

**SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASE**

TABLE OF CONTENTS

I. BACKGROUND	1
II. SUBMISSION OF THE SETTLEMENT AGREEMENT	4
III. CONTINUING JURISDICTION OF THE COURT	5
IV. DISMISSAL OF THE ACTION	8
A. Scranton Products’ Payment of the Settlement Amount to Bobrick	8
B. Stipulated Dismissal of Bobrick’s Claims With Prejudice	8
V. MUTUAL GENERAL RELEASES	9
VI. CERTIFICATION OF HECTOR DALTON	10
VII. NFPA 286 TESTING AND CERTIFICATION	11
A. Initial Product Certification – NFPA 286 Testing	11
C. Initial Product Certification – Consequences of Failing NFPA 286 Test	19
D. Initial Product Certification – Product Labeling Certification	22
E. Maintenance of Product Labeling Certification for “2017 Generation 1” HDPE Toilet Partitions	24
F. Ten-Year Subsequent NFPA 286 Product Certification Obligation	27
G. Customer Letters	29
VIII. BREACHES OF THIS AGREEMENT	32
A. Reasonable Opportunity to Cure	32
B. Level 1 Breach	34
C. Level 2 Breach	36
D. Other Breaches	36
E. Liquidated Damages and Injunctive Relief	36

F. Enforcement	38
IX. OTHER PROVISIONS	50
A. Changes to the NFPA 286 Standard	50
B. Contingencies Involving Intertek.....	50
C. Performance of Agreement	52
D. Warranties of Authority and Nonassignment	52
E. Successors in Interest and Assigns.....	53
F. Sale of All or Substantially All of CPG’s Assets.....	53
G. Sale or Transfer of Certain Scranton Products Trade Names	56
H. Pennsylvania Law	58
I. Entire Agreement/No Reliance On Representations.....	58
J. No Construction Against Drafting Party.....	59
K. Headings	59
L. Counterparts	60
M. Notices.....	60
N. Incorporated Exhibits.....	61

In full and final settlement of *Scranton Products Inc. v. Bobrick Washroom Equipment, Inc. and Bobrick Washroom Equipment, Inc. v. Scranton Products Inc.*, M.D. Pa. No. 3:14-CV-00853-RDM (the “Action”), subject to (a) the Court’s approval of this Settlement Agreement and Mutual General Release (the “Settlement Agreement”), (b) the Court’s acceptance of continuing jurisdiction over this Settlement Agreement as stated herein, and (c) the Parties’ mutual releases and continuing rights and obligations hereunder, Plaintiff Bobrick Washroom Equipment, Inc. (“Bobrick”) and Defendant Scranton Products Inc. (“Scranton Products”) (collectively the “Parties” and each, respectively, a “Party”) hereby agree as follows:

I. BACKGROUND

1. The National Fire Protection Association (“NFPA”) has promulgated “Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth,” also known as NFPA 286. The current edition of NFPA 286 is the 2015 edition, with prior editions having been promulgated in 2000, 2006, and 2011.

2. The purpose of NFPA 286 is to determine “the potential extent which the interior finish materials contribute to fire growth in a room, including the heat and smoke released, the combustion products released, and the potential for fire spread beyond the room, under the particular conditions simulated.” NFPA 286

(2015 ed.) ¶ 1.2.2. To that end, NFPA 286 identifies “acceptance criteria” for fire testing, and a given material is considered as demonstrating satisfactory performance if those acceptance criteria are met (such satisfactory performance will be referred to as “passing”).

3. The International Code Council (“ICC”) was established in 1994 as a non-profit organization dedicated to developing a single set of comprehensive and coordinated national model construction codes. ICC model codes are adopted into building and fire codes in accordance with the laws and procedures of particular city, state, and county jurisdictions.

4. Code provisions regulate the fire safety of building products used in public buildings, commercial buildings, transportation facilities, and schools.

5. Bobrick and Scranton Products have a shared interest in protecting public safety, encouraging compliance with fire, life safety, and building codes, educating market participants such as architects, specification writers, and contractors about relevant code requirements, and promoting fair and vigorous competition – including truthful advertising – in the market for toilet partitions.

6. Bobrick and Scranton Products have a further shared interest, not only in finally resolving the current Action and all actual and potential claims existing as of the Effective Date (as defined below), but also in avoiding costly and protracted litigation involving similar issues or claims in the future. The Parties

agree that by entering into this Settlement Agreement and agreeing to its provisions, neither Party is admitting or conceding any wrongdoing or liability, including in connection with the allegations in the Action or the subject matter of this Settlement Agreement.

7. The Action was initiated when Scranton Products filed a lawsuit against Bobrick on May 2, 2014, alleging causes of action for violation of the Lanham Act, 15 U.S.C. § 1125(A); common-law unfair competition; commercial disparagement; and tortious interference with existing or prospective business relations. Bobrick disputed the material allegations in, and liability arising from, the claims alleged against it in the Action. On December 9, 2016, Scranton Products sought leave of court to dismiss all of its claims against Bobrick with prejudice, without any payment of money, settlement, admission of liability, or other consideration from Bobrick. On February 10, 2017, the Court permitted Scranton Products to dismiss its claims against Bobrick.

8. Bobrick filed counterclaims against Scranton Products in the Action, seeking damages and injunctive relief based on claims under the Lanham Act, 15 U.S.C. § 1501 *et seq.*; under Pennsylvania's Dragonetti Act, 42 Pa. C.S.A. § 8351; and for common-law unfair competition and abuse of legal process. Scranton Products disputes the material allegations in, and liability arising from, the claims filed against it in the Action.

9. The Parties recognize that the claims in the Action are disputed, and that continued litigation is uncertain, time consuming, and expensive, and therefore the Parties desire to settle and resolve all of the issues and disputes that exist or may exist between and among them, including both known and some unknown issues and disputes, including those that were or could have been raised in the Action, as set forth in paragraph 5 of the Mutual General Releases (**Exhibit E**).

10. In consideration of the promises and mutual covenants in this Agreement, including Exhibit E, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties mutually agree to the settlement terms described herein.

II. SUBMISSION OF THE SETTLEMENT AGREEMENT

11. Within two (2) business days of the Execution Date (as defined below), the Parties will file a Joint Motion to Approve Settlement Agreement and Retain Jurisdiction to Enforce Settlement (“Joint Motion to Approve”), which will include as an exhibit the executed Settlement Agreement.

12. A [Proposed] Order shall be attached to the Joint Motion to Approve in the form of **Exhibit A**, attached hereto.

13. The Joint Motion to Approve filed in support of Exhibit A shall contain: (a) a joint portion of the Motion, agreed to by the parties, and (b) a section

in which each Party may present the Court with reasons as to why the Settlement Agreement should be approved by the Court.

14. As of the Effective Date, either Party may provide this Settlement Agreement in whole, without excerpting or redacting any portions, and always including Exhibit E (Mutual General Releases), to any Person (defined as any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, or other entity) for any reason, without consent by or notice to the other Party and without Court approval.

III. CONTINUING JURISDICTION OF THE COURT

15. The Court has jurisdiction over the Action pursuant to 28 U.S.C. §§ 1331, 1332, 1337, and 1367. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) and (2).

16. The Parties acknowledge that the Court has personal jurisdiction over each of them in connection with the Action and this Settlement Agreement.

17. The business of the Parties involves selling toilet partitions, among other products, nationwide, and therefore substantially affects interstate commerce.

18. For purposes of this Settlement Agreement and the Joint Motion to Approve and [Proposed] Order, the Parties waive all objections and defenses that they, or either of them, may have to the jurisdiction of the Court or to venue in this

District. No Party may challenge the Court's jurisdiction to enforce this Settlement Agreement.

19. The Parties intend that the Court will approve the Settlement Agreement and will retain jurisdiction for a period of ten (10) years from the Effective Date in order to enforce the Settlement Agreement and to adjudicate any dispute regarding or arising out of the Settlement Agreement, including the breach, termination, interpretation, or validity hereof, as well as the assessment and imposition of liquidated damages hereunder.

20. The "Execution Date" of this Settlement Agreement is the date on which the final signature is affixed hereto.

21. The "Effective Date" of this Settlement Agreement will be the date on which the Clerk of the Court docket the order granting the Joint Motion to Approve.

22. The Parties agree that the validity and enforceability of this Settlement Agreement, in whole or in part (with the exception of the obligation to file the Joint Motion to Approve, the Joint Motion for Stay, and the [Proposed] Orders associated with each), is contingent upon the Court's approval of the Settlement Agreement. The Parties further agree that the validity and enforceability of this Settlement Agreement, in whole or in part (with the exception of the obligation to file the Joint Motion to Approve, the Joint Motion for Stay, and

the [Proposed] Orders associated with each), is also contingent upon the Court retaining jurisdiction over this Settlement Agreement for a period of ten years to enforce the Settlement Agreement and to adjudicate any dispute regarding or arising out of the Settlement Agreement, including the breach, termination, interpretation, or validity hereof, as well as the assessment and imposition of any liquidated damages hereunder. Unless and until the Effective Date occurs, neither this Settlement Agreement nor any of its exhibits may be shared with any third party or used by any Party for any purpose, including for purposes of liability in the Action or otherwise or the merits of any claim, defense, discovery dispute, or other motion or proceeding unrelated to enforcement of the Settlement Agreement.

23. Within two (2) business days of the Execution Date, the parties will file a Joint Motion for Stay Pending Ruling On Approval of Settlement (the “Joint Motion for Stay”), together with a [Proposed] Order. The Parties further agree that, as of the Execution Date, they will not seek or pursue any discovery in the case unless and until (1) the Court denies the discovery stay requested in the Joint Motion for Stay or (2) the Court lifts the discovery stay after granting the Joint Motion for Stay. If either (1) or (2) occurs, the Parties agree to grant reasonable extensions of time for discovery obligations that are pending as of the Execution Date. In the event the Court does not grant the Joint Motion to Approve after granting a stay, the Parties agree to grant reasonable extensions of time for

discovery obligations that were subject to the stay and will jointly propose an extension of time of the discovery cut-off and other case deadlines relating to Bobrick's claims (and Scranton Products' defenses) in the Action.

IV. DISMISSAL OF THE ACTION

A. Scranton Products' Payment of the Settlement Amount to Bobrick

24. Within five (5) business days after the Effective Date, Scranton Products will pay Bobrick the sum of US \$7.5 million (the "Settlement Amount"), in consideration of Bobrick's dismissal with prejudice of its claims in the Action, the Parties' continuing obligations under this Settlement Agreement, and the Mutual General Releases in Exhibit E.

25. Scranton Products will effect payment of the Settlement Amount by bank draft (as defined in 3-104(f)(i) of the Uniform Commercial Code – that is, not by cashier's check or teller's check) by personal delivery to Mark Louchheim, or sent by FedEx overnight delivery (with tracking) to Mark Louchheim at the address provided in the "Notices" section of this Settlement Agreement (Part IX.M).

B. Stipulated Dismissal of Bobrick's Claims With Prejudice

26. Simultaneously with the Parties' execution of this Settlement Agreement, the Parties' counsel will execute the Stipulation of Dismissal with Prejudice and [Proposed] Order, dismissing Bobrick's claims with prejudice, in the form attached hereto as **Exhibit B** (the "Stipulation of Dismissal").

27. Bobrick will file the Stipulation of Dismissal within two (2) business days after receipt by Bobrick of the bank draft for the Settlement Amount set forth and described in paragraphs 24 and 25.

28. If and only if Scranton Products has paid the Settlement Amount to Bobrick as set forth above, but Bobrick fails to file the Stipulation of Dismissal within the time set forth above in paragraph 27, then Scranton Products may file the Stipulation of Dismissal with the Court.

29. As set forth above and consistent with the terms of the Stipulation of Dismissal, the Parties agree that the Court will retain jurisdiction over this Settlement Agreement following the dismissal with prejudice of Bobrick's claims.

V. MUTUAL GENERAL RELEASES

30. Simultaneously with the execution of this Settlement Agreement, and as a material term to the Parties' agreement, the Parties will execute and exchange the Mutual General Releases in the form attached to this Settlement Agreement as Exhibit E (the "Releases"). The definitions and terms of the Settlement Agreement apply with equal force to the Releases and the definitions and terms of the Releases apply with equal force to the Settlement Agreement. The Parties agree that if for any reason the Releases are determined not to be enforceable – including because either Party prevails on a claim for fraud in the inducement – this entire Settlement

Agreement will be null and void, and its terms will not be enforceable against either Party.

VI. CERTIFICATION OF HECTOR DALTON

31. Scranton Products certifies that it has retained a manufacturing expert, Hector Dalton.

32. Within five (5) business days after the Effective Date, Scranton Products will provide Bobrick with a written statement by Mr. Dalton certifying that, in Mr. Dalton's opinion, Scranton Products currently can manufacture, under a quality control program that meets accepted industry standards, a product with the same chemical composition and fire resistance characteristics as the product that will be subjected to NFPA 286 testing as part of the Initial Product Certification discussed below.

