

CONFIDENTIAL POST JUDGMENT SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement (“Settlement Agreement”) is entered by and between Anthony Held (“Plaintiff” or “Held”) and Willi Hahn Corporation (“Willi Hahn”), with Held and Willi Hahn each individually referred to as a “Party” and collectively as the “Parties.” This Settlement Agreement resolves all of Held and his counsel’s claims subject to the Court’s judgment in *Held v. Willi Hahn Corporation*, Santa Clara County Superior Court Case No. 16CV289952 (the “Action”), all of Held and his counsel’s claims to post judgment attorney’s fees, post judgment interest, sanctions, and any other attorney fees, costs, or expenses of any kind incurred in connection with Held’s efforts to enforce the judgment entered in the Action, and all of Held and his counsel’s attorney’s fees and expenses incurred to negotiate and finalize this Settlement Agreement and take all subsequent actions necessary to fulfill its terms. A true and correct copy of the judgment entered by the Santa Clara County Superior Court in the Action is attached hereto as Exhibit A (the “Judgment”). A true and correct copy of Plaintiff’s most recent cost memorandum reflecting Held’s claimed post judgment attorney’s fees, post judgment interest, costs, and other recoverable expenses current through March 12, 2020, is attached hereto as Exhibit B.

1.3 No Admission

The Parties enter into this Settlement Agreement as a full and final settlement of all claims raised or that could have been raised in the Action, and/or that are merged in the Judgment, and for any and all post judgment attorney’s fees, post judgment interest, sanctions, costs, and expenses of any kind incurred by Held and his counsel in the Action, and for all of Held and his counsel’s attorney’s fees and expenses incurred to negotiate and finalize this Settlement Agreement and take all subsequent actions necessary to fulfill its terms. Willi Hahn denies all material factual and legal allegations that resulted in the Judgment and post judgment enforcement efforts, and maintains that all of the products that it has manufactured, imported, sold or distributed for sale in California, have been, and are, in compliance with all laws and are completely safe for their intended use. Nothing in this Settlement Agreement shall be construed as an

P.D

admission by Willi Hahn of any allegation, fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Willi Hahn of any allegation, fact, finding, conclusion, issue of law, or violation of law, all of which are specifically denied by Willi Hahn. This Section shall not, however, diminish or otherwise affect Willi Hahn's obligations, responsibilities, and duties under this Settlement Agreement.

1.4 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date it is fully executed by the Parties.

2. WILLI HAHN'S SATISFACTION OF JUDGMENT

2.1 Willi Hahn's Commitment to Abide by Judgment

Willi Hahn agrees to adhere to the terms of the Judgment attached hereto as Exhibit A with respect to diisononyl phthalate ("DINP") in hand tools it distributes for sale in California, and represents that it has complied with the Judgment with respect to DINP in Willi Hahn hand tools since the date of entry of the Judgment. In exchange for the release set forth below, and for other good and valuable consideration acknowledged by the Parties, Willi Hahn agrees to make the following monetary payments in sections 2.2 and 2.3 below in full satisfaction of the Judgment attached hereto as Exhibit A. These payments shall be transmitted by Federal Express to the persons and/or entities set forth below no later than April 3, 2020.

2.2 Civil Penalty Payment

Pursuant to Health and Safety Code section 25249.7(b)(2), and in full and complete satisfaction and settlement of the \$2,500 civil penalty portion of the Judgment, Willi Hahn shall pay a total of \$2,500 in civil penalties. The penalty payment shall be allocated in accordance with California Health and Safety Code section 25249.12(c)(1) & (d), with 75% of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount paid to Held. Willi Hahn will deliver its payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,875; and (b) "Anthony Held" in the amount of \$625. Held's counsel shall be solely responsible for promptly delivering the penalty payments herein to OEHHA and Held.



2.3 Attorneys' Fees and Costs

In full and complete satisfaction and settlement of the attorney's fees, costs, and expenses portion of the Judgment attached hereto as Exhibit A, Willi Hahn agrees to pay a total of \$19,000 to Held and his counsel for all attorney's fees, costs and other expenses incurred investigating and litigating this matter through the Judgment attached hereto as Exhibit A, and negotiating this Settlement Agreement that provides a significant public benefit. Willi Hahn's attorney's fees payment pursuant to this Section 2.3 shall be by a check made payable to "The Chanler Group."

