

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

JEFFREY TUTER, on behalf of himself
and all others similarly situated

Plaintiff,

v.

FREUD AMERICA, INC.,

Defendant.

Case No.: 4:22-CV-00282

CLASS ACTION

**DECLARATION OF
PAUL D. ANDERSON**

**DECLARATION OF PAUL D. ANDERSON IN SUPPORT OF PLAINTIFF'S
UNOPPOSED AMENDED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, Paul D. Anderson, declare as follows:

1. I am an attorney licensed to practice in the state of Missouri and a shareholder at Humphrey, Farrington & McClain (“HFM”). Our firm represents Jeffery Tuter (“Plaintiff”) in the above captioned action (the “Action”). I have personal knowledge of the matters set forth herein and would competently testify to them if called upon to do so.

2. I respectfully submit this declaration in support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”).

3. This case arose from the successful completion of a similar class action against a separate abrasive wheel supplier, Stanley Black & Decker. *See Dinges v. Stanley Black & Decker (U.S.), Inc.* (16th Circuit Court, Jackson County, Missouri, Case No. 2116-cv-12037). In *Black & Decker*, the Honorable Kenneth Garrett appointed HFM and me as Class Counsel and granted Final Approval to that class action, which provides similar relief as the proposed class action settlement here,

except the settlement amount here is more than two times greater than in *Black & Decker*.

4. Following the *Black & Decker* litigation, our firm investigated whether other manufacturers and suppliers, including Defendant, were engaging in deceptive practices and selling bonded abrasive wheels that lacked a clear expiration date. As a result, we pursued this instant class action litigation against Defendant on a contingency-fee basis.

5. After successfully defeating two rounds of briefing relating to Defendant's Motion to Dismiss, conducting written discovery, exchanging documents, and preparing for a corporate representative deposition, Kenneth B. McClain, the lead partner of HFM, and I negotiated a nationwide class settlement under the auspices of mediator Scott Hecht of Stinson.

6. In accordance with the Mediation Assessment Program ("MAP"), the parties selected Scott Hecht as the mediator and conducted their first mediation session on August 17, 2022 (Doc. 25). In preparation for this mediation, Plaintiff conducted written discovery relating to Defendant's sales, annual revenue, and the scope of the putative class. Similarly, Defendant propounded discovery on Plaintiff relating to his purchase and use of the products. Plaintiff has been actively engaged in this litigation.

7. The August 17, 2022, mediation occurred and although productive, the parties were unable to reach a settlement primarily because of the pending Motion to Dismiss, and Defendant's belief that Plaintiff's claims were going to be dismissed.

8. On September 30, 2022, this Court issued its Order, denying in part Defendant's Motion to Dismiss (Doc. 38).

9. The parties continued to conduct discovery, and Plaintiff served a Fed. R. Civ. P. 30(b)(6) Notice to conduct a comprehensive corporate representative

deposition relating to, *inter alia*, the putative class, Defendant's sales, manufacturing, labeling, and sales practices.

10. The parties also determined that another mediation session would be beneficial. As a result, on November 3, 2022, the parties conducted a second mediation with Scott Hecht. The mediation was productive and substantive terms were negotiated, but no settlement was reached. The parties proceeded with discovery and the scheduling of depositions, while at the same time, continued to engage in meaningful negotiations over the coming months.

11. Finally, after extensive arms'-length negotiations, the parties were able to reach a settlement in principle on January 12, 2023. After additional negotiations, the parties entered into a term sheet on February 16, 2023. Only after the principle terms of recovery for the Settlement Class were negotiated and finalized, did the parties separately negotiate a cap on the amount of attorney's fees and costs, and Class Representative Service Awards, that Class Counsel and Plaintiff may seek, respectively.

12. Over the course of the next two months, the parties began the work of drafting and negotiating a comprehensive settlement agreement. The process of documenting the settlement with a formalized settlement agreement began after an agreement was reached and continued until the agreement was fully executed on April 20, 2023. Several drafts were exchanged and multiple telephone conferences took place between the parties throughout this time period. *See* Settlement Agreement, attached hereto as **Exhibit 1**. Other than this Settlement Agreement, no agreement has been entered into between the parties. *Cf.* Rule 23(e)(2)(C)(iv); Rule 23(e)(3).

**QUALIFICATIONS OF HFM, KENNETH B. MCCLAIN, AND
PAUL D. ANDERSON**

13. HFM has extensive experience in litigating complex personal injury cases, consumer class actions, product liability, and many other novel actions.

14. HFM's lead attorney, Kenneth B. McClain, who was closely involved in this litigation and led the negotiations, has been practicing law for 38 years. He is licensed to practice in the state of Missouri, numerous Federal Courts, and Canada. He has been the lead trial counsel in federal and state courts across the nation. As lead trial counsel, he has won numerous multi-million-dollar verdicts several of which have made the National Law Journal's annual Top 100 Verdicts list. This includes verdicts totaling more than \$100 million for several workers at microwave popcorn factories who were exposed to diacetyl, a chemical used to make the butter flavoring, and suffered debilitating lung diseases. Altogether, the amount of verdicts HFM has achieved and settlements Mr. McClain has negotiated exceed \$1 billion. Along the way, HFM has pioneered several areas of litigation including against asbestos suppliers, the tobacco industry, and artificial butter flavoring manufacturers and suppliers in the microwave popcorn industry.

15. Similarly, I am experienced in complex mass actions, consumer class actions, personal injuries, and product liability. I helped pioneer the NFL & NCAA Brain-Injury Litigation, initially while in law school and then after I obtained my license, I started working at The Klamann Law Firm, where I learned, under the mentorship of John M. Klamann, the inner workings of complex litigation and class actions. During my time at The Klamann Law Firm, I created a niche area of law representing retired NFL players and NCAA athletes who suffered brain injuries. I was actively involved in the NFL Concussion multidistrict litigation in the Eastern District of Pennsylvania. *See* MDL No. 2323. During this time, I was introduced to Mr. McClain and our firms worked collectively to take on the NFL and the NCAA, and we recovered millions of dollars for retired athletes and their families by achieving unprecedented results. I joined HFM in February 2019.