33. If Scranton Products fails to provide Bobrick with the required written statement by Mr. Dalton, or if the written statement by Mr. Dalton fails to contain the required certification, then Scranton Products may not proceed to the Initial Product Certification stage unless and until it cures the deficiency. Mr. Dalton will continue to be retained by Scranton Products as a consultant throughout the Initial Product Certification phase discussed below.

VII. NFPA 286 TESTING AND CERTIFICATION

A. Initial Product Certification – NFPA 286 Testing

34. Within 120 calendar days after the Effective Date, Scranton Products will complete Initial Product Certification with Intertek Group (“Intertek”) for its “2017 Generation 1” HDPE toilet partitions as follows. “Initial Product Certification” means the steps set forth below in paragraphs 35 through 52. If Scranton Products fails for any reason to obtain Initial Product Certification within 120 calendar days after the Effective Date, Scranton Products will immediately (that is, as of the 121st calendar day after the Effective Date) cease to sell or offer for sale its “2017 Generation 1” HDPE toilet partitions as NFPA 286-compliant; provided, however, that if, once the project is initiated, Intertek states in writing that it may not be able to complete the necessary steps within 120 calendar days because of a project engineer’s workload or schedule, the Parties will confer to establish a reasonable alternative time frame based on Intertek’s input, with copies of all communications between Scranton Products and Intertek on this point to be provided to Bobrick.

35. Scranton Products will provide Bobrick with a complete copy of each executed proposal, contract, or agreement that Scranton Products or any Person acting on behalf of Scranton Products enters into with Intertek relating to the Initial Product Certification, within five (5) business days after each such proposal,

contract, or agreement is fully executed (or, in the case of a proposal, contract, or agreement that does not call for Scranton Products' countersignature, within five (5) business days after its acceptance by Scranton Products).

36. As the first of two parts of the Initial Product Certification, Intertek will perform a new NFPA 286 test using Scranton Products' "2017 Generation 1" HDPE toilet partition.

37. The "2017 Generation 1" HDPE partition material used in the Initial Product Certification NFPA 286 test will be selected by Intertek alone, in accordance with Intertek's standard certification procedures, and will include sufficient material that there will be at least 12-inches by 12-inches of untested and unburned material, to comply with paragraph 39 below.

38. The partition material selected and used for the Initial Product Certification NFPA 286 test will be available for inspection by Bobrick both before and immediately following the test and will be preserved by Scranton Products for five (5) years following the test.

39. Scranton Products will instruct Intertek in writing (and will provide a copy to Bobrick) to provide Bobrick with a 12-inch by 12-inch untested and unburned portion of one of the HDPE partitions selected by Intertek for each Initial Product Certification NFPA 286 test. Scranton Products will request that, if possible, Intertek provide the sample to Bobrick at least five (5) business days

before the test is conducted; however, Intertek's failure to provide this sample in advance of the test shall not be deemed a failure of a material term or a breach of this agreement or of any of Scranton Product's obligations. Bobrick will provide Scranton Products with a copy of the results of any chemical composition testing that Bobrick causes to be performed on the sample provided by Intertek. Either Party may provide the results of any such testing by Bobrick, with chemical composition information redacted, to any other Person for any reason, without consent by or notice to the other Party and without Court approval.

40. Scranton Products will provide HDPE panels as required by the Testing Protocol (defined in paragraph 42 below), cut by Scranton Products from the HDPE material selected by Intertek for testing. Intertek alone, in its independent judgment and without input from any Party regarding the relative placement of the partition sections, except as set forth in the Testing Protocol, will decide the relative placement of the partition sections on the testing chamber walls.

41. Intertek alone, in its independent judgment and without input from any Party regarding the Testing Protocol, except as set forth in the Testing Protocol, will construct the NFPA 286 testing chamber, mount the partition material to the testing chamber walls, and otherwise arrange all aspects of the test.

42. Scranton Products certifies that Intertek has agreed to conduct the Initial Product Certification NFPA 286 test in accordance with the Product

Evaluation Testing Protocol prepared by Intertek, and attached hereto as **Exhibit C** (the “Testing Protocol”), and the Parties agree that the Initial Product Certification NFPA 286 test will be conducted in accordance with that Testing Protocol without further input from either Party regarding any changes or alterations to the Testing Protocol between the time the Testing Protocol is finalized by Intertek and the time of the Initial Product Certification NFPA 286 test. The Parties intend that neither Party will communicate with Intertek in an attempt to alter or change the Testing Protocol after the Testing Protocol is finalized by Intertek.

43. After the Effective Date, either Party may provide the Testing Protocol to any Person for any reason, without consent by or notice to the other Party and without Court approval. Each Party acknowledges that it has reviewed, understands, accepts, and agrees to be bound by the Testing Protocol drafted by Intertek and attached hereto as Exhibit C for purposes of this Settlement Agreement with respect to the Initial Product Certification.

44. Neither Scranton Products’ agreement to proceed under the Testing Protocol, nor anything contained in the Testing Protocol, will be deemed a concession or admission by Scranton Products that any NFPA 286 tests previously conducted on behalf of Scranton Products using a different test methodology do not satisfy the requirements of NFPA 286.

45. If Intertek fails or refuses to conduct the Initial Product Certification NFPA 286 test in accordance with the Testing Protocol, then Scranton Products will be deemed not to have satisfied the Initial Product Certification requirement of this Settlement Agreement unless and until Intertek conducts an Initial Product Certification NFPA 286 test in accordance with the Testing Protocol.

46. Juan Flores of Intertek will be present for and will supervise the Initial Product Certification NFPA 286 testing. If Mr. Flores is unavailable or no longer works for Intertek at the time the Initial Product Certification testing takes place, Intertek may name a substitute employee with similar qualifications to be present for and to supervise the Initial Product Certification testing.

47. Alan Gettelman and William Fitch (and no other representative from Bobrick) will have the right to be present as representatives of Bobrick during the Initial Product Certification NFPA 286 testing under this Settlement Agreement. They will have the right to observe all aspects of the testing – including the arrangement and mounting of the test materials and the testing itself – and they will have the right to make suggestions to Intertek about the testing process, provided those suggestions are not inconsistent with the Testing Protocol. Mr. Gettelman and Mr. Fitch will also be permitted to observe other activities relating to the testing, including the construction of the testing chamber, the dismantling of the testing chamber, and the labeling of the tested materials for preservation (the

“Pre- and Post-Testing Stages”), provided that Intertek in its judgment and discretion agrees to Mr. Gettelman and Mr. Fitch being present. In the event that Intertek does not permit Mr. Gettelman and Mr. Fitch to be present for any of the Pre- and Post-Testing Stages, then Scranton Products will not have a representative present during those phases either. However, the representatives present may not interfere with or direct the testing or the reporting of the testing, whether before, during, or after the test. Bobrick may, at its discretion and at any time, name a replacement for Alan Gettelman and/or William Fitch for purposes of this paragraph, subject to Scranton Products’ consent, which consent will not be unreasonably withheld, and provided that the named replacement serves the same role as the replaced individual. Peter Nadan shall be an acceptable replacement for Mr. Gettelman, but with this sole exception, Bobrick shall not name a lawyer as a replacement. No outside counsel shall be present for either Party.

48. Any individuals representing Scranton Products, whether present during the Initial Product Certification NFPA 286 testing or otherwise, will have the right to make suggestions to Intertek about the testing process, provided those suggestions are not inconsistent with the Testing Protocol. However, they may not interfere with or direct the testing or the reporting of the testing, whether before, during, or after the test.

49. At the time of the Initial Product Certification NFPA 286 test, Intertek personnel will have the sole discretion to determine, in their independent judgment, whether or not to implement any suggestion made by either Party and the appropriate procedures to comply with NFPA 286 and Intertek's certification procedures, provided that Intertek conducts the test in accordance with the Testing Protocol. A Party's disagreement with any such judgment or decisions will not constitute a basis for Bobrick or Scranton Products to challenge the validity of the test, the test results, or the certification.

50. Intertek will issue a report of the Initial Product Certification NFPA 286 test results in accordance with its normal procedures, provided that the report will specify the product tested (for example by product name or model number) and will describe the actual HDPE material tested in accordance with Intertek's usual procedures; if Intertek does not include the "Chemical Composition" (meaning the percentages, including margin of variance, of: base material, flame retardant, and additives) in its test report, Scranton Products will separately provide that information to Bobrick at the same time it provides the test report. However, information concerning the chemical composition of the HDPE material tested will not be included in any copy or summary of test results made available to the public, including through Intertek's publication of Initial Product Certification results; nor will Bobrick use information concerning the chemical composition of

the HDPE material tested for any competitive purpose or disclose it to any Person, other than William Fitch (or his successor), Alan Gettelman (or his successor), or Bobrick's counsel, except as required by law or by court order.

51. Scranton Products will provide a complete and unredacted copy of the Intertek Initial Product Certification NFPA 286 test report to Bobrick within three (3) business days after Scranton Products receives the report from Intertek.

52. Bobrick may provide the summary results of the Initial Product Certification testing – i.e., the fact of whether the tested material satisfied or did not satisfy the criteria of NFPA 286, but no further information – to any other Person for any reason, without consent by or notice to the other Party and without Court approval. Additionally, Bobrick may provide the test report of the Initial Product Certification, including product name or model number, but with any Chemical Composition (and any other similar proprietary information identified by Scranton Products as such at the time it provides the test report to Bobrick) redacted, to any Person for any reason except as required by law or by court order, provided that, in accordance with law, neither Party may materially misrepresent the result of the test.

C. Initial Product Certification – Consequences of Failing NFPA 286 Test

53. Scranton Products certifies that the only HDPE toilet partition product it is selling, offering for sale, or shipping as NFPA 286-compliant as of the Execution Date is its “2017 Generation 1” HDPE toilet partition.

54. Prior to the Effective Date and during the 120-calendar-day period allowed by this Settlement Agreement for Initial Product Certification (or other such period as the Parties may subsequently agree in writing), Scranton Products may continue to sell its “2017 Generation 1” HDPE toilet partition, and Bobrick will not take legal or other action to prevent Scranton Products from offering for sale, selling, or shipping, or to hold Scranton Products liable for selling, offering for sale, or shipping, its “2017 Generation 1” HDPE toilet partition as a NFPA 286-compliant product.

55. If the “2017 Generation 1” HDPE toilet partition material does not pass the Initial Product Certification NFPA 286 test as reported by Intertek, Scranton Products will stop selling that product, offering that product for sale, and shipping that product within one (1) week of the date on which Scranton Products first receives the test report from Intertek.

56. If the “2017 Generation 1” HDPE toilet partition material does not pass the Initial Product Certification NFPA 286 test as reported by Intertek, Scranton Products further agrees that it will not attempt to re-introduce the “2017

Generation 1” HDPE toilet partition product to the market as compliant with NFPA 286 until (a) Scranton Products has provided Bobrick with two (2) months advance notice in writing of its intention to do so, (b) the “2017 Generation 1” HDPE toilet partition material has passed an NFPA 286 test conducted in accordance with all of the same terms and conditions set forth in paragraphs 35 through 52 above, including but not limited to the same Testing Protocol, and the right of Mr. Gettelman and Mr. Fitch to be present for the testing on behalf of Bobrick, and (c) Scranton Products has obtained a Product Labeling Certification for that product from Intertek as set forth below in paragraphs 60 through 67.

57. If the “2017 Generation 1” HDPE toilet partition material passes the Initial Product Certification NFPA 286 test, but Scranton Products fails to obtain from Intertek the Product Labeling Certification for that product (as described below in paragraph 60 through 67) within the 120-calendar-day period permitted for the completion of the Initial Product Certification, then Scranton Products will stop selling that product, or offering that product for sale, as of the expiration of the 120-calendar-day period from the Effective Date allowed by this Settlement Agreement for Initial Product Certification (or such other period as the Parties may subsequently agree in writing), and Scranton Products will not resume selling or offering that product for sale until Scranton Products has obtained the required Product Labeling Certification.

58. If and only if Scranton Products obtains from Intertek an Initial Product Certification (including both a passing NFPA 286 test as set forth above and a Product Labeling Certification as set forth below) for Scranton Products' "2017 Generation 1" HDPE toilet partition product, Bobrick will not be entitled to any ongoing rights with respect to future NFPA 286 testing of Scranton Products' HDPE toilet partitions, including those described in paragraph 35 through 52.