2.4 Payment Address

All payments required by Section 2 of this Settlement Agreement shall be delivered to:

Clifford Chanler, Esq.
72 Huckleberry Hill Road,
New Canaan, CT 06840.

3. WILLI HAHN'S PAYMENT IN FULL OF PLAINTIFF'S CLAIMS TO POST JUDGMENT ATTORNEY'S FEES AND ALL OTHER EXPENSES

3.1 Post Judgment Attorneys' Fees and Expenses

In full and complete satisfaction and settlement of all of Held and his counsel's claims to post Judgment attorney's fees, post Judgment interest, investigative fees, sanctions, and any other attorney fees, costs, or expenses of any kind incurred in connection with Held's efforts to enforce the Judgment against Willi Hahn after its entry by the court, and to negotiate and finalize this Settlement Agreement and take all subsequent actions necessary to fulfill its terms, Willi Hahn agrees to pay an all-inclusive total of \$16,971.93 to Held and his counsel by check transmitted by April 3, 2020 by Federal Express. This payment completely resolves all of Held and his counsel's claims for any and all post Judgment attorney's fees, post Judgment interest, investigative fees, sanctions, and any other attorney fees, costs, or expenses of any kind incurred in connection with Held's efforts to enforce the Judgment against Willi Hahn after its entry by the court in the Action, whether or not included in the March 12, 2020 cost memorandum filed with the Court and attached hereto as Exhibit B, and whether or not incurred before or after the filing of the

cost memorandum attached hereto as Exhibit B, and for any and all attorney's fees and expenses incurred in finalizing this Settlement Agreement and taking all subsequent actions necessary to fulfill its terms.

3.2 Payment Address

All payments required by Section 3.1 of this Settlement Agreement shall be delivered by Check made payable to "Randall E. Kay, P.C. in Trust" and delivered to:

Randall E. Kay, Esq.
Randall E. Kay, P.C.
535 Pacific Avenue, Suite 100
San Francisco, CA 94133

3.3 Additional Actions

Once the Willi Hahn settlement checks required under Sections 2 and 3 of this Settlement Agreement clear, Plaintiff will cooperate fully with Willi Hahn in preparing and filing the required documents with the Santa Clara County Superior Court confirming satisfaction of the Judgment attached hereto as Exhibit A, and all post judgment attorney's fees, post judgment interest, investigative fees, sanctions, and any other attorney fees, costs, or expenses of any kind incurred in connection with Held's efforts to enforce the Judgment against Willi Hahn after its entry by the Court. Promptly after the Effective date, Held and/or his counsel shall provide Willi Hahn with copies of all Notices of Assignment in the Action served on persons with outstanding payments due to Willi Hahn, and a list of the names of all such persons on whom such Notices of Assignment have been served. Plaintiff and his counsel represent that they have accurately disclosed to Willi Hahn all sums received pursuant to Notices of Assignment served in the Action prior to the execution of this Settlement Agreement, and that all such sums are merged in the settlement payment required under section 3.1. Plaintiff shall not be entitled to retain any sums received pursuant to Notices of Assignment served in the Action that were not disclosed to Willi Hahn prior to the execution of this Settlement Agreement, or that were received after the execution of this Settlement Agreement. Should Plaintiff receive any further money or checks pursuant to Notices of Assignment served in the Action that were not disclosed to Willi Hahn prior to the execution of this Settlement Agreement, or that were received after the execution of this Settlement Agreement, Plaintiff shall promptly remit such sums to Willi Hahn by check

or other appropriate form of payment.