16. Most recently, Mr. McClain and I tried a consolidated mass action arbitration, representing 31 consumers that were ensnared in an auto-loan scheme

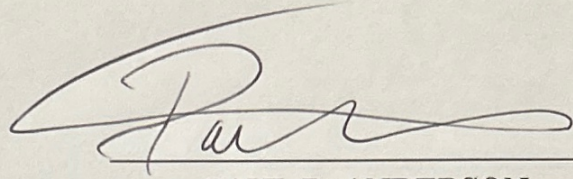
by a local car dealership. After three years of litigation and multiple days of hearings, we obtained nearly \$15,000,000 in arbitration awards, which was subsequently confirmed by the Douglas County Circuit Court. During that litigation, esteemed Arbitrator Leland Shurin stated in the Final Awards that, “[t]here can be no doubt that Claimant’s attorneys [i.e., HFM] achieved excellent results in this case.” In awarding attorney’s fees, Arbitrator Shurin described our respective work as follows: “Kenneth B. McClain has 38 years of experience with an outstanding reputation and a track record of numerous multi-million dollar verdicts. Paul Anderson, who worked extensively for Claimant, is a lawyer of great ability and reputation.”

17. Even more recently, Mr. McClain was appointed Co-Lead Counsel in a nationwide multi-district litigation against Kia and Hyundai relating to defective vehicles. *See In re Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 22-3052-JVS (Central Dist. Cal., Feb. 9, 2023). A nationwide class action settlement was recently announced in that case, and Mr. McClain played a key role in those successful negotiations.

18. In short, HFM has a track record of vigorously and successfully pursuing consumer class actions. HFM did exactly that here on behalf of the putative class, and if this action did not settle, HFM was, and remains, prepared to continue to litigate and commit the necessary resources to bring this case to a successful conclusion.

19. Given our extensive experience, including experience litigating consumer class actions, we were capable of assessing the likelihood of success, the damages potential, and inherent risks and expenses of litigation. I fully endorse the Settlement as fair, adequate, and reasonable.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on August 14, 2023, in Kansas City, Missouri.

A handwritten signature in black ink, appearing to read 'Paul D. Anderson', written over a horizontal line.

PAUL D. ANDERSON

Exhibit 1

This Class Settlement Agreement (“Agreement”) is entered into by and between: (i) Plaintiff Jeffrey Tuter (“Plaintiff” or “Settlement Class Representative”), for himself and on behalf of the Settlement Class; and (ii) Defendant Freud America, Inc. (All capitalized terms used herein are as defined in Section 2.)

1. RECITALS

1.1 The Settlement Class Representative alleges that Defendant failed to provide sufficient information regarding the purported expiration date of the Covered Products. Settlement Class Representative further alleges that he and the proposed class members would have paid less for the Covered Products if they had known additional information regarding the purported expiration date.

1.2 The Settlement Class Representative believes that the claims have merit. However, the Settlement Class Representative and Settlement Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through trial, appeals, and ancillary actions. They also have taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation. They believe that the settlement set forth in this Agreement confers substantial benefits upon the Settlement Class. Based upon their evaluation, they have determined that the settlement set forth in this Agreement is fair, adequate, and reasonable, and in the best interests of the Settlement Class members.

1.3 Defendant has denied and continues to deny all liability with respect to the Action, any and all of the Released Claims, and the facts alleged in support thereof and has denied and continues to deny all charges of wrongdoing or liability arising out of or relating to any conduct, acts, or omissions alleged or that could have been alleged. Defendant’s willingness to resolve the Released Claims on the terms and conditions embodied in this Agreement is based on, among

Exhibit 1

other things: (i) the time and expense associated with litigating the Released Claims through trials and any appeals; (ii) the benefits of resolving the Released Claims, including limiting further expense, inconvenience, and distraction, disposing of burdensome litigation, and permitting Defendant to conduct its business unhampered by the distractions of continued litigation; and (iii) the uncertainty and risks inherent in any litigation.

1.4 This Agreement is the product of arms-length, informed, and vigorously-contested settlement discussions. Before and during the settlement discussions, the Parties had an arms'-length exchange of sufficient information to permit the Settlement Class Representative and Settlement Class Counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions, which included multiple sessions of mediation with an independent third-party mediator, Scott Hecht.

1.5 The Parties negotiated and reached agreement on the maximum amount of Class Counsel attorneys' fees and expenses only after reaching agreement on all other material terms of this Agreement.

1.6 Based upon the discovery and investigation to date and evaluation of the facts and law relating to the matters alleged, Settlement Class Representative and Settlement Class Counsel have agreed to settle, subject to Court approval, the claims asserted pursuant to the provisions of this Agreement. In so doing, Settlement Class Representative and Settlement Class Counsel have considered the terms of this Agreement, the numerous risks of continued litigation and other factors, including but not limited to the following: (i) the expense and length of time necessary to prosecute an action through trial; (ii) the uncertainty of outcome at trial and the possibility of an appeal by either side following the trial; (iii) the possibility that a contested class might not be certified, and, if certified, the possibility that the class could be decertified or that such certification

Exhibit 1

would be reversed on appeal; (iv) the fact that Defendant would file a motion for summary judgment that, if granted, would dispose of all or many of the claims; and (v) the benefits being made available to the Settlement Class members under the terms of this Agreement.

1.7 NOW THEREFORE, subject to Court approval, as hereinafter provided, it is hereby stipulated and agreed by the Parties that, in consideration of the promises and covenants set forth in this Agreement, the claims shall be settled and compromised upon the terms and conditions contained herein.

2. DEFINITIONS

The definitions contained herein shall apply only to this Agreement and shall not apply to any other agreement, including, without limitation, any other settlement agreement, nor shall they be used as evidence, except with respect to this Agreement, of the meaning of any term. Furthermore, each defined term stated in a singular form shall include the plural form, and each defined term stated in a plural form shall include the singular form. As used in this Agreement, in addition to any definitions elsewhere in this Agreement, the following terms shall have the meanings set forth below:

2.1 “Action” means and refers to Plaintiff’s allegations and lawsuit against Freud America, Inc. in Case No. 4:22-cv-00282 pending in the United States District Court for the Western District of Missouri.

2.2 “Agreement” means and refers to this settlement agreement.

2.3 “Benefit Amount” means and refers to the amount to be paid to each Participating Claimant under the terms of this Agreement.

2.4 “Claim Form” means and refers to a claim form approved by the parties and the Court.

Exhibit 1

2.5 “Claims Period” means and refers to the 45-day period of time following the commencement of the Notice Program during which period Settlement Class members may submit a completed Claim Form.