59. If and only if (a) Scranton Products' "2017 Generation 1" HDPE toilet partition product does not pass the Initial Product Certification NFPA 286 test conducted by Intertek and (b) Scranton Products decides to withdraw the "2017 Generation 1" HDPE toilet partition product from the market and replace it with a different NFPA 286 Product (the "Replacement NFPA 286 Product"), then, with respect to NFPA 286 testing of just the particular Replacement NFPA 286 Product described in this paragraph, Bobrick will continue to have all the same rights to participate in the planning, conduct, and reporting of that NFPA 286 testing as it has with respect to the Initial Product Certification NFPA 286 testing (as described in paragraphs 35 through 52) and the Replacement NFPA 286 Product will be treated like the "2017 Generation 1" product for purposes of paragraphs 55–58 if the contingency set forth in this paragraph occurs, and Bobrick will continue to have those rights until Scranton Products has obtained Initial Product Certification from Intertek for one HDPE toilet partition product, using the same Testing

Protocol, at which time Bobrick will no longer have such rights for any of Scranton Products' bathroom partitions.

D. Initial Product Certification – Product Labeling Certification

60. As part of the Initial Product Certification of its “2017 Generation 1” HDPE toilet partition material (or Replacement NFPA 286 Product, which will be treated the same as “2017 Generation 1” for purposes of these paragraphs 60–67 if the contingency set forth in paragraph 59 occurs), Scranton Products further agrees that it will obtain a Product Labeling Certification from Intertek, which the Parties acknowledge is an accredited provider of such certifications. “Product Labeling Certification” means the steps set forth in paragraphs 60 through 67 of this Settlement Agreement.

61. Scranton Products will undergo an inspection by Intertek of Scranton Products' quality control process for ensuring the NFPA 286 compliance of the “2017 Generation 1” HDPE toilet partitions being sold by Scranton Products as NFPA 286-compliant.

62. The Intertek quality control assessment will, except as required by Intertek's standard policies and procedures governing product labeling certifications, be limited to the process for ensuring consistency in the fire performance characteristics of Scranton Products' “2017 Generation 1” HDPE toilet partitions and will not assess or analyze other quality control aspects of

Scranton Products' manufacturing process, such as design features that do not affect fire performance.

63. Scranton Products will provide Bobrick with written notice of the summary results of the Intertek Product Labeling Certification quality control assessment – i.e., the fact that Intertek has or has not granted the required Product Labeling Certification, but not the detail – within three (3) business days after Intertek conveys its decision about the Product Labeling Certification to Scranton Products, provided that Scranton Products will provide said written notice to Bobrick by no later than the 121st calendar day after the Effective Date (or other such agreed-on date under paragraph 34).

64. Either Party may provide the summary results of the Intertek Product Labeling Certification quality control assessment – i.e., the fact that Intertek has or has not granted the required Product Labeling Certification, but not the detail – to any Person for any reason, without consent by or notice to the other Party and without Court approval.

65. In order to facilitate the settlement of the Parties' dispute, Bobrick will pay only the costs invoiced by Intertek for this initial Product Labeling Certification process for Scranton Products' "2017 Generation 1" HDPE toilet partitions, up to and not exceeding the amount of US \$100,000.

66. Scranton Products will provide a copy to Bobrick of the invoice prepared by Intertek for the initial Product Labeling Certification process. Scranton Products will pay Intertek's invoices, but Bobrick will remit reimbursement to Scranton Products for the amount of the invoice, up to \$100,000, within fifteen (15) calendar days of receiving it.

67. Bobrick will not pay any other costs incurred by Scranton Products in complying with the provisions of this Settlement Agreement, including but not limited to: (a) the costs of Scranton Products' Initial Product Certification NFPA 286 testing; (b) the costs of Scranton Products' continuing product labeling certification obligations for its "2017 Generation 1" HDPE toilet partition product during the remaining term of this Settlement Agreement after the Initial Product Certification process; or (c) the costs of any NFPA 286 testing or product labeling certifications for any new HDPE toilet partition products introduced to the market by Scranton Products after the Initial Product Certification process results in a grant of Product Labeling Certification or a final refusal of Product Labeling Certification for the "2017 Generation 1" HDPE toilet partition product by Intertek.

E. Maintenance of Product Labeling Certification for "2017 Generation 1" HDPE Toilet Partitions

68. Following the initial Product Labeling Certification, Scranton Products agrees to maintain that Product Labeling Certification for its "2017

Generation 1” HDPE toilet partition product (or Replacement NFPA 286 Product, which will be treated the same as “2017 Generation 1” for purposes of these paragraphs 68–73 if the contingency set forth in paragraph 59 occurs) for as long as Scranton Products continues to offer that product for sale in the marketplace as NFPA 286-compliant. The Parties agree that Scranton Products will maintain the Product Labeling Certification by means of annual renewals of that certification by Intertek.

69. As part of maintaining the Product Labeling Certification for its “2017 Generation 1” HDPE toilet partition product, Scranton Products will undergo unannounced inspections by Intertek in accordance with Intertek’s normal policies and procedures, provided that such inspections will occur at least once every four months for as long as Scranton Products continues to offer that product for sale in the marketplace as NFPA 286-compliant. The scope of the unannounced inspections by Intertek will be limited to the process for ensuring consistency in the fire performance characteristics of Scranton Products’ “2017 Generation 1” HDPE toilet partitions and will not assess or analyze other quality control aspects of Scranton Products’ manufacturing process, such as design features that do not affect fire performance.

70. Based on the unannounced Intertek inspections and on Intertek's normal policies and procedures relating to product labeling certifications, Intertek will annually either renew or decline to renew the Product Labeling Certification.

71. Scranton Products will provide Bobrick with written notification of the annual Intertek renewal or non-renewal of the Product Labeling Certification for the "2017 Generation 1" HDPE toilet partition product within three (3) business days after Scranton Products receives such renewal or non-renewal from Intertek.

72. Either Party may provide the summary results of the annual Intertek renewal or non-renewal of the Product Labeling Certification for the "2017 Generation 1" HDPE toilet partition product to any Person for any reason, without consent by or notice to the other Party and without Court approval.

73. If Intertek does not renew the Product Labeling Certification for the "2017 Generation 1" HDPE toilet partition product for any reason, Scranton Products (a) will stop selling that product, offering that product for sale, and shipping that product to fill existing orders within 30 calendar days after receiving written notice of Intertek's refusal to renew the Product Labeling Certification, and (b) following those 30 calendar days will not sell, offer for sale, or ship that product until it has (i) obtained from Intertek a new Product Labeling Certification for that product in accordance with the provisions of this Settlement Agreement

(paragraphs 60 through 62) and Intertek's normal policies and procedures and (ii) provided written notification of the new Product Labeling Certification to Bobrick.

F. Ten-Year Subsequent NFPA 286 Product Certification Obligation

74. "Subsequent NFPA 286 Product" means any toilet partition containing any amount of HDPE that is sold, offered for sale, or shipped by Scranton Products as NFPA 286-compliant after the Effective Date, other than: (a) Scranton Products' "2017 Generation 1" HDPE toilet partition product; and (b) any Replacement NFPA 286 Product, as defined in paragraph 59, above. Except as specifically set forth in paragraphs 75 through 79 below, Bobrick will have no rights with respect to any Subsequent NFPA 286 Product.

75. For a period of ten (10) years following the Effective Date, Scranton Products will not sell, offer for sale, or ship as NFPA 286-compliant any Subsequent NFPA 286 Product unless it has first obtained for that particular product from Intertek a "Subsequent NFPA 286 Production Certification," meaning both (a) an NFPA 286 compliance testing certification and (b) a product labeling certification.

76. The testing and certification for Subsequent NFPA 286 Products described in paragraph 75 above will be conducted by Intertek, in their independent judgment, in accordance with Intertek's then-standard protocol and

procedures for NFPA 286 testing and certification, and pursuant to the then-current NFPA 286 standard.

77. For a period of ten (10) years following the Effective Date, at the time that Scranton Products first offers any Subsequent NFPA 286 Product for sale, Scranton Products will provide Bobrick written notice of the same, together with (a) a copy of the Intertek product labeling certification for that Subsequent NFPA 286 Product and (b) a copy of the Intertek NFPA 286 test report(s) for that Subsequent NFPA 286 Product. If such test report(s) do not include a description of the test protocol, Scranton Products will provide the test protocol for the applicable test(s). Scranton Products will provide Bobrick with versions of these documents that specify the product tested (for example by product name or model number) but do not contain details of the chemical composition of the particular Subsequent NFPA 286 Product or any other similar proprietary information.

78. If after seeing a test protocol provided under paragraph 77, Bobrick has questions for Intertek and informs Scranton Products in writing (including by email) to one of the Scranton Products representatives in the Notices section below that Bobrick would like to speak with Intertek about the test protocol, Scranton Products will make a good faith effort to facilitate a phone call between the Intertek engineer and Alan Gettelman (or his successor) and William Fitch (or his successor), with Scott Van Winter or another designee from Scranton Products and

Scott Dillon or a designated replacement on behalf of Scranton Products participating on the call. Neither Party shall have its lawyer(s) participate on such a call.

79. Either Party may provide the Intertek product labeling certification for any Subsequent NFPA 286 Product or the Intertek NFPA 286 test report(s) (with all chemical composition and other similar proprietary information redacted) for any Subsequent NFPA 286 Product to any Person for any reason, without consent by or notice to the other Party and without Court approval, provided that, in accordance with law, neither Party may materially misrepresent the result of any such Intertek test report. In no circumstances may Bobrick provide information concerning the chemical composition of any Subsequent NFPA 286 Product to any Person except as required by law or by court order.

80. Bobrick will not be entitled to advance notice of Scranton Products' introduction of any Subsequent NFPA 286 Product to the market, but Scranton Products will provide Bobrick with the information set forth above in paragraph 77 at the same time that Scranton Products first offers any Subsequent NFPA 286 Product for sale to any Person in the marketplace.

G. Customer Letters

81. Beginning five (5) business days after the Effective Date, for each and every sale of non-NFPA 286-compliant HDPE toilet partitions (including, but not

limited to, Class A fire-rated HDPE toilet partitions, Class B fire-rated HDPE toilet partitions, and non-fire-rated HDPE toilet partitions), Scranton Products will send the entity that submits the purchase order to Scranton Products (the “purchaser”) (regardless of location, because Scranton Products is often not aware of the end user or ultimate locations of installation) a letter in the form of **Exhibit D** (the “Customer Letter”).

82. Scranton Products will send the Customer Letter along with its communication of the purchase order confirmation, in the same manner in which it usually communicates that information to that purchaser (in most cases the dealer) in the ordinary course of business (for example, by email, if that is Scranton Products’ usual method of communication with that purchaser, or by Federal Express, United Parcel Service, or U.S. mail if any of those is Scranton Products’ usual method of communication with that purchaser).

83. Scranton Products will retain records of its transmission of the Customer Letters for a period of ten (10) years after the Effective Date.

84. Scranton Products will permit an audit, at Bobrick’s request, but not more frequently than every six months, by an independent, mutually agreeable third-party auditor, to examine Scranton Products’ records of transmission and confirm that Scranton Products has, in fact, sent the required Customer Letters.

85. The audit of the Customer Letters will be performed at Bobrick's expense, provided that if the auditor determines in any particular audit that Scranton Products has not complied with its obligations with respect to sending or keeping records of the Customer Letters, Scranton Products will pay the cost of that particular audit, in addition (if applicable) to any liquidated damages awarded in accordance with the other provisions of this Settlement Agreement.

86. For each audit of the Customer Letters, Bobrick will receive the summary results of the audit – that is, (a) the fact of whether or not Scranton Products is in compliance with its obligations concerning the Customer Letters, and, (b) if the auditor determines that Scranton Products is not in compliance, the number of instances of non-compliance (i) in the aggregate and (ii) for each purchaser (without identifying any purchaser or end user by name); provided, however, that Bobrick will not receive the names or other identifying information concerning Scranton Products' purchasers or end users; the pricing information on any work order; or the content of any communication between Scranton Products and any of its purchasers.

87. After the Effective Date, either Party may provide the Customer Letter to any Person for any reason, without consent by or notice to the other Party and without Court approval.

88. Scranton Products may, at its discretion, modify the Customer Letter from time to time, but only (a) with the prior written agreement of Bobrick, which agreement will not unreasonably be withheld if the changes are non-substantive, or if the changes are substantive but reflect a change in the law or an alteration in the requirements of NFPA 286, or (b) by approval of the Court upon Scranton Products' motion after Bobrick has had notice sufficient to provide it with an opportunity to request to be heard by the Court.

89. Scranton Products will not include in its marketing materials, advertisements, bulletins, terms and conditions, sales acknowledgements, shipping confirmations, website, or any other document or communication related to the sale of non-NFPA 286 compliant HDPE toilet partitions anything contradicting the substance of the information in the Customer Letter.

