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Attorneys for Plaintiff
JOHN MOORE

ENDORSED
FILED
ALAMEDA COUNTY

FEB - 3 2016

CLERK OF THE SUPERIOR COURT
By DIANNE HYATT
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED CIVIL JURISDICTION

JOHN MOORE, Plaintiff, v. TECHTRONIC INDUSTRIES NORTH AMERICA, INC., *et al.*, Defendants.	Case No. RG15781319 **[~~PROPOSED~~] JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT** Date: February 3, 2016 Time: 2:30 p.m. Dept. 522 Judge: Hon. Dennis Hayashi Reservation No.: R-1691849

Plaintiff John Moore and Defendants Techtronic Industries North America, Inc., Milwaukee Electric Tool Corporation, and Ziemann's Vision, LLC, formerly known as Empire Level, Inc., having agreed through their respective counsel that Judgment be entered pursuant to the terms of their settlement agreement in the form of a consent judgment, and following this Court's issuance of an order approving their Proposition 65 settlement and Consent Judgment on _____, and for good cause being shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health and Safety Code section 25249.7(f)(4) and Code of Civil Procedure section 664.6, judgment is hereby entered in accordance with the terms of the Consent Judgment attached hereto as Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to enforce the terms of the settlement under Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

Dated: FEB 3 2016

DENNIS HAYASHI

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

Josh Voorhees, State Bar No. 241436
Troy C. Bailey, State Bar No. 277424
Warren M. Klein, State Bar No. 303958
THE CHANLER GROUP
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Attorneys for Plaintiff
JOHN MOORE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED CIVIL JURISDICTION

JOHN MOORE, Plaintiff, v. TECHTRONIC INDUSTRIES NORTH AMERICA, INC.; *et al.*, Defendants.	Case No. RG15781319 **[PROPOSED] CONSENT JUDGMENT** (Health & Safety Code § 25249.6 *et seq.*)

1. INTRODUCTION

1.1 Parties

This Consent Judgment is entered into by and between John Moore ("Moore") and defendants Techtronic Industries North America, Inc. ("Techtronic"), Milwaukee Electric Tool Corporation ("Milwaukee"), and Ziemann's Vision, LLC, formerly known as Empire Level, Inc. ("Ziemann's"). Techtronic, Milwaukee, and Ziemann's are collectively referred to as "Defendants." Moore and Defendants may be each individually referred to as a "Party" and collectively as the "Parties."

1.2 Plaintiff

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

1.3 Defendants

Plaintiff alleges that Defendants employ ten or more persons and are each a "person in the course of doing business" for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 *et seq.* ("Proposition 65").

1.4 General Allegations

Moore alleges that Defendants manufacture, import, sell, or distribute for sale in California, gloves with vinyl/PVC components containing di(2-ethylhexyl)phthalate ("DEHP"), and that Defendants manufacture, import, sell, or distribute for sale in California tools with vinyl/PVC grips containing DEHP without first providing the requisite Proposition 65 warning. DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.5 Product Description

The Defendants' products that are covered by this Consent Judgment are defined as gloves with vinyl/PVC components containing DEHP including, but not limited to, *Milwaukee Job Site Armor Fingerless Gloves, #49-17-0121, UPC #045242 17941 1*, and Defendants' tools with vinyl/PVC grips including, but not limited to, the *Empire Magnetic Clean Club, #27058, UPC*

#046609 27058 1, which are manufactured, sold or distributed for sale in California by Defendants, except for any such tools which are covered under the Consent Judgment in the case *People of the State of California v. Ace Hardware Corporation, et al.*, Case No. 995893, Superior Court of the State of California for the County of San Francisco (the "Products").

1.6 Notice of Violation

On or about February 27, 2015, Moore served Defendants, and certain requisite public enforcement agencies with a 60-Day Notice of Violation ("Notice") alleging that Defendants were in violation of Proposition 65 for failing to warn its customers and consumers in California that the Products expose users to DEHP.

1.7 Complaint

On August 10, 2015, Moore filed the instant action ("Complaint"), naming Techtronic, Milwaukee, and Ziemann's as defendants for the alleged violations of Health and Safety Code section 25249.5 that are the subject of the Notice.

1.8 No Admission

The Parties enter into this Consent Judgment as a full and final settlement of all claims that were raised in the Notice and Complaint, or that could have been raised in the Complaint, arising out of the facts and/or conduct alleged therein. Defendants deny the material factual and legal allegations contained in the Notice and Complaint, and maintain that all of the products that they have manufactured, imported, sold and distributed for sale in California, including the Products, have been, and are, in compliance with all laws, and are completely safe for their intended use. Nothing in this Consent Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall compliance with the terms of this Consent Judgment constitute or be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law. This Section shall not, however, diminish or otherwise affect Defendants' obligations, responsibilities, and duties under this Consent Judgment.