2.6 “Class Period” means and refers to January 1, 2017 through the entry of the Preliminary Approval Order.

2.7 “Covered Products” means and refers to the Diablo-branded bonded abrasive wheels set forth in Exhibit A to this Agreement.

2.8 “Court” means and refers to the United States District Court for the Western District of Missouri.

2.9 “Defendant” means and refers to Defendant Freud America, Inc.

2.10 “Email Notice” means and refers to the email notice approved by the Parties and the Court.

2.11 “Final Approval Hearing” means and refers to the hearing that is to take place after the entry of a Preliminary Approval Order, the implementation of the Notice Program, and the expiration of the Claims Period for purposes of: (i) determining whether the Agreement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class members; (ii) entering the Final Approval Order; and (iii) ruling upon an application for an award of attorneys’ fees, costs, and service award.

2.12 “Final Approval Order” means and refers to the Court’s judgment and order(s) granting final approval to the settlement and awarding attorneys’ fees, costs, and expenses, and Plaintiff’s service award.

2.13 “Final Effective Date” means and refers to one business day following the latest of: (i) if there is a timely appeal or appeals, the date of completion of the appeal or appeals in a

Exhibit 1

manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari); (ii) the date of final dismissal of any and all appeals or proceedings on certiorari from the Final Approval Order; and (iii) if no appeal is timely filed, the expiration date of the time for filing or noticing any valid appeal from the Final Approval Order.

2.14 “Long Form Notice” means and refers to the full notice approved by the Parties and the Court.

2.15 “Notice Program” means and refers to the notice procedures set forth in Section 8, which shall be deemed to have commenced upon the implementation of internet notice under Section 8.3.

2.16 “Objection” means and refers to an objection by a Settlement Class member following the procedures set forth in this Agreement.

2.17 “Objection Period” means and refers to the 45-day period of time following the commencement of the Notice Program during which period Settlement Class members may exercise the right to make an Objection to this Agreement pursuant to the provisions of Section 10 of this Agreement.

2.18 “Opt Out” means and refers to a request by a Settlement Class member to be excluded from the Settlement Class by following the procedures set forth in this Agreement.

2.19 “Opt Out Period” means and refers to the 45-day period of time following the commencement of the Notice Program during which period Settlement Class members may exercise the right to Opt Out of the Settlement Class pursuant to the provisions of Section 9 of this Agreement.

Exhibit 1

2.20 “Participating Claimants” means and refers to members of the Settlement Class who submit timely, complete, and valid Claim Forms and who are determined by the Settlement Administrator to be eligible for benefits under this Agreement.

2.21 “Parties” means and refers to Defendant and the Settlement Class Representative, individually and on behalf of the Settlement Class.

2.22 “Person” means and refers to any individual, proprietorship, corporation, partnership, association, trustee, unincorporated association, or any other type of legal entity.

2.23 “Preliminary Approval Order” means and refers to the Court’s order granting preliminary approval of this Agreement.

2.24 “Released Claims” means and refers to any claim, liability, right, demand, suit, matter, obligation, lien, damage, punitive damage, exemplary damage, penalty, loss, cost, expense, debt, action, or cause of action, of every kind and/or nature whatsoever whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, which any Releasing Party now has, or at any time ever had, regardless of legal theory or type or amount of relief or damages claimed, which: (i) in any way arises out of, is based on, or relates in any way to representations or omissions pertaining to the expiration, shelf-life, or other date on or regarding the Covered Products, including how the date is determined, its length, and what it means; or (ii) is asserted in the Complaint filed in this Action. However, Released Claims shall not include any claims for personal injury.

2.25 “Releasing Parties” means and refers to the members of the Settlement Class (whether or not they object to the Settlement Agreement and whether or not they receive a Benefit Amount) and their members, agents, attorneys, partners, joint venturers, affiliates, predecessors,

Exhibit 1

successors, spouses, heirs, assigns, insurers, and any other Persons or entities claiming rights or interests by or through the Settlement Class.

2.26 “Released Parties” means and refers to Defendant and its members, agents, attorneys, partners, joint venturers, predecessors, successors, assigns, insurers, shareholders, executives, employees, consultants, independent contractors, directors, officers, principals, managers, and any direct and indirect parent companies, affiliates and subsidiaries.

2.27 “Settlement Administrator” means and refers to the class action administration firm identified by the Parties and approved by the Court to administer and oversee the notice program and the claims administration, as described in this Agreement.

2.28 “Settlement Class” means and refers to all Persons who purchased one or more Covered Products at retail in the United States and its territories during the Class Period. Excluded from the Settlement Class are: (i) Defendant and its employees; (ii) any Person who properly and timely opts out pursuant to this Agreement; (iii) federal, state, and local governments (including all agencies and subdivisions thereof (but employees thereof are not excluded); and (iv) any judge who presides over the consideration of whether to approve the settlement of this class action and any member of their immediate family.

2.29 “Settlement Class Counsel” means and refers to Humphrey, Farrington, & McClain, P.C.

2.30 “Settlement Class Representative” means and refers to Jeffrey Tuter.

2.31 “Settlement Fund” means and refers to all proceeds that are required to be paid by Defendant pursuant to subsections 12.1, 12.2, and 12.3 of this Agreement.

Exhibit 1

2.32 “Settlement Orders” means and refers to the orders entered to implement the terms of this Agreement, including, but not limited to, the Preliminary Approval Order and the Final Approval Order.

3. MONETARY BENEFITS

3.1 Settlement Administrator. The Settlement Administrator shall have the sole authority to administer the settlement. The Settlement Administrator shall carry out its duties in strict accordance with the procedures set forth in this Agreement and shall have the responsibility to address fraudulent and suspicious claims. Any Party may move the Court to compel such compliance.

3.2 Settlement Fund Costs. All reasonable and necessary costs of administering the settlement shall be paid out of the Settlement Fund.

3.3 Submission Of Claims. At any time prior to the expiration of the Claims Period, members of the Settlement Class may submit a Claim Form to the Settlement Administrator pursuant to the directions on the Claim Form.

3.4 Collection Of Claims. The Settlement Administrator shall collect and log Claim Forms postmarked on or submitted electronically before expiration of the Claims Period.

3.5 Evaluation Of Claims. The Settlement Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent claims, to deny Claim Forms that contain evidence of waste, fraud, or abuse, and to pay only legitimate claims.

