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10 Attorneys for Defendants

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF ALAMEDA, NORTHERN DISTRICT**

14 JOHN MOORE,  
15 Plaintiff,  
16 v.

17 CARLISLE COMPANIES,  
18 INCORPORATED; CARLISLE FOOD  
SERVICE PRODUCTS, INCORPORATED;  
19 and DOES 1-150, inclusive,  
20 Defendants.

CASE NO. RG10542585

Assigned to Hon. Jorge C. Hernandez, Jr.,  
Dept 607

**AMENDMENT TO [PROPOSED]  
CONSENT JUDGMENT PAR. 3.2**

Action Filed: October 20, 2010  
Trial Date: None Set

21  
22 **3.2 Reimbursement of Plaintiff's Fees and Costs**

23 The Parties acknowledge that Plaintiff Moore and his counsel offered to resolve this  
24 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
25 leaving this fee issue to be resolved after the material terms of the agreement had been settled.  
26 Carlisle FoodService Products, Incorporated ("CFSP") then expressed a desire to resolve the fee  
27 and cost issue shortly after the other settlement terms had been finalized, the original Consent  
28

SCHAFFER, LAX, MCNAUGHTON & CHEN  
A PROFESSIONAL CORPORATION  
515 SOUTH FIGUEROA STREET, SUITE 1400  
LOS ANGELES, CALIFORNIA 90071  
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1 Judgment had been signed and the Motion to Approve the settlement had been filed. The Parties  
2 have now reached an accord on the compensation due to Moore and his counsel under general  
3 contract principles and the private attorney general doctrine codified at California Code of Civil  
4 Procedure section 1021.5, for all work performed, in this matter, except fees that may be incurred  
5 on appeal. Under these legal principles, CFSP shall pay the total amount of \$78,500.00 for past  
6 and future fees and costs incurred in this matter including investigating, noticing, and litigating  
7 this matter, seeking judicial approval of the Consent Judgment, preparing and filing the approval  
8 papers, complying with Proposition 65 reporting requirements, and preparing for and attending  
9 any and all hearings related to the approval of the Consent Judgment.

10 The above-referenced payment of \$78,500.00 will be made payable to "The Chanler  
11 Group" and shall be delivered to The Chanler Group by December 12, 2011, and shall be held  
12 in trust until the Court approves the Consent Judgment.

13  
14 **AUTHORIZATION**

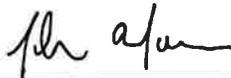
15 The undersigned are authorized to execute this Amendment to the Consent Judgment on  
16 behalf of their respective parties and have read, understood, and agree to all of the terms and  
17 conditions of this Amendment.

18  
19  
20 **AGREED TO:**

**AGREED TO:**

21 Date: NOVEMBER 29, 2011

Date: \_\_\_\_\_

22  
23 By:   
24 Plaintiff JOHN MOORE

By: \_\_\_\_\_  
Defendant CARLISLE FOODSERVICE  
PRODUCTS, INC.

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21 Date: \_\_\_\_\_

Date: 11/29/11

22  
23  
24 By: \_\_\_\_\_  
Plaintiff JOHN MOORE

By: Carolyn J. Ford  
Defendant CARLISLE FOODSERVICE  
PRODUCTS, INC.