4. CLAIMS COVERED AND RELEASED

4.1 Held's Release of Willi Hahn

This Settlement Agreement is a full, final, and binding resolution between Held, in his individual capacity and not on behalf of the public, and Willi Hahn, of any claim that was or could have been asserted by Held: (1) in the Action; (2) for payment of any sums due under the Judgment; (3) for any post judgment attorney's fees, post judgment interest, investigative fees, sanctions, and any other attorney fees, costs, or expenses of any kind incurred in connection with Held's efforts to enforce the Judgment against Willi Hahn after its entry by the court; and (4) for any and all attorney's fees and expenses incurred in finalizing this Settlement Agreement and taking all subsequent actions necessary to fulfill its terms (collectively "Claims"). Held hereby fully releases all Claims, on his own behalf, and on behalf of his past and current agents, attorneys, principals, representatives, and assignees, against Willi Hahn and its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, agents, principals, representatives, predecessors, successors, assignees ("Releasees"), and each downstream entity to whom Willi Hahn directly or indirectly distributes, ships, or sells the products covered by the Judgment. Such downstream entities include, without limitation, all of Willi Hahn's distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees, and their owners, directors, officers, employees, agents, principals, representatives, predecessors, successors, and assignees (collectively, "Downstream Releasees"). Held agrees that compliance with the terms of the attached Judgment constitutes compliance with Proposition 65 by Willi Hahn with respect to alleged or actual DINP in products manufactured, imported, sold or distributed for sale by Willi Hahn after the Effective Date.

In further consideration of the promises and agreements herein contained, Held, in his individual capacity and not on behalf of the public, and on behalf of his past and current agents, attorneys, principals, representatives, and assignees hereby waives any and all rights he may have to institute or participate in, directly or indirectly, any form of legal action, and releases all claims against Willi Hahn, Releasees, and Downstream Releasees, including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, expenses, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to the

alleged or actual failure to warn about exposures to DINP in Willi Hahn products manufactured, sold, or distributed for sale by Willi Hahn before the Effective Date.

4.2 Willi Hahn's Release of Held

Willi Hahn, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives all claims against Held, Held's attorneys, and other representatives, for any action taken or statement made, whether in the course of investigating claims, or seeking to enforce Proposition 65 against it in the Action with respect to the products covered by the Judgment.

4.3 Mutual California Civil Code Section 1542 Waiver

The Parties each 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.

The Parties, each on their own behalf (and Held in his individual capacity only and not in any representative capacity), and on behalf of their past and current agents, representatives, counsel, successors, and/or assignees, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent they may lawfully waive such rights or benefits as to any claims of any kind the Parties may have against each other through the Effective Date.

4.4 Effective date of Held's Releases

Held and his counsel's release of claims under this Settlement Agreement shall only be effective and enforceable once all settlement payments required by Willi Hahn under this Settlement Agreement are paid in full.

5. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the

remaining provisions shall not be adversely affected.

6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California.

7. NOTICE

Unless specified herein, all correspondence and notice required by this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For Willi Hahn:

Patrick W. Di Perno
Willi Hahn Corporation USA (Wiha)
1348 Dundas Circle
Monticello, MN 55362

with a copy to:

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

For Held:

Clifford Chanler, Esq.
Chanler LLC
72 Huckleberry Hill Road,
New Canaan, CT 06840.

With copy to:

Randall E. Kay, Esq.
Randall E. Kay, P.C.
535 Pacific Avenue, Suite 100
San Francisco, CA 94133

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.

8. JOINT PREPARATION

The Parties have jointly participated in the preparation of this Settlement Agreement and this Settlement Agreement is the result of the joint efforts of the Parties. Accordingly, any uncertainty or ambiguity existing in this Settlement Agreement shall

not be interpreted against any Party as a result of the manner of the preparation of this Settlement Agreement. Each Party to this Settlement Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Settlement Agreement and, in this regard, the Parties hereby waive California Civil Code § 1654.

9. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to Willi Hahn's satisfaction of the Judgment attached hereto as Exhibit A, and for any and all post judgment attorney's fees, post judgment interest, sanctions, costs, and expenses of any kind incurred by Held and his counsel in the Action, and for all of Held and his counsel's attorney's fees and expenses incurred to negotiate and finalize this Settlement Agreement and take all subsequent actions necessary to fulfill its terms. 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 Settlement Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Settlement Agreement 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. COUNTERPARTS; FACSIMILE SIGNATURES

This Settlement Agreement 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.