3.6 Determination Of Benefits. Prior to the Final Approval Hearing, the Settlement Administrator shall determine each Participating Claimant’s Benefit Amount in accordance with the following:

(i) Tier 1 — Without Proof of Purchase. Participating Claimants who do not submit proof of purchase shall receive a payment of \$2.50 per unit purchased up to four units of Covered

Exhibit 1

Products for a maximum Benefit Amount of \$10 per household (regardless of how many persons live in the household and regardless of whether there were more than four units of Covered Products purchased in the household); and

(ii) Tier 2 — With Proof of Purchase. Participating Claimants who submit proof of purchase for one or more Covered Products shall receive a payment equal to the total amount of such purchases up to a maximum Benefit Amount of \$50 (regardless of whether the value of the total number of purchases of Covered Products exceeded \$50).

(iii) if the calculations in subsections (i) and (ii) would cause the total Benefit Amounts under this section to exceed \$1,075,000, the Benefit Amounts shall be reduced pro rata so that the maximum \$1,075,000 benefit amount is not exceeded.

3.7 Notification Of Proposed Benefits. The Settlement Administrator shall promptly report its determination of the number of Participating Claimants and the calculation of the Benefit Amounts, pursuant to Section 3.6, to Settlement Class Counsel and to Defendant.

3.8 Objections To The Proposed Benefits. Settlement Class Counsel and Defendant shall have 10 calendar days from receipt of the report referenced in Section 3.7 to notify the Settlement Administrator in writing of any errors in the calculation of the proposed Benefit Amounts.

3.9 Resolutions Of Objections To Proposed Benefits. If the Settlement Administrator receives timely objections from Settlement Class Counsel or Defendant's counsel to any proposed Benefit Amount, the Settlement Administrator shall consider the objections and resolve them.

3.10 Distribution Of Individual Benefits To Participating Claimants. The Settlement Administrator shall promptly disburse the Benefit Amount to each Participating Claimant within 45 days after the Final Effective Date.

3.11 Maintenance Of Records. The Settlement Administrator shall maintain complete, accurate, and detailed records regarding the administration of the Settlement Fund, including but not limited to: all Claim Forms submitted; any objection to proposed benefits and the resolution thereof; and any and all receipts by and disbursements from the Settlement Fund. The Settlement

Exhibit 1

Administrator shall maintain all records for a period of not less than one year following the Final Effective Date.

4. INJUNCTIVE RELIEF AND CHANGED PRACTICES

4.1 Date on Covered Products. Defendant will review the Covered Products and make modifications to the labeling or marketing of the Covered Products to provide a warning to improve the awareness and meaning of the date on the Covered Products by the manufacturers of the Covered Products. Defendant acknowledges that such modifications are, in part, as a result of this Action.

4.2 Website. Defendant will review its website and make modifications to provide a warning to improve the awareness and meaning of the date on the Covered Products provided by the manufacturers of the Covered Products.

4.3 Timing. The changes set forth in Section 4 are designed to further increase the public awareness regarding the date on the Covered Products and Defendant will begin implementing these changes following the Final Effective Date as follows. The modifications under Section 4.2 will be implemented and completed within six (6) months after the Final Effective Date and will continue for three (3) years thereafter. The modifications under Section 4.1 will be implemented in the ordinary course as new Covered Products are manufactured and new labeling is created or purchased for the Covered Products and will be fully implemented by no later than eighteen (18) months after the Final Effective Date and will continue for three (3) years thereafter.

4.4 Continuing Jurisdiction. This Court shall have continuing jurisdiction until the expiration of the benefit described in Section 4 if a dispute arises between Class Counsel and Defendant concerning the obligations set forth in Section 4.

Exhibit 1

5. ATTORNEYS' FEES, COSTS/EXPENSES, AND SERVICE AWARD

5.1 Attorneys' Fees, Costs, and Expenses. No later than 30 days following the commencement of the Notice Program, Settlement Class Counsel shall submit a request for approval of an award of attorneys' fees, costs, and expenses of up to a total maximum aggregate sum of \$520,000 to compensate them for their work on behalf of the Settlement Class. Settlement Class Counsel agree they will not seek attorneys' fees, costs, and expenses in excess of this sum, and Defendant agrees not to object to this request. Defendant shall wire the awarded attorneys' fees, costs, and expenses within ten (10) business days after the Final Effective Date, subject to Settlement Class Counsel providing wire instructions, completing a W-9 form, and providing any other information Defendant reasonably requests to execute the payment. Defendant has no obligation or duty with respect to the awarded attorneys' fees, costs, and expenses, including any allocation among experts, other than as set forth herein.

5.2 Service Award To Settlement Class Representative. In connection with the motion for final approval, Settlement Class Counsel shall submit a request to the Court seeking approval for a service award to the Settlement Class Representative in an amount up to \$5,000. Defendant shall wire the awarded Settlement Class Representative service award to Class Counsel within ten (10) business days after the Final Effective Date, subject to Settlement Class Counsel providing wire instructions and completing a W-9 form and providing any other information Defendant reasonably requests for execution of the payment. The distribution of the service award to Plaintiff shall be the responsibility of Settlement Class Counsel. Defendant has no obligation or duty with respect to the service award other than as set forth herein, and Defendant shall not be liable to Plaintiff or Settlement Class Counsel regarding the disbursement of the service award to Plaintiff.

Exhibit 1

5.3 Miscellaneous. Except as provided herein, each Settlement Class member shall bear his/her/its own attorneys' fees, costs, and expenses incurred in connection with any claim against Defendant. In the event that taxes are assessed against Plaintiff, Settlement Class members, and/or Settlement Class Counsel, each shall be individually responsible for the payment of such taxes, interest, or penalties, and shall indemnify and hold Defendant harmless with respect to the same.

6. RELEASE

6.1 Class Release. As of the Final Effective Date, except for the obligations and rights created by this Agreement, the Releasing Parties hereby release and absolutely and forever discharge Defendant and all Released Parties from any and all Released Claims. The Final Approval Order shall include this release.