VIII. BREACHES OF THIS AGREEMENT

A. Reasonable Opportunity to Cure

90. If a Party believes that the other Party has breached the Settlement Agreement, it must provide the other Party with written notice of the breach (consistent with paragraph 156 below) and a reasonable opportunity to cure the breach prior to seeking relief from the Court, which must be sought by filing an Enforcement Motion; provided, however, that no opportunity to cure a breach will

be afforded to a Party following that Party's third breach, within any twelve-month period, arising from the same or substantially similar acts or omissions.

91. Following the exhaustion of any reasonable cure period afforded under the preceding paragraph, the Party alleging breach may bring an Enforcement Motion, as defined in paragraph 104 below, to bring the matter before the Court for determination, pursuant to the process described in paragraphs 104–112 below. If the Court finds that there has been a breach of the Settlement Agreement, the breaching Party will pay the other Party liquidated damages as set forth in this Settlement Agreement. The Party determined to be in breach will also pay the other Party's reasonable attorneys' fees and costs incurred in enforcing the Settlement Agreement, in an amount determined by the Court.

92. The Parties agree that three months is a presumptively reasonable amount of time for curing a breach, but the Court may, in its discretion, determine that particular circumstances justify extending the reasonable time period permitted for curing any specific breach.

93. If a Party provides written notice of a breach under the Settlement Agreement, and the other Party attempts in good faith to cure the breach but fails to cure the breach, then, following a subsequent written notice by the non-breaching Party, the breaching Party will have another reasonable period of time to cure the breach; provided that under no circumstances will the consecutive notice

and cure periods for the same or substantially the same breach exceed twelve months.

94. For breaches that involve multiple acts, omissions, or instances, or that take place over an extended period of time, the Court is authorized to determine whether the conduct at issue constitutes a single breach or multiple breaches, both for purposes of implementing the cure provisions of this Settlement Agreement as well as for determining an appropriate award of liquidated damages as set forth below. The Court shall make this determination in connection with ruling on the Enforcement Motion.

B. Level 1 Breach

95. A “Level 1 Breach” is intended by the Parties to denote a serious violation of this Settlement Agreement that threatens to frustrate or undermine the core purposes of the agreement. Level 1 Breaches include, but are not limited to:

- a. Scranton Products selling, offering for sale, or shipping as NFPA 286-compliant any HDPE toilet partition for which it has not obtained a required product certification from Intertek, as required in this Settlement Agreement;
- b. Scranton Products systematically failing to send any or a majority of the Customer Letters for a period longer than one month (not including the time permitted for a reasonable opportunity to cure the breach following written notice by Bobrick);

c. Scranton Products systematically failing to send the Customer Letters to a particular purchaser for a period longer than six months (not including the time permitted for a reasonable opportunity to cure the breach following written notice by Bobrick);

d. Scranton Products failing to include in any CPG Asset Sale Agreement or SP Trade Name Sale Agreement the transfer of obligations language required under this Settlement Agreement by paragraphs 141 and 147, respectively;

e. Bobrick challenging the validity of the dismissal effected by the Stipulation of Dismissal, except that bringing a claim for fraudulent inducement that seeks rescission of the entire Settlement Agreement (including both the Settlement Amount and the Releases) shall not be deemed a Level 1 breach under this provision;

f. either Party initiating an action or proceeding against any of the other Party's releasees for the conduct included in the Released Claims; and

g. either Party engaging in conduct intended to undermine the purposes of this Settlement Agreement, such as, for example, (i) by attempting by improper means to influence the outcome of NFPA 286 testing by Intertek that is required hereunder, in order to bring about a passing or failing NFPA 286 test result, or (ii) by attempting by improper means to influence the product labeling certification

process by Intertek that is required hereunder, in order to bring about a certification or non-certification result.

C. Level 2 Breach

96. A “Level 2 Breach” is intended by the Parties to denote a violation of this Settlement Agreement that does not rise to the degree of a Level 1 Breach. Level 2 Breaches will include, but will not be limited to, (a) isolated instances of failure by Scranton Products to send the required Customer Letters or (b) isolated instances of a Party (for example a sales manager) making a material misrepresentation about a test result in violation of paragraph 52 or paragraph 79.

D. Other Breaches

97. If one Party alleges that the other Party has breached the Settlement Agreement, and the breach alleged is not specifically described in paragraph 95 or 96 of this Settlement Agreement, the Court is authorized to determine whether the alleged breach constitutes a Level 1 Breach or a Level 2 Breach by reference to the stated purposes of this Settlement Agreement and the examples given in paragraphs 95 and 96.

E. Liquidated Damages and Injunctive Relief

98. If, after consideration of an Enforcement Motion, the Court finds that a Party has committed a Level 1 Breach and has failed to cure the breach within a reasonable time after written notice as set forth above, the Court will enter an order requiring the breaching Party to pay the non-breaching Party liquidated damages in

an amount between US \$1 million and US \$2.5 million for each such breach, as determined by the Court.

99. The sole exceptions to the \$2.5 million limit otherwise applicable to Level 1 breaches shall be the following two specific categories of Level 1 breaches, which are subcategories of a breach of paragraph 138: (a) failing to include an Asset Sale Provision in a CPG Asset Sale Agreement, secured by the Escrow Amount (as those terms are defined below); and (b) failing to include a Trade Name Sale Provision in an SP Trade Name Sale Agreement (as those terms are defined below).

100. In determining the amount of liquidated damages to award between US \$1 million and US \$2.5 million for a Level 1 Breach, the Court may consider whether there was a good faith dispute as to whether there was a breach, or whether the breach was willful; provided, however, that in every instance of a Level 1 Breach, there will be a minimum liquidated damages award of US \$1 million and a maximum of US \$2.5 million.

101. The Parties agree that the Court may also, within its discretion and subject to controlling law and precedent, and upon the request of the non-breaching Party in connection with an Enforcement Motion, grant preliminary and permanent injunctive relief prohibiting a Party from committing or continuing a Level 1 Breach and/or requiring a Party to cure a Level 1 Breach.

102. Nothing in this Settlement Agreement obligates a Party to seek injunctive relief or liquidated damages hereunder.

103. If, after consideration of an Enforcement Motion, the Court finds that a Party has committed a Level 2 Breach and has failed to cure the breach within a reasonable time after written notice as set forth above, the Court will enter an order requiring the breaching Party to pay the non-breaching Party liquidated damages in an amount up to US \$50,000, as determined by the Court, for each such breach. The Court may, in addition, in its discretion, and following the request of the non-breaching Party in an Enforcement Motion, order the breaching Party to cure the Level 2 Breach.

F. Enforcement

104. If, after the written notice and reasonable opportunity to cure described in Subpart VIII.A, one Party believes that the other has failed to cure a breach of this Agreement and would like enforcement of any provisions of the Settlement Agreement, including but not limited to Paragraphs 50, 52, 63, 69, 71, 77, 78, 79, 80, 83, 84, 88, 89, 132, 133, 141, and 147, as set forth in Paragraphs 90 through 103 above, that Party must file a motion with the Court seeking relief for the breach in the form of liquidated damages, injunctive relief, or both (an “Enforcement Motion”), simultaneously serving the Enforcement Motion on the other Party in accordance with Rule 5 of the Federal Rules of Civil Procedure.

Form and Sequence of Moving Papers

105. An Enforcement Motion must concisely set forth, and may not include more than, (a) averments of fact in support of the moving party's claim of an uncured breach, set forth in numbered paragraphs, (b) identification of the specific provisions of the Settlement Agreement that the moving Party asserts have been breached, and (c) the relief requested by the moving Party. The moving Party may attach relevant documentary exhibits, affidavits, or unsworn declarations to an Enforcement Motion. No brief may be filed with an Enforcement Motion.

106. Within 28 calendar days after service of an Enforcement Motion, the non-moving Party must file and serve a Response to Enforcement Motion. The Response to Enforcement Motion must respond to the numbered paragraphs of the Enforcement Motion in accordance with Federal Rule of Civil Procedure 8(b). If the non-moving Party wishes to assert additional relevant facts beyond admitting or denying the averments of the Enforcement Motion, it may do so only by adding further, sequentially numbered paragraphs immediately following the text of the Response to Enforcement Motion under the heading of New Matter. A Party may attach relevant documentary exhibits, affidavits, or unsworn declarations to a Response to Enforcement Motion. No brief may be filed with a Response to Enforcement Motion. If the non-moving Party fails to file a timely Response to Enforcement Motion, the Court is empowered to grant the Enforcement Motion by

default and to award the requested relief to the extent authorized by this Settlement Agreement.

107. A Response to Enforcement Motion may not counter-move or otherwise request affirmative relief under this Settlement Agreement on behalf of the non-moving Party. Any request for affirmative relief by the non-moving Party must be set forth in a separate Enforcement Motion.

108. Within 14 calendar days after service of a Response to Enforcement Motion containing New Matter, the moving Party must file a Reply to New Matter. The Reply to New Matter must respond to the numbered paragraphs of the non-moving Party's New Matter in accordance with Federal Rule of Procedure 8(b). A Party may attach relevant documentary exhibits, affidavits, or unsworn declarations to a Reply to New Matter. No brief may be filed with a Reply to New Matter. Enforcement Motions, Responses to Enforcement Motions, New Matter, and Replies to New Matter are subject to and governed by the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Middle District of Pennsylvania, except as otherwise provided in this Settlement Agreement, by separate agreement of the parties (with any necessary Court approval), or by order of the Court.

Enforcement Motion Management Conference and Scheduling Order

109. After the moving papers are closed on an Enforcement Motion (either by the filing of a Response to Enforcement Motion that does not contain New Matter, or by the filing of a Reply to New Matter), either Party may, by a letter filed on the docket and served on the other Party, ask the Court to schedule an Enforcement Motion Management Conference as soon as practicable. The Enforcement Motion Management Conference may be conducted telephonically or in person at the Court's discretion.

110. No later than 21 calendar days before a scheduled Enforcement Motion Management Conference, the Parties will confer by telephone (the "Parties' Planning Conference") in a good-faith effort to agree upon a discovery and Enforcement Motion management plan to be proposed to the Court.

111. No later than seven (7) calendar days before a scheduled Enforcement Motion Management Conference, the Parties will file with the Court a proposed discovery and Enforcement Motion management plan setting forth the Parties' joint request (or, where the Parties cannot agree, the Parties' separate requests) relating to the fact discovery (both party and non-party) and expert opinion discovery needed to resolve the dispute at issue, the amount of time needed for completion of that discovery, the proposed scheduling of an Enforcement Motion Hearing and the time needed for that hearing.

112. As soon as practicable after the Enforcement Motion Management Conference, the Court will issue a Scheduling Order to govern further proceedings. Unless the Parties otherwise agree and the Court concurs at the time of the Enforcement Motion Management Conference, an Enforcement Motion Hearing will be scheduled in the first instance for any dispute at issue, although the Parties may subsequently agree to proceed by briefing and oral argument alone, without an evidentiary hearing, as set forth below. The Scheduling Order will also include the appointment of a master to adjudicate all discovery disputes, as set forth in more detail below. Once issued, the Scheduling Order may be amended, at the Court's discretion, only by written motion of a Party for good cause shown.

Discovery

113. Each Party has a right to take discovery, in any form permitted by the Federal Rules of Civil Procedure, that is (a) relevant to the dispute raised by an Enforcement Motion and (b) proportional to the dispute at issue and to the relief requested in that Enforcement Motion. For purposes of this provision, "relevant" and "proportional" have the same meanings as in Federal Rule of Civil Procedure 26(b)(1). A Party may not serve written discovery requests, deposition notices, or subpoenas until the Parties' Planning Conference has taken place.

114. Within 14 calendar days after the Parties' Planning Conference, each Party will serve an initial disclosure concerning the dispute at issue on the other Party in accordance with Federal Rule of Civil Procedure 26(a)(1).

115. In connection with any particular Enforcement Motion, a Party may serve no more than ten (10) written interrogatories and take no more than five (5) depositions of fact witnesses. These limitations may be decreased or increased by order of the Court for good cause shown or by written agreement of the Parties, provided that no change effected by written agreement of the Parties alone may interfere with the timetable set forth in the Scheduling Order. There shall be no presumptive limit on the number of requests for production of documents or things or on the number of requests for admissions that any Party may serve in connection with any particular Enforcement Motion. Except as modified in this paragraph, the provisions of the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Middle District of Pennsylvania governing limits on discovery will apply.

116. To avoid placing an unnecessary burden on the Court, the Parties agree to the appointment of a discovery master, in accordance with Federal Rule of Civil Procedure 53, for the limited purpose of promptly resolving any discovery disputes that may arise in connection with an Enforcement Motion, and the Court will appoint a discovery master (who shall not be a United States Magistrate

Judge) for this purpose. The appointment will be discussed at the Enforcement Motion Management Conference and will be made in the Scheduling Order. The discovery master will determine, in his or her discretion, the procedures to be used to raise and decide discovery disputes. A decision by the discovery master may not be appealed to the Court by either Party. The costs of the discovery master shall be borne equally by the Parties, and the discovery master's hourly rate shall be determined in advance by the Court.