11. MODIFICATION

This Settlement Agreement may be modified only by written agreement of the Parties. If either Party contends the other is in violation of this Settlement Agreement, the Party contending breach shall give the other Party written notice of the alleged breach and a reasonable opportunity to cure the alleged violation.

12. CONFIDENTIALITY

Except as may be required by law or necessary for purposes of effectuating or enforcing the terms of this Settlement Agreement, the Parties and their respective

counsel shall not disclose orally or in writing, directly or indirectly, the existence or terms of this Settlement Agreement, or the discussions, negotiations, and communications that led to this Settlement Agreement, to any person or entity without the prior written consent of one another. The Parties shall make no comment on the settlement, including the discussions, negotiations, and communications that led to the settlement, other than the statement (solely in response to an unprovoked or unsolicited inquiry) that all claims have been resolved by the Parties. Notwithstanding the foregoing, the Parties and their respective counsel may disclose this Settlement Agreement to their attorneys, accountants, financial and tax advisors, and investors, and as otherwise required in the operation of their respective businesses, so long as any such third-parties are made aware of this confidentiality provision and agree to abide by it, and, to the extent required by law, to a court.

13. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and counsel, and have read, understand, and agree to all the terms and conditions set forth herein.


AGREED TO:

Date: _____

By: _____
Anthony Held

AGREED TO:

Date: 4/3/2020

By: 
Patrick Di Perno, Divisional President and
Managing Director, Willi Hahn Corporation

counsel shall not disclose orally or in writing, directly or indirectly, the existence or terms of this Settlement Agreement, or the discussions, negotiations, and communications that led to this Settlement Agreement, to any person or entity without the prior written consent of one another. The Parties shall make no comment on the settlement, including the discussions, negotiations, and communications that led to the settlement, other than the statement (solely in response to an unprovoked or unsolicited inquiry) that all claims have been resolved by the Parties. Notwithstanding the foregoing, the Parties and their respective counsel may disclose this Settlement Agreement to their attorneys, accountants, financial and tax advisors, and investors, and as otherwise required in the operation of their respective businesses, so long as any such third-parties are made aware of this confidentiality provision and agree to abide by it, and, to the extent required by law, to a court.

13. AUTHORIZATION

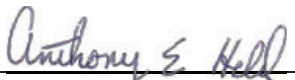
The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and counsel, and have read, understand, and agree to all the terms and conditions set forth herein.

AGREED TO:

AGREED TO:

Date: 04/02/2020

Date: _____

By: 
Anthony Held

By: _____
Patrick Di Perno, Divisional President and
Managing Director, Willi Hahn Corporation

EXHIBIT A

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Josh Voorhees, State Bar No. 235965
Christopher F. Tuttle, State Bar No. 264545
THE CHANLER GROUP
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone: (510) 848-8880
Facsimile: (510) 848-8118
ctuttle@chanler.com

Attorneys for Plaintiff
ANTHONY E. HELD, PH.D., P.E.

ENDORSED
FILED

2017 MAY 15 P 1:56

CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
BY _____ DEPUTY

LORNA DELACRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
SANTA CLARA COUNTY
UNLIMITED CIVIL JURISDICTION

ANTHONY E. HELD, PH.D., P.E.,

Plaintiff,

v.

WILLI HAHN CORPORATION; *et al.*,

Defendants.

Case No. 16CV289952

~~PROPOSED~~ DEFAULT JUDGMENT
AGAINST DEFENDANT WILLI HAHN
CORPORATION

(Cal. Rules of Court, Rule 3.1800)

Date: May 15, 2017

Time: 1:30 p.m.