6.2 Civil Code Section 1542. To the fullest extent permitted by law, in connection with the Released Claims, the Releasing Parties waive and relinquish any and all rights or benefits they have or may have under California Civil Code Section 1542, or any comparable provision of state or federal law, with regard to the Released Claims. California Civil Code Section 1542 provides:

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 Settlement Class Representative acknowledges that he and Settlement Class members and/or their attorneys may hereafter discover claims or facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but it is their intention to fully, finally, and forever settle and release any and all Released Claims described herein, whether known or unknown, suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may

Exhibit 1

have existed. In furtherance of this intention, the releases contained in this Agreement shall be and remain in effect as full and complete releases of the Released Claims by the Releasing Parties without regard to the subsequent discovery or existence of such different or additional claims or facts.

7. COURT APPROVAL OF THE SETTLEMENT

7.1 Preliminary Approval. Following the execution of this Agreement, Plaintiff shall move the Court for an order, that, in accordance with this Agreement and for settlement purposes only: (i) conditionally certifies the Settlement Class; (ii) preliminarily approves this settlement; (iii) approves and authorizes the implementation of the Notice Program; (iv) approves the Settlement Administrator; (v) appoints Plaintiff as Settlement Class Representative; and (vi) appoints Plaintiff's counsel as Settlement Class Counsel. In connection therewith, Settlement Class Counsel shall submit to the Court a mutually-acceptable proposed Preliminary Approval Order.

7.2 Objection Period. Subject to Court approval, Settlement Class members shall have 45 days from the commencement of the Notice Program to file and serve objections to this Agreement.

7.3 Opt Out Period. Subject to Court approval, Settlement Class members shall have 45 days from the commencement of the Notice Program to opt out of the Settlement Class and this Agreement.

7.4 Final Approval. After the expiration of the Claims Period, if the Agreement has not been terminated, Plaintiff shall move the Court for final approval of this Agreement. In connection therewith, Settlement Class Counsel shall submit to the Court a mutually-acceptable proposed Final Approval Order. The Parties will jointly seek to schedule a final approval hearing

Exhibit 1

on a date following the Settlement Administrator's determination of the Participating Claimants' Benefit Amounts under Section 3.6.

8. CLASS NOTICE PROCEDURES

8.1 Content. The Long Form Notice shall: (i) inform the Settlement Class members that, if they do not opt out from the settlement, they may be eligible to receive compensation; (ii) contain a short, plain statement of the background of this action, the certification of the Settlement Class for settlement purposes, and the proposed settlement; (iii) describe the proposed settlement relief outlined in this Agreement; (iv) state that the proposed settlement benefits are contingent on the Court's entry of the Final Approval Order and resolution of any appeals; (v) inform Settlement Class members that they may opt out from the Settlement Class by submitting a written exclusion request no later than 45 days after the commencement of the Notice Program; (vi) inform Settlement Class members that, if they do not opt out, they may, if they desire, object to the proposed settlement by filing and serving a written statement of objections no later than 45 days after the commencement of the Notice Program; (vi) inform Settlement Class members that they may appear at the Final Approval Hearing; (vii) inform Settlement Class members that any judgment entered in this Action, whether favorable or unfavorable to the Settlement Class, may include and be binding on all Settlement Class members who have not opted out from the Settlement Class, even if they have objected to the proposed settlement and even if they have any other claim, lawsuit, or proceeding pending against any of the Released Parties; and (viii) explain that Settlement Class members who have not timely submitted a written opt out request may submit a Claim Form pursuant to this Agreement seeking a payment.

8.2 Email Notice. Within 15 days after the entry of the Preliminary Approval Order, Defendant shall submit to the Settlement Administrator, the name and email address, to the extent

Exhibit 1

reasonably retrievable from its records, of each known Settlement Class member. Within 15 days after receipt of this information, the Settlement Administrator shall then send the Email Notice to each known Settlement Class Member.

8.3 Internet Notice. Within 30 days after entry of the Preliminary Approval Order, the Settlement Administrator will implement a digital notice campaign that is designed by the Settlement Administrator, agreed to by the Parties, and approved by the Court.

8.4 Settlement Website. Prior to the commencement of the Email and Internet Notice, the Settlement Administrator shall establish a settlement website capable of providing generalized information, including this Agreement, applicable deadlines, the identity of Settlement Class Counsel, the Long Form Notice, the Preliminary Approval Order, FAQs, and the Claim Form. The website shall be maintained by the Settlement Administrator until after both the expiration of the Claims Period and the Final Effective Date.

8.5 Cost Of The Notice Program. The cost of Notice Program shall be paid pursuant to Section 12.

8.6 Records Of Notice. The Settlement Administrator shall keep records of all notices and the cost thereof.

9. RIGHT OF EXCLUSION

9.1 Procedure. Settlement Class members may opt out of the Settlement Class at any time during the Opt Out Period. Any Settlement Class member who does not wish to participate in this settlement must send to the Settlement Administrator a written request to exclude themselves from this Agreement, which request must contain the Settlement Class member's name, address, telephone number, and wet signature. Such request for exclusion must be postmarked no later than the last day of the Opt Out Period. All Settlement Class members who do not Opt Out in

Exhibit 1

accordance with this Agreement during the Opt Out Period will be deemed Settlement Class members for all purposes under this Agreement. Any Person who timely and validly Opt Out shall no longer be a Settlement Class member, is not entitled to object to the approval of this Agreement, and is not entitled to any relief under and is not affected by this Agreement. “Mass” or “Class” Opt Outs shall not be allowed, and only individual Opt Outs will be allowed.

9.2 Withdrawal Of Election To Opt Out. Prior to the entry of the Final Approval Order, any Person who has elected to Opt Out may withdraw that election by notifying the Settlement Administrator in writing that they wish to be a member of the Settlement Class. The Settlement Administrator shall maintain records of all withdrawn Opt Outs, and shall provide such information to the Parties and to the Court. At any time after the entry of the Final Approval Order, any Person who has elected to Opt Out of this Agreement may withdraw that election only upon receiving the written consent of Defendant.

9.3 Multiple Purchases. A Person who purchased more than one Covered Product may exercise their election to Opt Out of the Settlement Class only by doing so with respect to all such purchases of Covered Products.