117. Information produced in discovery or filed with the Court on an Enforcement Motion may be designated for protection, and such designations may be challenged, only in accordance with the Modified Stipulated Protective Order in the Action (Dkt. No. 60), which shall remain in full force and effect, except that each Party may, at the time of the Parties' Planning Conference, designate in writing up to five in-house officers or employees who shall be permitted to review all information, no matter how designated for protection, relating to that particular Enforcement Motion, including but not limited to: a complete copy of any Enforcement Motion, Response to Enforcement Motion (including any New Matter), or Reply to New Matter filed with the Court, together with any exhibits or attachments to any of those filings; information produced in discovery; information submitted to the Court or discovery master in writing (unless otherwise subject to a

claim of privilege or work-product protection); and information presented in evidence at the Enforcement Motion Hearing.

Proceeding Without Evidentiary Hearing

118. If and only if both Parties agree that an evidentiary hearing is not required for the proper adjudication of an Enforcement Motion and jointly so notify the Court by a letter filed on the docket, the Court will proceed to adjudicate the Enforcement Motion based on the Parties' pre-argument written submissions and in-person oral argument, all of which shall be on the public record.

119. If and when the Parties jointly notify the Court in writing that an evidentiary hearing is not required for the proper adjudication of an Enforcement Motion, the Parties will include in their filed letter (a) a request that the Court schedule a telephone conference to discuss a schedule for the Parties' written submissions and in-person oral argument and (b) a proposed schedule. The Parties will confer in good faith to agree upon a proposed schedule for the Court's consideration, but in the event the Parties cannot agree, their joint notification to the Court may include each Party's separate scheduling proposal.

Proceeding With Evidentiary Hearing

120. Unless both Parties agree that an evidentiary hearing is not required for the proper adjudication of an Enforcement Motion and jointly so notify the Court by a letter filed on the docket, the Court will proceed to adjudicate the

Enforcement Motion by holding an evidentiary hearing (the Enforcement Motion Hearing), which shall be held on the public record.

121. No later than seven (7) calendar days before the scheduled Enforcement Motion Hearing, each Party will file and serve on the other Party a Pre-Hearing Memorandum (including listings of the Party's intended witnesses and exhibits) substantially in the form required by Appendix B of the Local Rules of the United States District Court for the Middle District of Pennsylvania, except that the Parties are not to file or serve proposed findings of fact or conclusions of law before the Enforcement Motion Hearing.

122. In connection with the Enforcement Motion Hearing, the Court alone will act as the fact-finder, and will make all witness credibility determinations, based on direct examination and cross-examination of witnesses by the Parties' counsel, as well as on the Court's examination of witnesses in the Court's discretion. Each Party will be permitted to make an opening and closing argument to the Court, and the Court will determine the time permitted for opening and closing arguments. Each Party waives any right it may otherwise have to trial by jury of any issue to be decided in adjudicating an Enforcement Motion, and no jury will be empaneled in connection with an Enforcement Motion Hearing, including an advisory jury. The Enforcement Motion Hearing will otherwise be conducted in accordance with the Federal Rules of Civil Procedure, the Federal Rules of

Evidence, and the Local Rules of the United States District Court for the Middle District of Pennsylvania.

123. The Parties will make arrangements with the official court reporter(s) transcribing the Enforcement Motion Hearing to obtain the transcript of the notes of testimony on an expedited basis as soon as practicable after the conclusion of each day of the hearing. Except as otherwise provided in this Settlement Agreement, each Party is responsible for its own portion of the transcript costs.

124. Within 28 calendar days after the conclusion of an Enforcement Motion Hearing, each Party will file and serve on the other Party proposed findings of fact, proposed conclusions of law, and a proposed order. Proposed findings of fact must be supported by appropriate citations to the record in the Action or the record on the Enforcement Motion (including but not limited to the Enforcement Motion, Response to Enforcement Motion, New Matter, Reply to New Matter, the record of the Enforcement Motion Hearing, and any stipulations entered into by the Parties). Proposed conclusions of law must be supported by appropriate citations to legal authority.

125. Within 7 calendar days after the Parties' filing and service of their proposed findings of fact and conclusions of law, the moving Party will file and serve a brief in support of the Enforcement Motion; within 14 calendar days after service of the moving Party's brief, the non-moving Party will file and serve a brief

in opposition to the Enforcement Motion; and within 14 calendar days after service of the non-moving Party's brief, the moving Party may file and serve a reply brief in support of the Enforcement Motion. No surreply or other briefs may be filed except by leave of Court for good cause shown. All briefs will conform to the length and formatting requirements of the Local Rules of the United States District Court for the Middle District of Pennsylvania.

126. For purposes of computing deadlines for filing and serving proposed findings of fact and conclusions of law and post-hearing briefs, Rule 6 of the Federal Rules of Civil Procedure will apply.

127. After all briefing on the Enforcement Motion is concluded, the Court will issue and cause to be docketed findings of fact, conclusions of law, and an order resolving the Enforcement Motion. The Court's order resolving the Enforcement Motion will, if the Enforcement Motion is granted, include an award of liquidated damages and any appropriate injunctive relief.

128. If the Party that filed the Enforcement Motion is awarded any amount of damages or obtains any injunctive relief as a result of the Enforcement Motion, then, within 14 calendar days after the Court's order resolving the Enforcement Motion is docketed, that Party may file and serve an application for its reasonable attorneys' fees and costs incurred in enforcing the Settlement Agreement. In accordance with paragraph 91 of this Settlement Agreement, the Court will order

the Party found to be in breach of the Settlement Agreement to pay the prevailing Party's reasonable attorneys' fees and costs, in an amount determined by the Court, within 14 calendar days of the Court's order stating the amount to be paid.

129. The provisions of this Subpart VIII.F shall be the only means by which the Parties may seek to enforce their rights under Part VIII of this Agreement. Specifically, the Parties are not entitled to file lawsuits or seek relief in any other proceeding or forum to enforce their rights under Part VIII of this Agreement. Nor shall the Parties be entitled to a jury to consider and decide the arguments set forth in support of or in defense to the Enforcement Motion. All decisions and orders of the Court (including orders by the discovery master) arising out of this Settlement Agreement or any Enforcement Motion hereunder, including but not limited to any order compelling or denying requested discovery, any order granting or denying any Enforcement Motion in whole or in part, any order awarding or denying liquidated damages or injunctive relief, any order requiring a Party found to be in breach to pay the other Party's reasonable attorneys' fees and costs, and any order interpreting the terms of this Settlement Agreement or requiring specific performance thereof, shall be non-appealable, and the Parties hereby waive any and all rights to appeal any such decision or order.

IX. OTHER PROVISIONS

A. Changes to the NFPA 286 Standard

130. It is the intent of the Parties that current NFPA 286 standards apply to applicable requirements and obligations under this Settlement Agreement, and if the NFPA 286 standard is changed or updated in a manner relevant to the provisions of this Settlement Agreement relating to the method of conducting NFPA 286 tests, then the provisions of this Settlement Agreement will be interpreted, applied, and enforced consistent with the changed or updated NFPA 286 standard.

131. Nothing in this Settlement Agreement precludes any Party or any other Person from making any proposal to the NFPA (including but not limited to the NFPA's Standards Council or any technical committee or panel of the NFPA) or otherwise attempting to amend NFPA 286 in any way at any time, and no such proposal or attempt will be deemed to be a breach of or otherwise inconsistent with this Settlement Agreement.

B. Contingencies Involving Intertek

132. To the extent that Intertek (a) no longer exists or (b) no longer offers either NFPA 286 testing certifications or product labeling certifications, the Parties will make reasonable efforts to agree on a replacement entity to perform Intertek's functions under this Settlement Agreement. If the Parties are unable to agree after making reasonable efforts, the Parties (a) will jointly prepare a list of potential

replacement entities, on which list either Party may include up to three potential replacement entities; and (b) will jointly ask the Court to designate a replacement entity from among those on the Parties' joint list.

133. If Intertek is acquired by another company, and either Party reasonably believes that the acquisition will materially change the quality of the work performed by Intertek with respect to its functions under this Settlement Agreement, that Party may request that the Parties select a replacement entity as set forth above. If the Parties do not agree whether Intertek should be replaced in this contingency, the Court, in its discretion, after the Parties have had sufficient notice to have had the opportunity to request that the Court receive the Parties' respective positions either orally or in writing, will decide whether Intertek should be replaced. If the Court decides that Intertek should be replaced, the Parties will follow the procedure set forth in the preceding paragraph (that is, first making reasonable efforts to agree on a replacement entity, then preparing a joint list for selection by the Court in the event they cannot agree).

134. If Intertek is replaced by another entity as set forth above, or if Intertek is acquired by another company and the Parties agree or the Court decides that Intertek's successor may continue to perform Intertek's functions under this Settlement Agreement, then this Settlement Agreement will thereafter be interpreted to substitute the name of that replacement entity or successor for all

applicable instances of the word “Intertek” in this Settlement Agreement. All terms and conditions of this Settlement Agreement with respect to product testing and certification, including but not limited to the Testing Protocol, if applicable, will remain applicable and binding with respect to any work performed by Intertek’s successor concerning any HDPE toilet partition product that is subject to this Settlement Agreement.

135. No Party may use or rely upon its disagreement with a decision by the Court to replace or not to replace Intertek or Intertek’s successor with a different entity to carry out Intertek’s functions under this Settlement Agreement as a basis to challenge the result of any NFPA 286 testing or product labeling certification required under this Settlement Agreement.

C. Performance of Agreement

136. The Parties each agree to perform all acts and execute, deliver, lodge, and/or file all documents necessary to carry out the provisions of this Settlement Agreement.

D. Warranties of Authority and Nonassignment

137. Each Party warrants that it has full authority to enter into this Settlement Agreement, and to make the releases and covenants and incur the obligations set forth or referenced herein. Each Party further warrants that it has not assigned or transferred any claim or potential claim against any Bobrick

Released Parties or Scranton Products Released Parties (as defined in Exhibit E, Releases) to any other Person, and that it has obtained all necessary consents, approvals, authorizations and releases, or no other consents, approvals, authorizations, releases, or settlements are necessary from any other Person to release the Bobrick Released Parties or Scranton Products Released Parties (as defined in the Releases) from the claims released in the Releases.

E. Successors in Interest and Assigns

138. This Settlement Agreement, including all of the obligations and releases contained therein, will be binding upon and enforceable against, and will inure to the benefit of, each of the Parties hereto and each of their respective successors (including the purchaser in a sale of all or substantially all of Scranton Products' assets related to the sale of HDPE bathroom partitions, including a sale of a related trade name), assigns, affiliates (meaning current affiliates at the time enforcement of the Settlement Agreement is being sought), and any other Person otherwise bound by law. Scranton Products will ensure that its affiliates, including but not limited to CPG International LLC ("CPG"), and Vycom Corporation, abide by the terms of this Settlement Agreement.

F. Sale of All or Substantially All of CPG's Assets

139. If, after the Effective Date, CPG sells all or substantially all of its assets, then at the time of such sale, CPG shall place in an escrow account an

amount equal to \$10 million less \$1 million for each full calendar year that has elapsed since the Effective Date (the “Escrow Amount”). (For example, if the Effective Date occurs on September 1, 2017, and a CPG Asset Sale occurs on September 2, 2020, the Escrow Amount would be \$7 million.)

140. The sale by CPG of all or substantially all of its assets shall be referred to herein as a “CPG Asset Sale,” and the asset purchase agreement or other contract effecting the CPG Asset Sale shall be referred to herein as a “CPG Asset Sale Agreement.”

141. In the event a CPG Asset Sale occurs, CPG will include in the CPG Asset Sale Agreement a provision stating, in word or substance, the following:

Purchaser acknowledges that: (a) it has reviewed the terms of the Settlement Agreement in Civil Action No. 3:14-CV-00853 in the United States District Court for the Middle District of Pennsylvania (the “Settlement Agreement”); and (b) it agrees to be bound by all terms of the Settlement Agreement with respect to HDPE bathroom partitions. Notwithstanding the foregoing, Purchaser shall not be bound to any of the Settlement Agreement terms with respect to any brand name of HDPE bathroom partition currently utilized by Purchaser as of the date of execution of the Asset Purchase Agreement and not acquired in the Asset Purchase Agreement (the “Existing Lines Exception”). Purchaser also agrees that in the event it subsequently sells all or substantially all of the assets it acquires from CPG, Purchaser will include language in which the subsequent purchaser agrees to be bound to all of the terms of the Settlement Agreement subject to the Existing Lines Exception.

This provision shall be referred to herein as an “Asset Sale Provision.”