Dept.: 8

Judge: Honorable Maureen A. Folan

Complaint Filed: January 11, 2016

[Filed concurrently with: Request for
Entry of Default Judgment; Declaration of
Christopher Tuttle]

1 Pursuant to Code of Civil Procedure section 585, the Court hereby enters final judgment in
2 favor of plaintiff Anthony E. Held, Ph.D., P.E. against defendant Willi Hahn Corporation as follows:

3 1. Willi Hahn is permanently enjoined from offering any vinyl/PVC tool grips
4 containing Diisononyl phthalate ("DINP") in California without providing clear and reasonable
5 warnings regarding the risks of cancer caused by DINP exposures, as required by Health and Safety
6 Code section 25249.7(a). This includes but is not limited to the following products:

7 *Wiha Premium Tools Adjustable Pliers, Item No 32664, UPC #0 84705 32664 1.*

8 2. Willi Hahn Corporation is ordered to pay \$2,500 in statutory penalties, pursuant to
9 Health and Safety Code section 25249.7(b);

10 3. Willi Hahn Corporation is ordered to pay ~~\$23,807.47~~ ^{\$19,133 5% $\frac{5}{100}$ MAR} in costs and attorneys' fees to
11 Held as reimbursement of reasonable attorneys' fees pursuant to Code of Civil Procedure section
12 1021.5.

13 4. All amounts required by paragraphs 2 and 3 of this Default Judgment are due within
14 thirty days of the date of entry of this Default Judgment. These amounts shall be paid to plaintiff's
15 attorneys by check made payable to "The Chanler Group" and shall be sent to The Chanler Group,
16 2560 Ninth Street, Parker Plaza Suite 214, Berkeley, California 94710.

17 **IT IS SO ORDERED.**

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20 Dated: 5-15-17


21 JUDGE OF THE SUPERIOR COURT

22 Maureen A. Folan
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PROOF OF SERVICE

FILED

I am over 18 years of age and not a party to this action. I am employed in the county where the mailing took place. My business address is 2560 Ninth Street, Suite 214, Berkeley, California 94710-2565.

JUN 15 2017
CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
BY [Signature] DEPUTY

On June 8, 2017, I caused to be served the following document(s), described as,

DEFAULT AGAINST DEFENDANT WILLI HAHN CORPORATION

on each interested party as follows:

Paul Allen, Chief Executive Officer
Willi Hahn Corporation
1348 Dundas Circle
Monticello, MN 55362

XXXXX (BY MAIL) I placed a true and correct copy of the foregoing document(s) in a sealed envelope addressed to each interested party as set forth above. I placed each such envelope, with postage thereon fully prepaid, for collection and mailing at The Chanler Group, located in Berkeley, California. I am readily familiar with The Chanler Group's practice for collection and processing of documents for mailing with the United States Postal Service. Under that practice, the documents are deposited with the United States Postal Service on the same day in the ordinary course of business.

Executed this 8th day of June 2017, at Berkeley, California. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Signature]

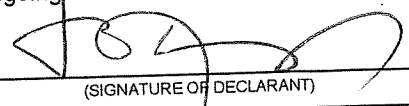
Suzanne Grewal

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: RANDALL E. KAY FIRM NAME: RANDALL E. KAY P.C. STREET ADDRESS: 535 Pacific Avenue, Suite 100 CITY: San Francisco TELEPHONE NO.: (415) 345-1170 E-MAIL ADDRESS: rkay@kaytawasha.com ATTORNEY FOR (name): ANTHONY E. HELD, PhD., P.E.	STATE BAR NUMBER: 64975 FOR COURT USE ONLY STATE: CA ZIP CODE: 94133 FAX NO.: (415) 345-1110
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Branch	
PLAINTIFF: ANTHONY E. HELD, PhD., P.E. DEFENDANT: WILLI HAHN CORPORATION	
MEMORANDUM OF COSTS AFTER JUDGMENT, ACKNOWLEDGMENT OF CREDIT, AND DECLARATION OF ACCRUED INTEREST	
CASE NUMBER: 16 CV 289952	