10. RIGHT TO OBJECT

10.1 Procedure. Any Settlement Class member, on their own, or through an attorney hired at their own expense, may object to the proposed settlement or the requests for attorneys’ fees, costs/expenses, and/or a service award. To be considered, such Objections must be sent via First Class U.S. Mail to the Settlement Administrator, Settlement Class Counsel, and Defendant’s Counsel, and must be filed with the Court, and also must be postmarked and filed no later than the last day of the Objection Period. Objections must be personally signed with a wet signature by the Settlement Class member and include all of the following information: (a) the name of this Action;

Exhibit 1

(b) the objector's full name, address, and telephone number (and, if applicable, the objector's lawyer's full name, address, and telephone number); (c) a statement of his or her membership in the Settlement Class, including a verification under oath of Covered Product(s) purchased and, to the extent known, the location, approximate date, and approximate price paid; (d) a written statement of all grounds for the Objection, including any legal support for the Objection; (e) copies of any papers, briefs, or other documents upon which the Objection is based; (f) a list of any and all Persons who will be called to testify in support of the Objection; (g) a statement of whether the objector or the objector's attorney intends to appear at the Final Approval Hearing; (h) a list and copies of any and all exhibits that the objector or the objector's lawyer intends to offer at the Final Approval Hearing; (i) the identify of any current or former lawyer who may be entitled to compensation for any reason related to the Objection; and (j) a list of any other objections submitted by the Settlement Class member and/or their attorney(s) to any proposed class settlement in any state or federal court within the previous 5 years. Any Objections not raised properly and timely will be waived. Any Settlement Class member who fails to file and serve timely a written Objection containing all of the information listed above, including notice of their intent to appear at the Final Approval Hearing, shall not be permitted to make an Objection to the settlement and shall be foreclosed from seeking any review of the settlement by any means, including but not limited to an appeal.

11. SETTLEMENT TERMINATION

11.1 Termination Prior To The Final Effective Date. If any court does not approve and/or does not honor this Agreement and/or denies the Parties' motion to enter all of the Settlement Orders in a form agreeable to the Parties, Settlement Class Counsel and/or Defendant shall have the right to terminate this Agreement as set forth in Section 11.4.

Exhibit 1

11.2 Termination After Opt Out Period. If more than 1,000 Persons Opt Out of this Agreement, Defendant shall have the right to terminate this Agreement, in its sole discretion, as set forth in Section 11.4.

11.3 Termination After Appeal. If a court declares unenforceable, reverses, vacates, or modifies, on appeal or otherwise, any aspect of this Agreement in what Settlement Class Counsel and/or Defendant determines to be, in their sole discretion, a material way, then Settlement Class Counsel and/or Defendant may terminate this Agreement as set forth in Section 11.4.

11.4 Termination Procedure And Effect. Any election of the right to terminate this Agreement pursuant to Sections 11.1, 11.2, and/or 11.3 may be done only by giving written notice to all counsel of record and to the Settlement Administrator prior to the Final Effective Date. If any Party terminates this Agreement pursuant to Sections 11.1, 11.2, and/or 11.3, the termination shall void all of the rights, obligations, and releases under this Agreement, except for Sections 13.1, 13.2, 13.3 and those provisions of this Agreement that are necessary to effectuate the termination. Within 30 days after a notice of termination is received, the Settlement Administrator shall return all settlement payments made prior to such withdrawal (inclusive of interest and exclusive of notice and administration costs already expended). If this Agreement is terminated before Defendant deposits sufficient funds to cover notice and administrative costs already expended, the terminating party shall pay the Settlement Administrator an amount sufficient to cover the notice and administrative costs already expended within 60 calendar days after receipt of the Settlement Administrator's invoice for the amounts due. If this Agreement is terminated by Settlement Class Counsel after Defendant has already paid Settlement Administrator invoices for notice and administrative costs expended, Settlement Class Counsel shall reimburse Defendant for those notice and administrative costs paid within ten (10) calendar days after notice of termination.

Exhibit 1

12. SETTLEMENT FUNDING

12.1 Funding For Costs Of Notice And Administration. Defendant shall pay the Settlement Administrator for the notice and administration of the settlement as provided in this Agreement. Defendant shall not, however, be obligated to pay notice and administration expenses in excess of \$300,000, which is the maximum amount of notice and administration expenses Defendant shall be obligated to pay.

12.2 Funding For Payment Of Attorneys' Fees, Costs/Expenses, And Service Award. Funding for the payment of attorneys' fees, costs, and expenses, and for payment of the Class Representative service award shall be made by Defendant in accordance with Section 5. This deadline may be extended by mutual consent of the Parties.

12.3 Funding For Distribution Of Class Benefits. Within 30 days after the Final Effective Date, Defendant shall wire to the Settlement Administrator the sum necessary to pay the Benefit Amounts to Participating Claimants.

12.4 Maximum Funding. Defendant's maximum total, aggregate funding obligation under this Agreement is \$1,900,000 and all payments made pursuant to this Agreement, including notice and administration expenses under Section 12.1, attorneys' fees and costs under Section 5.1, service award under Section 5.2, and the total Claimants' Benefit Amounts under Section 3.6, shall be deemed and credited as a payment by Defendant toward this maximum amount which shall be the maximum and not exceeded.

12.5 Unused Funds. In the event that any funds deposited with the Settlement Administrator by Defendant remain unused, whether for notice and administration costs or Benefit Amounts, including Benefit Amounts not successfully delivered, cashed or redeemed after 180

Exhibit 1

days of issuance, Defendant shall, in its sole discretion, direct the Settlement Administrator as to the disposition of those funds.

13. SETTLEMENT PURPOSES ONLY

13.1 General. This Agreement is for settlement purposes only.

13.2 No Admissions. This Agreement, any negotiations, proceedings, documents or anything else related to this Agreement, its implementation, or its judicial approval (as well as the fact of this settlement and any acts or documents related to the settlement or its implementation) shall not be construed as, or deemed to be evidence of, any admission or concession by any of the Parties regarding the claims in dispute. By entering into this Agreement, it is understood that the Released Parties do not admit and expressly deny that they have breached any duty, obligation, or agreement; deny that they have engaged in any illegal, tortious, or wrongful activity; deny that they are liable to any member of the Settlement Class or any other Person; and/or deny that any damages have been sustained by any member of the Settlement Class or by any other Person in any way arising out of or relating to the Released Claims. This Agreement, any negotiations, proceedings, documents or anything else related to this Agreement, its implementation, or its judicial approval (as well as the fact of this settlement and any acts or documents related to the settlement or its implementation) shall not be construed as, or deemed to be evidence of, any admission or concession by any of the Parties or any other Person regarding any matter, including, without limitation, the absence or presence of liability, the absence or presence of damage, or the propriety or impropriety of class treatment.