1.9 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Defendants as to the allegations in the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

1.10 Effective Date

For purposes of this Consent Judgment, the term "Effective Date" means the date this Consent Judgment is entered by the Court.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

2.1 Reformulation and Warnings Commitment

Commencing on the Effective Date, and continuing thereafter, Defendants shall only manufacture for sale in California "Reformulated Products," or sell Products manufactured after the Effective Date in California with a clear and reasonable warning pursuant to Section 2.2 below. For purposes of this Consent Judgment, "Reformulated Products" are products that contain DEHP in concentrations of less than 0.1 percent (1,000 parts per million) in accessible components when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or any other methodology utilized by federal or state agencies for the purpose of determining the DEHP content in a solid substance. In addition to the EPA test methods authorized above, the Parties may utilize equivalent methodologies employed by state or federal agencies to determine DEHP content in a solid substance.

2.2 Product Warnings

For Products manufactured after the Effective Date, Defendants shall provide clear and reasonable warnings for all such Products sold in California as set forth in subsection 2.2(a) that do not qualify as Reformulated Products. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or

use. Each warning shall be provided in a manner such that the consumer or user understands to which *specific* Product the warning applies, so as to minimize the risk of consumer confusion.

(a) Retail Store Sales.

(i) Product Labeling. Defendants shall affix a warning to the packaging, labeling, or directly on each Product provided for sale in retail outlets in California that states:

> **WARNING:** This product contains DEHP, a chemical known to the State of California to cause birth defects and other reproductive harm.
>
> Or
>
> **WARNING:** This product contains chemicals known to the State of California to cause cancer, birth defects, and other reproductive harm.
>
> Or
>
> **WARNING:** This product contains one or more chemicals known to the State of California to cause birth defects or other reproductive harm. Wash hands after handling.[1]

(ii) Point-of-Sale Warnings. Alternatively, Defendants may provide warning signs in the form below to its customers in California with instructions to post the warnings in close proximity to the point of display of the Products. Such instruction sent to Defendants' customers shall be sent by certified mail, return receipt requested.

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

---

[1] The phrase "Wash hands after handling" may or may not be in bold.

Or

WARNING: This product contains one or more chemicals known to the State of California to cause birth defects or other reproductive harm. Wash hands after handling.[2]

Where more than one Product is sold in proximity to other like items that do not require a warning (*e.g.*, Reformulated Products as defined in Section 2.1), the following statement shall be used:[3]

WARNING: The following products contain DEHP, a chemical known to the State of California to cause birth defects and other reproductive harm:

[*list products for which warning is required*]

Or

WARNING: The following products contain chemicals known to the State of California to cause cancer, birth defects and other reproductive harm:

[*list products for which warning is required*]

Or

WARNING: The following products contain one or more chemicals known to the State of California to cause birth defects or other reproductive harm:

[*list products for which warning is required*]

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payments

Pursuant to Health and Safety Code section 25249.7(b), in complete settlement of all the claims referred to in this Consent Judgment for all Products manufactured through the Effective Date, Defendants shall collectively pay $16,500, in civil penalties. Each civil penalty payment shall be

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[2] The phrase "Wash hands after handling" may or may not be in bold.

[3] For purposes of the Settlement Agreement, "sold in proximity" shall mean that the Product and another similar product are offered for sale close enough to each other that the consumer, under customary conditions of purchase, could not reasonably determine which of the two products is subject to the warning sign.

allocated according to Health and Safety Code section 25249.12(c)(1) and (d) with seventy-five percent (75%) of the funds paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and twenty-five percent (25%) of the funds remitted to Moore.

3.1.1 Initial Civil Penalty

On or before the Effective Date, Defendants shall issue a check for their collective initial civil penalty payment in the amount of $6,500 to their counsel of record--Robinson & Wood, Inc. c/o Joshua J. Borger, or Rogers, Joseph, O'Donnell, PC c/o James Robert Maxwell--who then shall provide The Chanler Group with written confirmation within five days of receipt that the funds have been deposited in a trust account. Within five business days of the date that this Consent Judgment is approved by the Court, Defendants' attorneys of record who receive the initial civil penalty payment in trust shall issue a check for the initial civil penalty payment to "John Moore, Client Trust Account." Moore will have the sole responsibility for providing the required 75% of the initial civil penalty payment to OEHHA in accordance with Health and Safety Code section 25249.12(c)(1) and (d).

3.1.2 Final Civil Penalty

On or before May 30, 2016, Defendants shall make a final civil penalty payment of $10,000. Pursuant to title 11 California Code of Regulations, section 3203(c), Moore agrees that the final civil penalty payment shall be waived in its entirety if, no later than May 15, 2016, officers of Defendants provide Moore with written certification that all of the Products manufactured for sale in California as of the date of such certification are Reformulated Products as defined by Section 2.1, and that Defendants will continue to manufacture only Reformulated Products for sale in California in the future, or no longer sell Products in California. Moore will have the sole responsibility for providing the required 75% of any final civil penalty payment hereunder to OEHHA in accordance with Health and Safety Code section 25249.12(c)(1) and (d). The option to certify reformulation in lieu of making the final civil penalty payment required by this Section is a material term and time is of the essence.