1. **Postjudgment costs**
 a. I claim the following costs after judgment incurred within the last two years (indicate if there are multiple items in any category):
- | | <u>Dates Incurred</u> | <u>Amount</u> |
|---|-----------------------|---------------|
| (1) Preparing and issuing abstract of judgment | _____ | \$ _____ |
| (2) Recording and indexing abstract of judgment | _____ | \$ _____ |
| (3) Filing notice of judgment lien on personal property | _____ | \$ _____ |
| (4) Issuing writ of execution, to extent not satisfied by Code Civ. Proc., § 685.050 (specify county): | _____ | \$ _____ |
| (5) Levying officers fees, to extent not satisfied by Code Civ. Proc., § 685.050 or wage garnishment | _____ | \$ _____ |
| (6) Approved fee on application for order for appearance of judgment debtor, or other approved costs under Code Civ. Proc., § 708.110 et seq. | _____ | \$ _____ |
| (7) Attorney fees, if allowed by Code Civ. Proc., § 685.040 | 1/21/2020-3/5/2020 | \$ 712.50 |
| (8) Other: Filing fees, process serv (Statute authorizing cost): CCP 708.510, 684.110, 1033.5 | _____ | \$ 459.62 |
| (9) Total of claimed costs for current memorandum of costs (add items (1)-(8)) | _____ | \$ 11,165.00 |
| b. All previously allowed postjudgment costs | _____ | \$ 12,337.12 |
| c. Total of all postjudgment costs (add items a and b) | _____ | \$ _____ |
2. **Credits to interest and principal**
 a. I acknowledge total payments to date in the amount of: \$240.98 (including returns on levy process and direct payments). The payments received are applied first to the amount of accrued interest, and then to the judgment principal (including postjudgment costs allowed) as follows: credit to accrued interest: \$240.98; credit to judgment principal \$0.00
 b. **Principal remaining due:** The amount of judgment principal remaining due is \$32,798.50. (See Code Civ. Proc., § 680.300)
3. **Accrued interest remaining due:** I declare interest accruing (at the legal rate) from the date of entry or renewal and on balances from the date of any partial satisfactions (or other credits reducing the principal) remaining due in the amount of \$6,762.43
4. I am the: judgment creditor agent for the judgment creditor attorney for the judgment creditor.
 I have knowledge of the facts concerning the costs claimed above. To the best of my knowledge and belief, the costs claimed are correct, reasonable, and necessary, and have not been satisfied.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- Date: March 12, 2020

RANDALL E. KAY, ESQ.
 (TYPE OR PRINT NAME)


 (SIGNATURE OF DECLARANT)

NOTICE TO THE JUDGMENT DEBTOR

If this memorandum of costs is filed at the same time as an application for a writ of execution, any statutory costs, not exceeding \$100 in aggregate and not already allowed by the court, may be included in the writ of execution. The fees sought under this memorandum may be disallowed by the court upon a motion to tax filed by the debtor, notwithstanding the fees having been included in the writ of execution. (Code Civ. Proc., § 685.070(e).) A motion to tax costs claimed in this memorandum must be filed within 10 days after service of the memorandum. (Code Civ. Proc., § 685.070(c).)

Short Title: HELD V. WILLI HAHN

CASE NUMBER:
16 CV 289952

PROOF OF SERVICE


 Mail Personal Service

1. At the time of service I was at least 18 years of age and not a party to this legal action.
2. My residence or business address is:
535 Pacific Avenue, Suite 100, San Francisco, CA 94133
3. I mailed or personally delivered a copy of the *Memorandum of Costs After Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest* as follows (complete either a or b):
 - a. **Mail.** I am a resident of or employed in the county where the mail occurred.
 - (1) I enclosed a copy in an envelope AND
 - (a) **deposited** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - (b) **placed** the envelope for collection and mailing on the date and at the place shown in items below following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 - (2) The envelope was addressed and mailed as follows:
 - (a) Name of person served: Patrick W. DiPerno, CEO
 - (b) Address on envelope: Willi Hahn Corporation, 1348 Dundas Circle, Montecillo, MN 55362
 - (c) Date of mailing: March 12, 2020
 - (d) Place of mailing (*city and state*): San Francisco, CA
 - b. **Personal delivery.** I personally delivered a copy as follows.
 - (1) Name of person served:
 - (2) Address where delivered:
 - (3) Date delivered:
 - (4) Time delivered:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: March 12, 2020DANIELE P. CAMPION

(TYPE OR PRINT NAME)



 (SIGNATURE OF DECLARANT)