Complaint.

7 **5.2 Stanley's Release of Moore**

8 5.2.1 Stanley waives any and all claims against Moore, his attorneys, and other  
9 representatives for any and all actions taken or statements made (or those that could have been  
10 taken or made) by Moore and his attorneys and other representatives, whether in the course of  
11 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
12 and/or with respect to the Covered Products.

13 5.2.2 Stanley also provides a general release herein which shall be effective as a full  
14 and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,  
15 expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Stanley of any  
16 nature, character or kind, known or unknown, suspected or unsuspected, arising out of the  
17 subject matter of the Action. Stanley acknowledges that it is familiar with Section 1542 of the  
18 California Civil Code, which provides as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
20 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
21 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.

22 Stanley expressly waives and relinquishes any and all rights and benefits that it  
23 may have under, or which may be conferred on it by the provisions of Section 1542 of the  
24 California Civil Code as well as under any other state or federal statute or common law  
25 principle of similar effect, to the fullest extent that it may lawfully waive such rights or  
26 benefits pertaining to the released matters. In furtherance of such intention, the release  
27 hereby given shall be and remain in effect as a full and complete release notwithstanding  
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1 the discovery or existence of any such additional or different claims or facts arising out of  
2 the released matters.

3 **6. SEVERABILITY**

4 If, subsequent to court approval of this Consent To Judgment, any of the provisions of  
5 this Consent To Judgment are Moore by a court to be unenforceable, the validity of the  
6 enforceable provisions remaining shall not be adversely affected, unless the Court finds that any  
7 unenforceable provision is not severable from the remainder of the Consent To Judgment.

8 **7. COURT APPROVAL**

9 This Consent To Judgment is effective upon execution but must also be approved by the  
10 Court. The Consent to Judgment shall become null and void if, for any reason, it is not approved  
11 and entered by the Court within nine months after it has been fully executed by all Parties. If the  
12 Consent to Judgment becomes null and void after any payment of monies under this agreement  
13 to The Chanler Group in trust, such monies shall be returned to defendant by payment of such  
14 monies to its counsel, in trust for Stanley.

15 **8. GOVERNING LAW**

16 The terms of this Consent To Judgment shall be governed by the laws of the State of  
17 California.

18 **9. NOTICES**

19 When any Party is entitled to receive any notice under this Consent To Judgment, the  
20 notice shall be sent by certified mail and electronic mail to the following:

21 For Stanley to:

22 Theodore Morris, Esq.  
23 Assistant General Counsel and Assistant Secretary  
24 Stanley Black & Decker, Inc.  
25 701 E. Joppa Rd.  
26 Towson, MD 21286

27 With copy to their counsel at

28 Heidi B. Goldstein, Esq.  
Thompson Hine LLP  
3900 Key Center, 127 Public Square  
Cleveland, OH 44114-1291

1 For Moore to:

2 Proposition 65 Coordinator  
3 The Chanler Group  
4 2560 Ninth Street  
5 Parker Plaza, Suite 214  
6 Berkeley, CA 94710-2565

7 Any Party may modify the person and address to whom the notice is to be sent by sending each  
8 other Party notice by certified mail and/or other verifiable form of written communication.

9 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

10 Moore agrees to comply with the reporting form requirements referenced, in California  
11 Health & Safety Code §25249.7(f) and to file a motion for approval of this Consent Judgment.

12 **11. MODIFICATION**

13 This Consent To Judgment may be modified only: (1) by written agreement of the  
14 Parties; or (2) upon a successful motion of any party and entry of a modified Consent To  
15 Judgment by the Court.

16 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

17 The parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed  
18 motion is required to obtain judicial approval of this Consent To Judgment. In furtherance of  
19 obtaining such approval, Moore and Stanley and their respective counsel agree to mutually  
20 employ their best efforts to support the entry of this agreement as a Consent To Judgment and  
21 obtain approval of the Consent To Judgment - sufficient to render a formal judgment approving  
22 this agreement - by the Court in a timely manner. Any effort by plaintiff or Stanley to impede  
23 judicial approval of this Consent To Judgment shall subject such impeding party to liability for  
24 attorney fees and costs incurred by plaintiff or his counsel in their efforts to meet or oppose  
25 Stanley's impeding conduct.

26 **13. ENTIRE AGREEMENT**

27 This Consent To Judgment contains the sole and entire agreement and understanding of  
28 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
negotiations, commitments, and understandings related hereto. No representations, oral or

1 otherwise, express or implied, other than those contained herein have been made by any Party  
2 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
3 deemed to exist or to bind any of the Parties.

4 **14. ATTORNEY'S FEES**

5 **14.1** Should Moore prevail on any motion, application for order to show cause or other  
6 proceeding to enforce a violation of this Agreement, Moore shall be entitled to his reasonable  
7 attorney fees and costs incurred as a result of such motion, order or application, consistent with  
8 C.C.P. §1021.5. Should Defendant prevail on any motion, application for order to show cause or  
9 other proceeding to enforce a violation of this Consent Judgment, Defendant shall be entitled to  
10 its reasonable attorney fees and costs incurred as a result of such motion, order or application  
11 upon a finding that Brimer's prosecution of the motion or application lacked substantial  
12 justification. For purposes of this Agreement, the term substantial justification shall carry the  
13 same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

14 **14.2** Except as specifically provided in the above paragraph and in Section 5.1, each  
15 Party shall bear its own costs and attorney's fees in connection with this action.

16 **14.3** Nothing in this Section 14 shall preclude a Party from seeking an award of  
17 sanctions pursuant to law.

18 **15. COUNTERPARTS, FACSIMILE SIGNATURES**

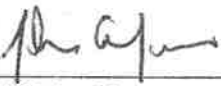
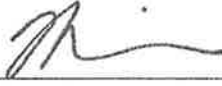
19 This Consent To Judgment may be executed in counterparts and by facsimile or portable  
20 document format (PDF), each of which shall be deemed an original, and all of which, when taken  
21 together, shall constitute one and the same document.

22 **16. AUTHORIZATION**

23 The undersigned parties and their counsel are authorized to execute this Consent To  
24 Judgment on behalf of their respective Parties and have read, understood, and agree to all of the  
25 terms and conditions of this Consent To Judgment.

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IT IS SO AGREED

Dated: September <u>18</u> , 2012  _____ Plaintiff John Moore	Dated: September <u>7</u> , 2012  _____ Theodore Morris, Esq. Stanley Black & Decker, Inc.
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