3.2 Reimbursement of Fees and Costs

The parties acknowledge that Moore and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to be resolved after the material terms of this Consent Judgment had been settled. Shortly after the other settlement terms had been finalized, Defendants expressed a desire to resolve Moore's fees and costs. The Parties then attempted to (and did) reach an accord on the compensation due to Moore and his counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5 for all work performed through the mutual execution of this Consent Judgment, and yet to be performed in connection with seeking court approval and entry of this Consent Judgment, including but not limited to, preparing and filing a motion seeking court approval of this Consent Judgment. Defendants shall, on or before the Effective Date, issue a check payable to their counsel of record--Robinson & Wood, Inc. c/o Joshua J. Borger or Rogers, Joseph, O'Donnell, PC c/o James Robert Maxwell--in the amount of fees and costs of $33,500 to be held in trust by Defendants' counsel of record for The Chanler Group. Defendants' counsel of record who receive this settlement payment in trust shall provide The Chanler Group with written confirmation within five days of receipt that the funds have been deposited in a trust account. Within five business days of the date this Consent Judgment is approved by the Court, Defendants' counsel of record who received this settlement payment in trust shall issue a check in the amount of $33,500 payable to "The Chanler Group" to the address found in Section 3.3.1 below.

3.3 Payment Addresses

All payments required by Defendants under this Consent Judgment shall be delivered to:

The Chanler Group
Attn: Proposition 65 Controller
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

4. CLAIMS COVERED AND RELEASED

4.1 Moore's Public Release of Proposition 65 Claims

Moore, acting on his own behalf and in the public interest, releases Defendants and their parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, agents, and attorneys ("Releasees") and each entity to whom they directly or indirectly distribute or sell the Products, including but not limited to their downstream distributors, wholesalers, customers, retailers, franchisers, franchisees, cooperative members, licensors, and licensees ("Downstream Releasees") for any alleged violations arising under Proposition 65 for unwarned exposures to DEHP from the Products manufactured by Defendants prior to the Effective Date, as set forth in the Notice and Complaint. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to DEHP from the Products manufactured by Defendants after the Effective Date.

4.2 Moore's Individual Release of Claims

Moore, in his individual capacity only and *not* in his representative capacity, also provides a release to Defendants, Releasees, and Downstream Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Moore of any nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to DEHP from the Products manufactured by Defendants before the Effective Date.

4.3 Defendants Release of Moore

Defendants, on their own behalf, and on behalf of their past and current agents, representatives, attorneys, successors, and assignees, hereby waive any and all claims against Moore and his attorneys and other representatives, for any and all actions taken or statements made by Moore and his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

4.4 Parties' Mutual Release

The individual Parties, on behalf of themselves, their past and current agents, representatives, attorneys, successors, and/or assignees, provide a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of Products manufactured by Defendants prior to the Effective Date. Moore and Defendants acknowledge that they are familiar with Section 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 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.

Moore, in his individual capacity, and Defendants, expressly waive and relinquish any and all rights and benefits which they may have under, or which may be conferred on them by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

5. COURT APPROVAL

This Consent Judgment is not effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved and entered by the Court within one year after it has been fully executed by the Parties. Moore and Defendants agree to support the entry of this agreement as a Consent Judgment and to seek approval of the Consent Judgment by the Court in a timely manner. The Parties acknowledge that, pursuant to California Health and Safety Code section 25249.7(f), a noticed motion is required for judicial approval of this Consent Judgment, which motion Moore shall draft and file and Defendants shall support. If any third-party objection to the

motion is filed, Moore and Defendants agree to work together to file a reply and appear at any hearing, with Moore agreeing to take the lead on any further filing required. This provision is a material component of the Consent Judgment and shall be treated as such in the event of a breach.

If the Court does not approve the Consent Judgment, the Parties shall meet and confer as to whether to modify the language or appeal the ruling. If the Parties do not jointly agree on a course of action to take, then the case shall proceed in its normal course on the Court's trial calendar. If the Court's approval is ultimately overturned by an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, then the case shall proceed in its normal course on the Court's trial calendar. In the event that this Consent Judgment is entered by the Court and subsequently overturned by any appellate court or not approved by the Court, any monies that have been provided to OEHHA, Moore or his counsel pursuant to Section 3, above, shall be refunded within 15 days of the appellate decision becoming final.