13.3 Permissible Uses Of Agreement/Fact Of Settlement. This Agreement, any negotiations, proceedings, or documents related to the Agreement, its implementation, or its judicial approval (as well as the fact of this Agreement and any acts or documents related to the

Exhibit 1

Agreement or its implementation) cannot be asserted or used by any Person to support a contention that class certification is proper or improper or that liability does or does not exist, or for any other reason, in the above-captioned action or in any other proceedings; provided, however, Settlement Class members, Settlement Class Counsel, Defendant, other Released Parties, and any Person who is the beneficiary of a release set forth herein, may reference and file this Agreement, and any resulting Order or Judgment, with the Court, or any other tribunal or proceeding, in connection with the implementation or enforcement of its terms (including but not limited to the releases granted therein, or any dispute related thereto).

13.4 Conditional Certification. The Parties hereby agree, solely for purposes of this settlement, to the certification of a nationwide Settlement Class, to the conditional appointment of Settlement Class Counsel and to the conditional approval of Plaintiff as a suitable Settlement Class Representative. However, if the Court ultimately does not grant final approval of the proposed settlement, or if the Final Effective Date does not occur, Defendant and all other Persons retain all rights they had immediately preceding this Agreement to object to the maintenance of this Action as a class action and, in any event, nothing in this Agreement or in any other papers or proceedings relating to the settlement shall be used as evidence or argument by or against any Party concerning the propriety of class certification in this or any other proceeding.

14. JURISDICTION

14.1 Continuing Jurisdiction. To the full extent allowable under federal law, the Court has, and shall continue to have, jurisdiction to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this Agreement, to approve awards of attorneys' fees and costs pursuant hereto, and to supervise the administration of this Agreement. Except for those matters specifically identified in this Agreement as being subjects for decision by the Settlement

Exhibit 1

Administrator, and any other claims-related matters that Settlement Class Counsel and Defendant later agree in writing to refer to the Settlement Administrator, any dispute or question relating to or concerning the interpretation, enforcement, or application of this Agreement shall be presented to the Court for resolution.

15. MISCELLANEOUS

15.1 Entire Agreement. This Agreement supersedes and replaces any and all other prior agreements (including the Parties' Term Sheet executed on February 16, 2023) and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the Parties with respect to the subject matter hereof. The Parties acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made or relied upon by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in writing in this Agreement shall be valid or binding.

15.2 Modification Or Amendment. This Agreement may not be modified or amended except in a writing signed by the Settlement Class Representative and Defendant, and, if after the entry of the Preliminary Approval Order, the written modification must also be approved by the Court.

15.3 Execution In Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

15.4 Authority Of Counsel. Settlement Class Counsel is authorized by the Settlement Class Representative, members of the Settlement Class, and by the Court, to take all appropriate action required and permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms.

Exhibit 1

15.5 Headings. The headings of the sections, paragraphs, and subparagraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

15.6 Liens. The Released Parties shall have no obligation to pay or otherwise resolve any liens that are or may be asserted against settlement payments to Settlement Class members pursuant to the terms of this Agreement. In the event any such lien is asserted, it is the responsibility of the Settlement Class member to pay, compromise, or otherwise resolve the lien at no cost to Defendant or the Settlement Fund. In the event that any lien is assessed against Plaintiff, Settlement Class members, and/or Settlement Class Counsel, each shall be solely responsible for the payment of such lien, and each shall indemnify and hold Defendant harmless with respect to the same.

15.7 Cooperation And Further Acts. The Parties and their counsel agree to cooperate with one another and to use reasonable efforts to effectuate the settlement, including without limitation, in seeking preliminary approval and final approval of the Agreement, carrying out the terms of this Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final Court approval of the settlement. The Parties shall cooperate in good faith and undertake all reasonable actions and steps to accomplish the events described in this Agreement.

15.8 Heirs, Successors, And Assignees. This Agreement shall be binding upon and shall inure to the benefit of the Parties' heirs, successors, and assignees.

15.9 Choice Of Law. This Agreement in all respects shall be interpreted, enforced, and governed by and under the laws of the State of Missouri applicable to instruments, persons, and

Exhibit 1

transactions which have legal contacts and relationships solely within the State of Missouri. Any action pertaining to the terms of this Agreement shall be filed in this Court.

15.10 Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Settlement Class Counsel and Defendant's counsel, without notice to Settlement Class members. The Parties reserve the right, by written agreement, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

15.11 Warranty Regarding Advice. Settlement Class Counsel warrants that the Settlement Class Representative has been fully advised of and agrees to the terms of this Agreement. The Parties hereby acknowledge that they have been represented by independent legal counsel throughout all negotiations which preceded the execution of this Agreement, and that this Agreement has been executed with the consent and on the advice of said counsel.

Exhibit 1

AGREED TO AND ACCEPTED.

Dated: _____ By: _____
Jeffrey Tuter
Settlement Class Representative

Dated: See Signature By: pki, BOSCH, US, R, K, rkohl Digitally signed by pki, BOSCH, US, R, K, rkohl
Date: 2023.04.20 06:45:48 -04'00'
Name: Russell Kohl
Title: President/CEO
Freud America, Inc.

Dated: See Signature By: pki, BOSCH, US, J, B, jbrewer Digitally signed by pki, BOSCH, US, J, B, jbrewer
Date: 2023.04.14 16:28:05 -04'00'
Name: James Brewer
Title: CorporateVP
Freud America, Inc.

APPROVED AS TO FORM.

HUMPHREY, FARRINGTON, & MCCLAIN, P.C.


Dated: _____ By: _____
Paul D. Anderson
Attorney for Settlement Class

SHOOK, HARDY & BACON LLP

Dated: _____ By: _____
Paul A. Williams
Attorney for Freud America, Inc.

Exhibit 1

AGREED TO AND ACCEPTED.

Dated: 4-5-23 By: 
Jeffrey Tuter
Settlement Class Representative

Dated: _____ By: _____
Name: _____
Title: _____
Freud America, Inc.

Dated: _____ By: _____
Name: _____
Title: _____
Freud America, Inc.

APPROVED AS TO FORM.

HUMPHREY, FARRINGTON, & MCCLAIN, P.C.

Dated: 4-4-2023 By: *Paul Anderson*
Paul D. Anderson
Attorney for Settlement Class

SHOOK, HARDY & BACON LLP


Dated: 4/20/2023 By: 
Paul A. Williams
Attorney for Freud America, Inc.