142. The purpose of the Escrow Amount is to ensure Scranton Products’ compliance with paragraph 141 of the Settlement Agreement in the event of a CPG

Asset Sale. The Escrow Amount is not for the purpose of ensuring the compliance of a purchaser in a CPG Asset Sale or in a subsequent asset sale with the terms of the CPG Asset Sale Agreement or a subsequent sale agreement.

143. The Escrow Amount shall be released from escrow and returned to CPG if CPG demonstrates compliance with paragraph 141 by providing Bobrick with excerpts of the executed CPG Asset Sale Agreement establishing that an Asset Sale Provision was included in the CPG Asset Sale Agreement. CPG shall provide these excerpts to Bobrick no later than 30 calendar days from the closing of a CPG Asset Sale; and Bobrick shall notify CPG in writing within 30 calendar days of receiving the excerpts whether Bobrick agrees that CPG has complied with its obligation under paragraph 141 to include an Asset Sale Provision, and if not, Bobrick shall specify the reasons why it believes the provision does not comply. If Bobrick either (i) agrees in writing that CPG has met its obligation to include an Asset Sale Provision or (ii) fails to respond in writing within 30 calendar days of receiving the excerpts, the Escrow Amount will be immediately released and Bobrick may not assert a breach of paragraph 141.

144. If the Escrow Amount has not been released one calendar year after the execution of a CPG Asset Sale Agreement, then the Escrow Amount shall be released at that time, unless within that one-calendar-year period Bobrick has filed a motion to enforce the settlement agreement, alleging a Level 1 breach of

paragraph 115 of the Settlement Agreement by failing to include an Asset Sale Provision in the CPG Asset Sale Agreement.

145. If Bobrick files a motion to enforce the Settlement Agreement for a Level 1 breach for the alleged failure to include an Asset Sale Provision in a CPG Asset Sale Agreement as discussed in the preceding paragraph, the Escrow Amount shall be released upon adjudication of that motion, if the motion is decided without a judgment in Bobrick's favor. If the motion results in a judgment in Bobrick's favor, the Escrow Amount shall be awarded to Bobrick as liquidated damages for this Level 1 breach of the Settlement Agreement.

G. Sale or Transfer of Certain Scranton Products Trade Names

146. A transaction in which Scranton Products sells, licenses, assigns, or transfers one or more of the trade names "Capitol," "Comtec," "Santana," "Scranton Products," "Sanatec," "Hiny Hiders," and "Eclipse" (and is not a CPG Asset Sale) shall be referred to herein as a "SP Trade Name Sale." The asset purchase agreement or other contract effecting the SP Trade Name Sale shall be referred to herein as a "SP Trade Name Sale Agreement."

147. In the event a SP Trade Name Sale occurs, Scranton Products will include in the SP Trade Name Sale Agreement a provision stating, in word or substance, the following (with the appropriate word being substituted for Purchaser, if applicable, e.g. Licensee or Assignee):

Purchaser acknowledges that: (a) it has reviewed the terms of the Settlement Agreement in Civil Action No. 3:14-CV-00853 in the United States District Court for the Middle District of Pennsylvania (the “Settlement Agree”); and (b) it agrees to be bound by all terms of the Settlement Agreement with respect to HDPE toilet partitions. Notwithstanding the foregoing, Purchaser shall not be bound to any of the Settlement Agreement terms with respect to any brand name of HDPE toilet partition currently utilized by Purchaser as of the date of execution of the Trade Name Sale Agreement and not acquired in the Trade Name Sale Agreement (the “Existing Lines Exception”). Purchaser also agrees that in the event it subsequently sells one or more of the trade names it acquires from Scranton Products, Purchaser will include language binding the subsequent purchaser to all of the terms of the Settlement Agreement subject to the Existing Lines Exception.

This provision shall be referred to herein as a “Trade Name Sale Provision.”

148. Scranton Products’ only obligation under this Part IX.G is to ensure that the Trade Name Sale Provision is included in any SP Trade Name Sale Agreement. Scranton Products has no obligation to ensure that the purchaser or other counterparty in a SP Trade Name Sale complies with the Trade Name Sale Provision. If the purchaser or other counterparty in a Trade Name Sale subsequently fails to comply with the Trade Name Sale Provision, that failure to comply shall not be deemed a breach of the Settlement Agreement by Scranton Products nor shall it be treated as evidence that Scranton Products failed to comply with its obligation in paragraph 147.

149. Scranton Products will provide to Bobrick excerpts of the SP Trade Name Sale Agreement, no later than 30 calendar days from the closing of a SP Trade Name Sale, establishing that Scranton Products has complied with its

obligation in paragraph 147. Bobrick shall notify Scranton Products in writing within 30 calendar days of receiving the excerpts whether Bobrick agrees that Scranton Products has complied with its obligation under paragraph 147 to include a Trade Name Sale Provision, and if not, Bobrick shall specify the reasons why it believes the provision does not comply. If Bobrick either (i) agrees in writing that a Trade Name Sale Provision appears in the SP Trade Name Sale Agreement or (ii) fails to respond in writing within 30 calendar days of receiving the excerpts, Bobrick may not assert a breach of paragraph 147.

150. A breach by Scranton Products of its obligations in paragraph 147 shall constitute a Level 1 Breach, and the liquidated damages for such a breach shall equal \$10 million less \$1 million for each full calendar year that elapsed between the Effective Date and the date of the SP Trade Name Sale.

H. Pennsylvania Law

151. This Settlement Agreement, and all claims arising out of or relating in any way to this Settlement Agreement, will be governed by and/or construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles or rules concerning conflicts or choice of law.

I. Entire Agreement/No Reliance On Representations

152. This Settlement Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement of the Parties relating to the

subject matters addressed herein and may not be amended or modified except by a writing signed by the Parties. The Parties are sophisticated parties represented by counsel of their choosing and have had a full opportunity to consult with counsel. In executing this Settlement Agreement, no Party is relying upon any promise, representation, or statement made orally or in any document or context other than the text of this Settlement Agreement itself.

J. No Construction Against Drafting Party

153. Each of the Parties has been fully and competently represented by counsel of its own choosing in the negotiation and drafting of this Settlement Agreement and its exhibits. Accordingly, the Parties agree that the rule of contract construction that calls for resolving ambiguities against the drafter will not apply to this Settlement Agreement. Each signatory to this Settlement Agreement acknowledges that he or she has read this entire Settlement Agreement in consultation with counsel and represents in good faith that he or she fully understands and agrees to the Settlement Agreement's terms and conditions on behalf of the relevant Party.

K. Headings

154. Section headings are for convenience only and are not intended to be part of the Agreement or constitute additional substantive terms of this Settlement Agreement.

L. Counterparts

155. The Parties may execute this Agreement in counterparts, each of which will be deemed an original copy. Signatures transmitted by facsimile or in electronic form (including in portable document format) are valid and binding.

M. Notices

156. All notices under this Settlement Agreement will be sent by email and by overnight courier (such as, but not limited to, Federal Express) for next-day delivery as follows:

If to Bobrick:

Mark Louchheim, President
Bobrick Washroom Equipment,
Inc. 6901 Tujunga Avenue
North Hollywood, CA 91605-6213
MLouchheim@Bobrick.com

Copy to:

Carl W. Hittinger, Esq.
Baker & Hostetler LLP
2929 Arch St., Cira Centre 12th Floor
Philadelphia, PA 19104
chittinger@bakerlaw.com

If to Scranton Products:

Scott Van Winter, President
Scranton Products Inc.
801 East Corey Street
Scranton, PA 18505
svanwinter@cpgint.com

Copy to:

Brad D. Brian, Esq.
Lisa J. Demsky, Esq.
Munger, Tolles & Olson LLP
350 South Grand Ave., 50th Floor
Los Angeles, CA 90071
Brad.brian@mto.com
Lisa.demsky@mto.com

157. A Party may from time to time alter the names and addresses of its own required recipients under this notice provision by providing the other Party written notice of the alteration in accordance with the preceding paragraph.

N. Incorporated Exhibits

158. The following exhibits are attached hereto and are hereby incorporated in and made part of, this Settlement Agreement:

Exhibit A – [Proposed] Order Regarding Approval of Settlement Agreement

Exhibit B – Stipulation of Dismissal With Prejudice and [Proposed] Order

Exhibit C – Testing Protocol

Exhibit D – Customer Letter

Exhibit E – Mutual General Releases

AGREED TO BY:




Mark Louchheim

President

Bobrick Washroom Equipment, Inc.

Dated: December 26, 2017



Jesse Singh
Chief Executive Officer
CPG International LLC and
Scranton Products Inc.

Dated: December 28, 2017



Scott Van Winter
President
Scranton Products Inc.

Dated: December 26, 2017

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BOBRICK WASHROOM
EQUIPMENT, INC.,

Plaintiff,

v.

SCRANTON PRODUCTS INC.,

Defendant.

Civil Action No. 3:14-CV-00853-RDM

Hon. Robert D. Mariani

**[PROPOSED] ORDER
APPROVING SETTLEMENT AGREEMENT AND MUTUAL GENERAL
RELEASE**

Upon the representation of the parties that they have settled their disputes in this action, upon consideration of the Settlement Agreement and Mutual General Release, including exhibits (the “Settlement Agreement”) between the parties that is attached hereto and of the entire record in this case, including the Joint Motion to Approve Settlement Agreement and Retain Jurisdiction to Enforce Settlement (“Joint Motion to Approve”), and after affording each party a full and fair opportunity to be heard regarding the Settlement Agreement, the Court approves the Settlement Agreement as follows:

1. The Settlement Agreement attached as Exhibit 1 to the parties’ Joint Motion to Approve is **APPROVED**.

2. Upon the filing of a stipulation of dismissal with prejudice in accordance with the terms of the Settlement Agreement, the Court will so order the dismissal of the action, in terms consistent with the draft order of dismissal attached to the Settlement Agreement as Exhibit B.
3. Following any dismissal of this action pursuant to the Settlement Agreement, and without affecting the finality of that judgment, the Court will retain jurisdiction for the limited purpose of enforcing the terms of this Settlement Agreement and adjudicating any disputes under or arising out of the Settlement Agreement, including but not limited to determining the consequences of, and imposing appropriate remedies for, any breach thereof.
4. In light of the terms and conditions set forth in the Settlement Agreement, Paragraph 16 of the Modified Stipulated Protective Order (Dkt. 60) is hereby AMENDED to read as follows:

Conclusion of Litigation.

Within sixty (60) calendar days after final judgment in this action, including the exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of the Protective Order (including every person who executed the Confidentiality Agreement in the form attached as Exhibit A), with the sole exception for outside counsel described later in this paragraph, shall be under an obligation to destroy or return to the producing party all materials and documents containing Confidential or Attorneys' Eyes Only information, and to certify to the producing party such destruction or return. The sole exception to this requirement is that outside counsel of record in the above captioned action for each party may retain one copy of all materials and documents containing Confidential or Attorneys' Eyes Only information

for a period of ten (10) years and sixty (60) calendar days from the date of dismissal pursuant to settlement. Further, outside counsel for any party shall be entitled to retain one copy of all court papers, trial transcripts, exhibits, and attorney work product provided that any such materials are maintained and protected in accordance with the terms of this Protective Order.

SO ORDERED.

DATED: _____, 201__

Hon. Robert D. Mariani
United States District Judge

Respectfully submitted,

FOR PLAINTIFF BOBRICK WASHROOM EQUIPMENT, INC.:

Carl W. Hittinger
BAKER & HOSTETLER LLP
2929 Arch St., Cira Centre 12th Floor
Philadelphia, PA 19104
Telephone: (215) 564-2898

December __, 2017

FOR DEFENDANT SCRANTON PRODUCTS INC.:

Brad D. Brian
Lisa J. Demsky
MUNGER, TOLLES & OLSON LLP
350 South Grand Ave., 50th Floor
Los Angeles, California 90071
Telephone: (213) 683-9280

December __, 2017

EXHIBIT B

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BOBRICK WASHROOM
EQUIPMENT, INC.,

Plaintiff,

v.

SCRANTON PRODUCTS INC.,

Defendant.

Civil Action No. 3:14-CV-00853-RDM
Hon. Robert D. Mariani

STIPULATION OF DISMISSAL WITH PREJUDICE

The parties, by and through their undersigned counsel, hereby stipulate that this action, Civil Action No. 3:14-cv-00853-RDM, shall be dismissed in its entirety and with prejudice, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). Each party is to bear its own attorneys' fees, costs, and expenses. The parties agree that, following the dismissal with prejudice, the Court will retain jurisdiction over this case, including the enforcement of the Settlement Agreement between the parties dated December ___, 2017, and the parties consent to such continued jurisdiction.

Respectfully submitted,

BAKER & HOSTETLER, LLP

Carl W. Hittinger (PA 30250)
Jeffrey W. Duffy (PA 81670)
M. Mitchell Oates (PA 315691)
Tyson Y. Herrold (PA 314262)
2929 Arch St.
Cira Centre 12th Floor
Philadelphia, PA 19104
215-564-2898 (t)
215-568-3439 (f)

Counsel for Bobrick Washroom Equipment, Inc.