6. **SEVERABILITY**

If, subsequent to the Court's approval and entry of this Consent Judgment, any provision is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

7. **GOVERNING LAW**

The terms of this Consent Judgment shall be governed by the laws of the state of California and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Defendants may provide written notice to Moore of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Defendants from any obligation to comply with any other pertinent state or federal toxics control laws.

8. NOTICE

Unless specified herein, all correspondence and notice required by this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail, return receipt requested; or (iii) a recognized overnight courier to the following addresses:

For Defendants:

Authur Casey, Esq.
Joshua J. Borger, Esq.
Robinson & Wood, Inc.
227 N. 1st Street
San Jose, CA 95113

James Robert Maxwell, Esq.
Rogers Joseph O'Donnell, PC
Robert Dollar Building
311 California Street, 10th Floor
San Francisco, CA 94104

For Moore:

The Chanler Group
Attn: Proposition 65 Coordinator
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

Any Party may, from time to time, specify in writing to the other, a change of address to which all notices and other communications shall be sent.

9. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver unless set forth in writing between the Parties.

10. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment and shall retain jurisdiction to enforce this Consent Judgment, or any provision hereof, under C.C.P. §664.6. Should either Party allege a violation of this Consent Judgment, the alleging Party agrees to provide written notice thereof, and to meet and confer for a period no less than 30 days and provide all relevant evidence of any alleged violation to the other Party. If the Parties cannot agree on an appropriate resolution of the alleged violation within 30 days of the written notice thereof and provision of all relevant evidence, either Party shall be free to move the Court to enforce the terms of this Consent Judgment. It shall be a defense to any alleged violation that the Party does not sell the Product subject to the alleged violation.

11. COUNTERPARTS; FACSIMILE SIGNATURES

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

12. POST EXECUTION ACTIVITIES

Moore agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In furtherance of obtaining such approval, Moore and Defendants agree to mutually employ their best efforts, and that of their counsel, to support the entry of this agreement as a judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of this Section, "best efforts" shall include, at a minimum, cooperating with the drafting and filing of the necessary moving papers, and supporting the motion for judicial approval.

13. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties and entry of a modified consent judgment by the Court; or (ii) a successful motion or application of any

Party, and the entry of a modified consent judgment by the Court. The parties agree to meet and confer in good faith prior to the filing of any motion or application to modify this Consent Judgment.

14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agree to all of the terms and conditions contained herein.

AGREED TO:

Date: 11/24/2015

By: _____
JOHN MOORE

AGREED TO:

Date: _____

Name: _____

Title: _____

By: _____
Defendant Techtronic Industries North America, Inc.

AGREED TO:

Date: _____

Name: _____

Title: _____

By: _____
Defendant Milwaukee Electric Tool Corporation

AGREED TO:

Date: _____

Name: _____

Title: _____

By: _____
Defendant Ziemann's Vision, LLC

Party, and the entry of a modified consent judgment by the Court. The parties agree to meet and confer in good faith prior to the filing of any motion or application to modify this Consent Judgment.

14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agree to all of the terms and conditions contained herein.

AGREED TO:

Date:_____

By:_____
JOHN MOORE

AGREED TO:

Date:_____

Name:_____

Title:_____

By:_____
Defendant Techtronic Industries North America, Inc.

AGREED TO:

Date: 11/30/15

Name: Ty Stavisky

Title: VP, Sourcing, Treasurer

By:_____
Defendant Milwaukee Electric Tool Corporation

AGREED TO:

Date:_____

Name:_____

Title:_____

By:_____
Defendant Ziemann's Vision, LLC

Party, and the entry of a modified consent judgment by the Court. The parties agree to meet and confer in good faith prior to the filing of any motion or application to modify this Consent Judgment.

14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agree to all of the terms and conditions contained herein.

AGREED TO:

Date:_____

By:_____
JOHN MOORE

AGREED TO:

Date: 11/30/15

Name: David Levush

Title: CFO

By:_____
Defendant Techtronic Industries North America, Inc.

AGREED TO:

Date:_____

Name:_____

Title:_____

By:_____
Defendant Milwaukee Electric Tool Corporation

AGREED TO:

Date:_____

Name:_____

Title:_____

By:_____
Defendant Ziemann's Vision, LLC

Party, and the entry of a modified consent judgment by the Court. The parties agree to meet and confer in good faith prior to the filing of any motion or application to modify this Consent Judgment.

14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agree to all of the terms and conditions contained herein.

AGREED TO:

Date:_____

By:_____
JOHN MOORE

AGREED TO:

Date:_____

Name:_____

Title:_____

By:_____
Defendant Techtronic Industries North America, Inc.

AGREED TO:

Date:_____

Name:_____

Title:_____

By:_____
Defendant Milwaukee Electric Tool Corporation

AGREED TO:

Date: 11/30/15

Name: [illegible]

Title: Counsel

By: Jennifer Becker
Defendant Ziemann's Vision, LLC