Exhibit 1

EXHIBIT A COVERED PRODUCTS

<u>Item Number</u>	<u>Description</u>
DBD140109A01F	DIABLO 14X7/64X1 CHOP SAW
DBD014109A01F	DIABLO 14X7/64X1 CHOP SAW
DBD030045105F	DB 3 X .045 X 3/8 MT CO T1 5PK
DBD040040101F	DB 4X0.040X5/8IN MTL CO 1 TKERF
DBD040040125F	DIABLO 4 X.40'X5/8 METAL 25PK
DBD040125701C	DB 4X1/8X5/8IN MASONRY DC CO 27
DBD040125701F	DB 4X1/8X5/8IN MTL DC CUT OFF27
DBD040250701C	DB 4X1/4X5/8 MSNRY DC GRND CO27
DBD040250701F	DB 4X1/4X5/8IN METAL DC GRNDG27
DBD045040101F	DB 4-1/2X.040X7/8 MTL CO1 TKERF
DBD045040115F	DIABLO 4-1/2 X .040 X7/8 METAL
DBD045040125F	DIABLO 4-1/2 X.040 X7/8 METAL
DBD045063701F	DB 4-1/2X1/16X7/8IN MTL DC CO27
DBD045063710F	DIABLO 4-1/2 X1/16 X7/8 METAL
DBD045125701C	DB 4-1/2X1/8X7/8 MSNRY DC CO 27
DBD045125701F	DB 4-1/2X1/8X7/8IN MTL DC CO 27
DBD045125X01F	DB 4-1/2X1/8X7/8 MTL DC DUALC&G
DBD045250701C	DB 4-1/2X1/4X7/8 MSNRY DC GRD27
DBD045250701F	DB 4-1/2X1/4X7/8IN MTL DC GRD27
DBD045250B01F	DB 4.5X1/4X5/8-11 MT DC GRD HUB
DBD050040101F	DB 5X.040X7/8IN MTL CO 1 TKERF
DBD050040110F	DIABLO 5 X.040 X7/8 METAL 10PK
DBD050045701F	DB 5X.045X7/8 MT C/O T27 DC TK
DBD050063101C	DB 5X1/16X7/8IN MASONRY CUTOFF1
DBD050125X01F	DB 5X1/8X7/8 MTL DC DUALC&G 27
DBD050250701F	DB 5X1/4X7/8IN METAL DC GRNDG27
DBD060045101F	DB 6X.045X7/8IN MTL CO 1 TKERF
DBD060045110F	DIABLO 6 X.045X7/8 METAL CUT
DBD060045701F	DB 6X.045X7/8 MT C/O T27 DC TK
DBD065125L01C	DB 6-1/2X1/8X5/8IN MSNRY CIR CO
DBD065125L01F	DB 6-1/2X1/8X5/8IN METAL CIR CO
DBD070063701F	DB 7X1/16X7/8IN METAL DC CO 27
DBD070125L01F	DB 7X1/8X5/8IN METAL CIR CUTOFF
DBD070250B01C	DB 7X1/4X5/8-11 MSNRY DC GR 27H
DBD070250B01F	DB 7X1/4X5/8-11 MTL DC GRNDG27H
DBD090094101F	DIABLO 9 X 3/32 X 7/8 METAL C/O
DBD100093L01C	DB 10X3/32X5/8IN MSNRY CUT OFF
DBD100093L01F	DB 10X3/32X5/8IN METAL CUT OFF
DBD120125A01C	DB 12X1/8X1IN MSNRY HISPEED CO
DBD120125A01F	DB 12X1/8X1IN METAL HISPEED CO
DBD120125G01C	DB 12X1/8X20MM MSNRY HISPEED CO
DBD120125G01F	DB 12X1/8X20MM METAL HISPEED CO

Exhibit 1

DBD140109A01C	DB 14X7/64X1IN MASONRY CHOP SAW
DBD140125A01C	DB 14X1/8X1IN MSNRY HISPEED CO
DBD140125A01F	DB 14X1/8X1IN METAL HISPEED CO
DBD140125G01C	DB 14X1/8X20MM MSNRY HISPEED CO
DBD140125G01F	DB 14X1/8X20MM METAL HISPEED CO
DBDS12125A01F	DB SD 12X1/8 X1IN MT HISPEED CO
DBDS12125G01F	DB SD 12X1/8 X20MM MT HSPEED CO
DBDS14125A01F	DB SD 14X1/8 X1IN MT HISPEED CO
DBDS14125G01F	DB SD 14X1/8 X20MM MT HSPEED CO
DBDS45045101F	DB SD 4.5X.045X7/8 MT C/O T1 TK
DBDS45045701F	DB SD 4.5X.045X7/8 MT CO T27 TK
DBDS45250701F	DB SD 4.5X1/4X7/8 MT GRD
DBDS45250B01F	DB SD 4.5X1/4X5/8-11 MT GRD HUB
DBDS50045101F	DB SD 5X.045X7/8 MT C/O T1 TK
DBDS60045101F	DB SD 6X.045X7/8 MT C/O T1 TK
DBDS70063701F	DB SD 7X1/16X7/8 MT C/O T27
DBX045045101F	DB 4.5X.045XX-LOCK MT CO T1 TK
DBX045045105P	DB 4.5X.045 XLOCK MT CO T1 5PK
DBX045063101C	DB 4.5X1/16XX-LOCK MA CO T27 DC
DBX045063701F	DB 4.5X1/16XX-LOCK MT CO T27 DC
DBX045063705P	DB 4.5X1/16 XLOCK MT CO T27 5PK
DBX045250701C	DB 4.5X1/4XX - LOCK MAS GRD
DBX045250701F	DB 4.5X1/4XX-LOCK MT GRD
DBX045250703P	DB 4.5X1/4 XLOCK MT GRD T27 3PK
DBX050045101F	DB 5X.045XX-LOCK MT CO T1 TK
DBX050063701F	DB 5X1/16XX-LOCK MT CO T27 DC
DBX050250701F	DB 5X1/4XX - LOCK MT GRD
DBX060063101F	DB 6 X 1/16 X-LOCK MT CO T1
DBX060125701F	DB 6 X 1/8 X-LOCK MT CO T27 DC
DBX060250701F	DB 6 X 1/4 X-LOCK MT GRD