MUNGER, TOLLES & OLSON LLP

ELLIOTT GREENLEAF, P.C.

Brad D. Brian (*pro hac vice*)
Lisa J. Demsky (*pro hac vice*)
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071-3426
(213) 683-9100 (t)
(213) 786-3702 (f)

John G. Dean (PA 76168)
Matthew G. Boyd (PA 207366)
201 Penn Avenue, Suite 202
Scranton , PA 18503
(570) 346-7569 (t)
(570) 969-2890 (f)

Counsel for Scranton Products Inc.

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BOBRICK WASHROOM
EQUIPMENT, INC.,

Plaintiff,

v.

SCRANTON PRODUCTS INC.,

Defendant.

Civil Action No. 3:14-CV-00853-RDM

Hon. Robert D. Mariani

[PROPOSED] ORDER OF DISMISSAL WITH PREJUDICE

AND NOW, this ____ day of _____, 201__, pursuant to the parties' Stipulation of Dismissal with Prejudice (Dkt. ____) and Federal Rule of Civil Procedure 41(a)(1)(A)(ii), it is hereby **ORDERED** that the above-captioned action is **DISMISSED WITH PREJUDICE** in its entirety, with each party to bear its own attorneys' fees, costs, and expenses.

Notwithstanding the dismissal of the action with prejudice, the Court shall **RETAIN** jurisdiction over this case, including the enforcement of the Settlement Agreement and Mutual General Release including exhibits (the "Settlement Agreement") between the Parties dated December ____, 2017.

SO ORDERED.

Hon. Robert D. Mariani
United States District Judge

EXHIBIT C



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PRODUCT EVALUATION

REPORT NUMBER: 103183755SAT-001
ORIGINAL ISSUE DATE: August 16, 2017
LAST REVISION DATE: Original

EVALUATION CENTER

Intertek Testing Services NA Inc.
16015 Shady Falls Road
Elmendorf, TX 78112
USA

RENDERED TO

Scranton Products
801 Corey Street
Scranton, PA 18505

PRODUCT EVALUATED

HDPE Partition Panels

EVALUATION PROPERTY

Test Plan for Evaluation to NFPA 286, *Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth*, 2015 Edition

This evaluation is being conducted solely for the above referenced project in accordance with the above referenced standards. Due to the variables that exist from project to project and the fact that each evaluation requires review of the most current existing data and information, this test plan shall not be used as precedent nor used for any other project or product.

This report is for the exclusive use of Intertek's Client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this report. Only the Client is authorized to copy or distribute this report and then only in its entirety. Any use of the Intertek name or one of its marks for any purpose of the tested material, product or service must first be approved in writing by Intertek. The observations, test plans and test results in this report are relevant only to the sample tested. This report by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 2 of 36

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1 Table of Contents

1	Table of Contents	2
2	Introduction	3
3	Product and Assembly Description	3
3.1.	Product and/or Assembly Description:	3
3.2.	Product and/or Assembly Traceability:	3
3.3.	Product and/or Assembly Certification:	3
4	Reference Documents	4
5	Evaluation Method	4
6	Conclusion	6
7	APPENDIX	7
8	LAST PAGE & REVISION SUMMARY	36



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017

Page 3 of 36

Valued Quality. Delivered.

2 Introduction

Intertek Testing Services NA Inc. (Intertek) is conducting an evaluation for Scranton Products, on High Density Polyethylene (HDPE) Partition Panels. The purpose of this evaluation is to develop a test plan for performance testing to NFPA 286, *Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth*, 2015 Edition. The intent is to use the proposed testing in support of obtaining Intertek Certification.

3 Product and Assembly Description

3.1. Product and/or Assembly Description:

The product under consideration is a solid, nominal 1-in. thick, extruded High Density Polyethylene (HDPE), panel with proprietary fire retardant additive. The panels are used in various Scranton Products bathroom partition systems.

Scranton Products has indicated that the panels currently use a single base formulation. However, the panels are available in different colors.

3.2. Product and/or Assembly Traceability:

In order to be eligible for Intertek Certification, the tested panels shall be traceable samples, selected by Intertek from Intertek-witnessed production. An Intertek representative will need to witness representative production at the manufacturing facility in Scranton, PA, and select samples from the witnessed production. Each sample shall be permanently marked by the Intertek representative with the inspector's initials, sampling date, and project number. Intertek will verify these markings upon receipt of the materials.

3.3. Product and/or Assembly Certification:

In order to be eligible for Intertek Certification, the traceable material shall meet the specified performance requirements, and the manufacturer shall be enrolled in Intertek's Certification and Follow-up Inspection Program. The production methods and controls will be documented based on the witnessed production. This will be the basis for developing Intertek's Factory Audit Manual (FAM). The FAM is used by Intertek's regional inspector to verify continued compliance with the established material/product specifications, production methods, and controls.

Authorities Having Jurisdiction (AHJ) should be consulted in all cases as to the particular requirements covering the installation and use of Intertek certified products, equipment, systems, devices and materials. The AHJ should be consulted before construction. Fire resistance assemblies and products are developed by the design submitter and have been investigated by Intertek for compliance with specific requirements. The published information (product and design listings) cannot always address every construction nuance encountered in the field. When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the test standard referenced for each Intertek certified product. The test standard includes specifics concerning alternate materials and alternate methods of construction. Only products which bear Intertek's Mark are considered as certified. The appearance of a company's name or product in Intertek Directory of Listed Building Products does not in itself assure that products so identified have been manufactured under Intertek's Follow-Up Service. Only those products bearing the Intertek Mark should be considered to be Listed and covered under Intertek's Follow-Up Service. Always verify the Mark on the product before using it.

Scranton Products
103183755SAT-001Issue Date: August 16, 2017
Page 4 of 36

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4 Reference Documents

As part of this evaluation, Intertek has directly or indirectly used the following referenced documents:

- 2015 International Building Code
- NFPA 286, *Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth*, 2015 Edition

5 Evaluation Method

Intertek Testing Services NA Inc. (Intertek) is conducting an evaluation for Scranton Products, on HDPE Partition Panels. The purpose of this evaluation is to develop a test plan for performance testing to NFPA 286, *Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth*, 2015 Edition. The intent is to use the proposed testing in support of obtaining Intertek Certification.

Scranton Products wishes to test and certify their HDPE Partition Panels, as an interior wall finish material based on testing to NFPA 286. The desired listed performance requirements are as follows:

- During the 40 kW exposure, flames shall not spread to the ceiling.
- The flame shall not spread to the outer extremity of the sample on any wall or ceiling.
- Flashover, as defined in NFPA 286, shall not occur.
- The peak heat release rate throughout the test shall not exceed 800 kW.
- The total smoke released throughout the test shall not exceed 1,000 m³.

The NFPA 286 standard describes a method for determining the contribution of interior finish materials to room fire growth during specified fire exposure conditions. The test method is intended to evaluate the flammability characteristics of wall and ceiling interior finishes, where such materials constitute the exposed interior surfaces of buildings. This is indicated in Section 1.1 and Subsection 1.1.1 of the standard.

The test method includes provisions for testing the interior finish materials on walls only, on the walls and ceilings, or on ceilings only. In this case, the material is installed vertically only and is not intended to be installed on the ceiling. Therefore, the proposed test plan will only require testing as a wall interior finish material.

NFPA 286 does not have direct provisions for testing of bathroom partitions. As such, the approach will be to evaluate the performance of the HDPE Partition Panels as a wall interior finish material.

The test method requires testing of the material mounted on the two 12-ft long side walls and the 8-ft long back wall. The test method also requires the material to cover the entire wall area of those walls. The material is not mounted on the wall containing the door opening as specified in the standard.

The base wall assembly on which the panel material is mounted shall comply with the provisions of Section 4.2.4. These provisions include metal stud framed construction with an interior surface of Type X gypsum board per ASTM C1396, and of minimum 12 mm (0.5 in) nominal thickness. Intertek considers this to be an acceptable and representative base wall construction.

Scranton Products also provided Intertek with an installation instruction document (see Appendix). This document shows that the panels are mechanically fastened along the vertical edges using various hardware components and with a maximum spacing of approximately 2 ft. on center. Intertek will require that the panels be mechanically fastened to the base wall in a representative manner. Intertek will also require testing of the darkest available color and in the full standard product width.



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 5 of 36

Valued Quality. Delivered.

Scranton Products provided Intertek with a proposed test layout as shown in Figure 1 below. Intertek has reviewed the proposed layout against the provisions in NFPA 286 and the provisions in the manufacturer's installation instructions. Intertek agrees with the proposed test configuration but will add that the base wall stud spacing shall be maximum 16-in. on center and that the Type X gypsum wall board shall be nominal 5/8-in. rather than the minimum 1/2-in. as specified in the standard.

Intertek considers that the specimen mounting should be such that the panels generally remain in place during the test. Intertek will review the test results prior to granting Certification and reserves the right to require additional testing for Certification purposes should Intertek determine that the proposed mounting method resulted in a test exposure of the test panels not consistent with the intent of NFPA 286.

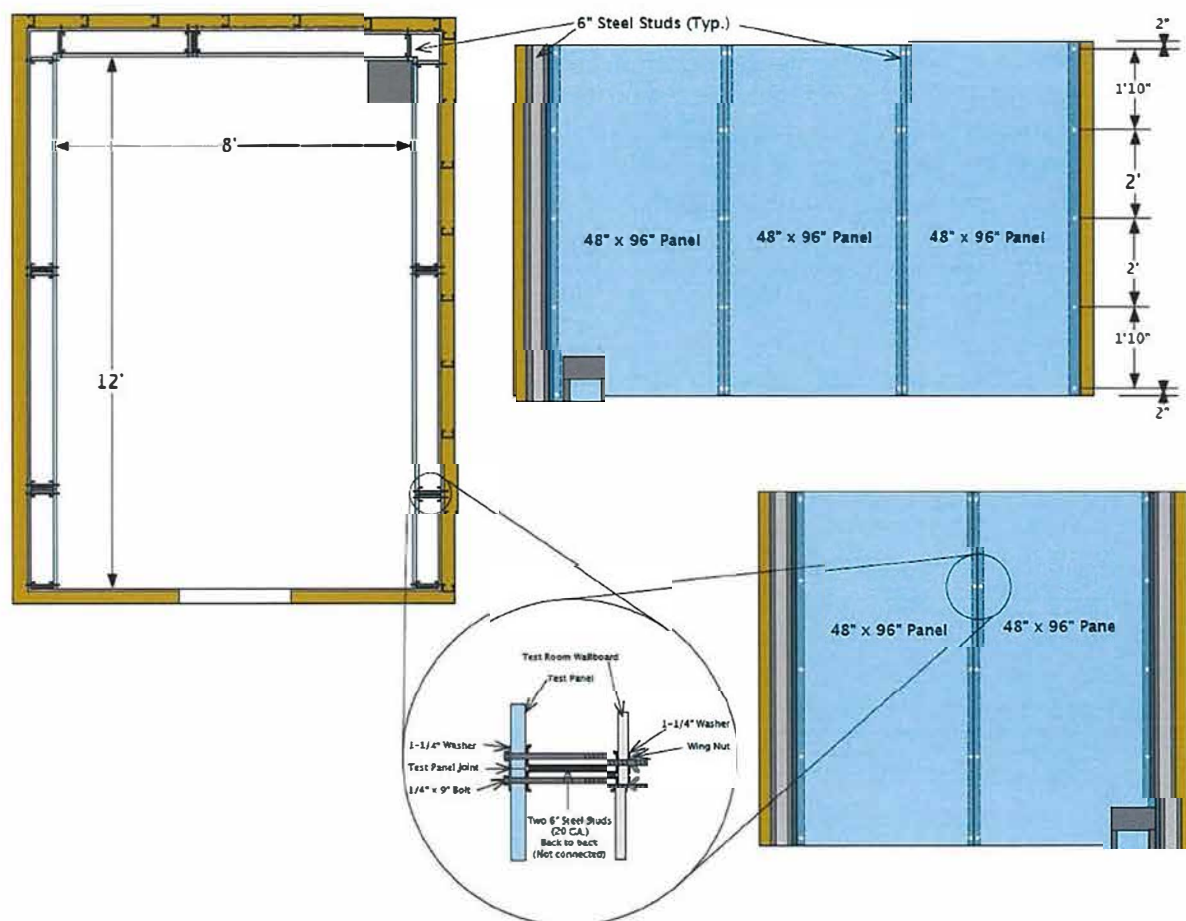


Figure 1. Proposed Test Configuration Provided by Scranton Products



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 6 of 36

Valued Quality. Delivered.

6 Conclusion

Intertek Testing Services NA Inc. (Intertek) conducted an evaluation for Scranton Products, on HDPE Partition Panels. The purpose of this evaluation was to develop a test plan for performance testing to NFPA 286, *Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth*, 2015 Edition. The intent was to use the proposed testing in support of obtaining Intertek Certification.

Based on the information contained and referenced herein, it is Intertek's professional judgment that the following is true:

- The test configuration and mounting methods as described in Section 5 and depicted in Figure 1 are acceptable for the purpose of obtaining Intertek Certification pending review of the test results and Intertek's determination of representative test exposure of the HDPE Partition Panels.
- The test specimens shall be traceable samples, selected from Intertek-Witnessed production as described in Section 3.2, in order to be eligible for Intertek Certification.
- The HDPE Partition Panels will be eligible for Intertek Certification pending successful test results as described herein and compliance with Intertek's Certification and Follow-up Inspection Program requirements.

INTERTEK TESTING SERVICES NA INC.

Reported by:

A handwritten signature in blue ink, appearing to read "Juan Manuel Flores".

Juan Manuel Flores, P.E.
Senior Staff Engineer, Building and Construction

Reviewed by:

A handwritten signature in blue ink, appearing to read "Barry L. Badders".

Barry L. Badders, M.S., P.E.
Chief Engineer, Building and Construction



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017

Page 7 of 36

Valued Quality. Delivered.

7 APPENDIX

Scranton Products Installation Instructions

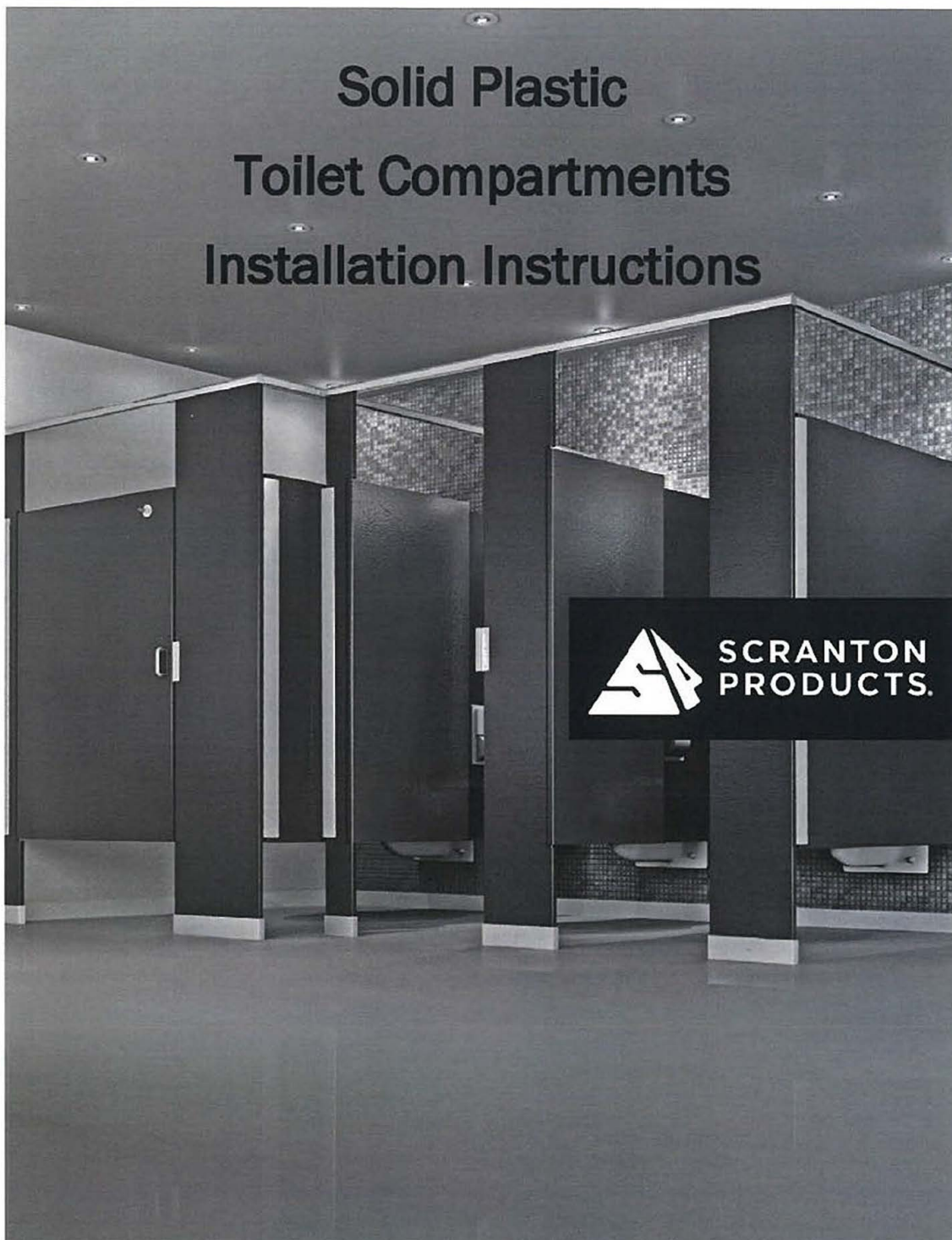


Scranton Products
103183755SAT-001

Issue Date: August 16, 2017

Page 8 of 36

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Scranton Products
103183755SAT-001

Issue Date: August 16, 2017

Page 9 of 36

Valued Quality. Delivered.

Table of Contents

Please note, some hardware is not covered in this booklet. Any hardware not in this booklet will have its own separate installation instructions included with it, do not disregard these you will need them to install.

Section 1	Site Preparation	3
Section 2	Fasteners	4
Section 3	Understanding Your Drawings	5
Section 4	General Layout Info./Mounting Types	6
Section 5	Brackets	11
Section 6	Headrail	15
Section 7	Crossbracing for Ceiling Hung	17
Section 8	76" Stiffener ...	18
Section 9	Hinges	19
Section 10	Coat Hook & Bumpers	22
Section 11	Vanity	23
Section 12	Locker Bench	26
Section 13	Terrazzo Base / Shower Cube	27
	Care & Maintenance	28



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 10 of 36

Valued Quality. Delivered.

Section 1: Site Preparation

Thank you for purchasing our product, your business is greatly appreciated. If you have any questions, comments, or problems with the product you have received please contact the factory. Your feedback on our product and performance is welcome and needed in order for us to continue providing you with a quality product.

Contact Us

Toll free: (800)-445-5148
Fax: (800)-551-6993

Site Preparation

Pre-Check

Check the materials completely as soon as possible. Check against the pick ticket and layout drawings. If you are missing parts or have received damaged product, contact your dealer.

Storage

Lay the material flat, do not lean against a wall or stack unevenly. Leave all protective masking on until installation is complete. Then carefully cut around the hardware and remove masking.

Tools Needed

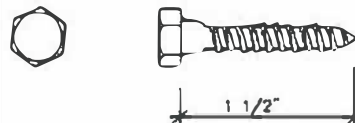
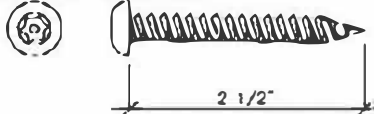
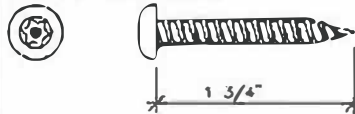
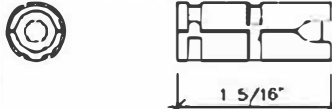
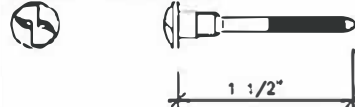
- Chalk line
- Tape Measure
- Screwdrivers (Phillips & Flat head)
- Adjustable Wrench
- Level
- Jigsaw (or Hacksaw)
- Power Drill with/
 - 5/16" Masonry bit
 - 3/32", 5/32", & 1/4" Metal bits.
 - T27 torx bit (supplied by Scranton Products)
- 14" x 14" spacer block to rest doors and panels on for easier installation.
- Factory provided drawings.

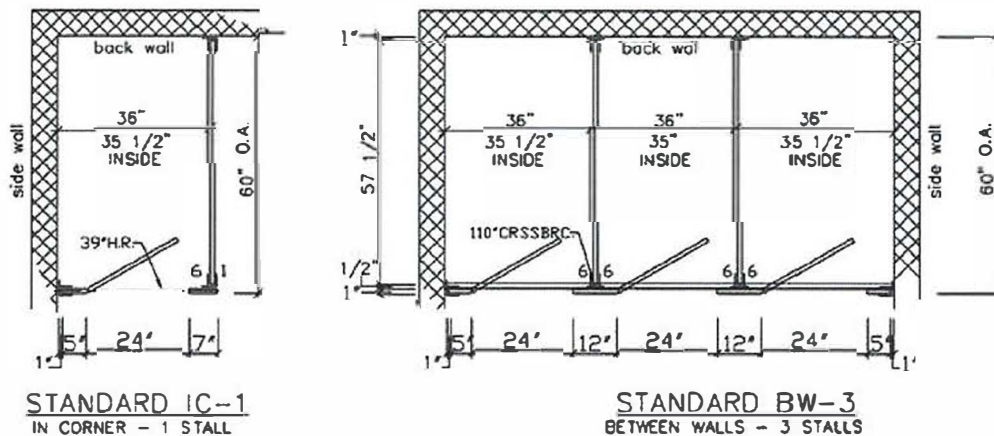
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103183755SAT-001

Issue Date: August 16, 2017

Page 11 of 36

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Section 2: Fasteners1 1/2" STAINLESS STEEL #14 TORX HEAD SCREW**ITEM # - HF15THS**5/16" LAGBOLT**ITEM # - HFLAGS**2 1/2" STAINLESS STEEL #14 TORX HEAD SCREW**ITEM # - HF25THS**1 3/4" ZINC PLATED STEEL #14 SCREW**ITEM # - HF175THS**PLASTIC ANCHOR**ITEM # - HFPA**2" STAINLESS STEEL #20 PHILLIPS HEAD MACHINE SCREW**ITEM # - HF2PHFS**3/4" STAINLESS STEEL TORX HEAD #14 SCREW**ITEM # - HF75THS**2" STAINLESS STEEL #20 PHILLIPS HEAD MACHINE SCREW**ITEM # - HF2PHRS**10 #4 X 1.11" LENGTH, TORX HEAD THRU-BOLT.**ITEM # - HF718SBF (FEMALE)**1 5/16" X 1/2" dia. LEAD EXPANSION SHIELD**ITEM # - HFESL**10 #4 X .85" LENGTH, TORX HEAD THRU-BOLT.**ITEM # - HF843SBM (MALE)**1 1/2" STAINLESS STEEL ONE-WAY #10 MALE MACHINE BOLT**ITEM # - HF15MBS**5/8" STAINLESS STEEL #10 ONE-WAY SCREW**ITEM # - HF625OWS**1" STAINLESS STEEL #8 HINGE SCREW**ITEM # - HF1HSS**

Section 3: Understanding Your Shop Drawings**Reading Shop Drawing Abbreviations**

60" O.A. stands for the overall dimension from the back wall to the front face of the pilasters. When the overall is shown as 60" your panel will be 57 1/2" long. To achieve your 60" overall you will set the gap at the back wall to 1" and the gap at the pilaster to panel connection to 1/2" add in the 1" thick pilaster you get 60" overall.

39" H.R. as shown on the IC-1 stall stands for head rail. This is supplied for our floor mounted over head braced system only. All of the head rail will be oversized by the factory 2" to allow for any variance that may occur in the field. The installer must field trim to proper size.

110" CRSSBRC as shown on the BW-3 shall stands for Cross brace. This is supplied for our ceiling hung system only. All of the cross brace will be oversized by the factory 2" to allow for any variance that may occur in the field. The installer must field trim to proper size.

Understanding Shop Drawing Dimensions

Stall Widths When shown in an application with one wall and one panel the 36" dimension is from the face of the wall to the center of the 1" thick panel, thus giving you 35 1/2" on the inside of the stall. When used between two panels the 36" dim is from the center line of panel to center line of panel which would leave you 35" inside the stall.

Pilaster Splits When a pilaster split is shown it is the distance the panel is spaced on the pilaster from side to side. When shown as a 8/8 split on a 12" pilaster the panel will be dead center on the pilaster. Because it is 6" to center of the 1" thick panel from the edge of the pilaster you will have only 5 1/2" of the pilaster showing on the inside of the stalls.



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 13 of 36

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Section 4: General Layout Information

Step 1. Center Line Dimensions

To locate the centerline of the pilasters, measure from the back wall out to the overall dimension of the stall depth on your shop drawings (in EXP. A 60") then subtract 1/2" (in EXP. A 59 1/2" C/L.). Draw a line at this mark parallel to the back wall and a mark up the side wall 70", this will give you the center line of your shoes & bracket connections.

Step 2. Side Wall Brackets

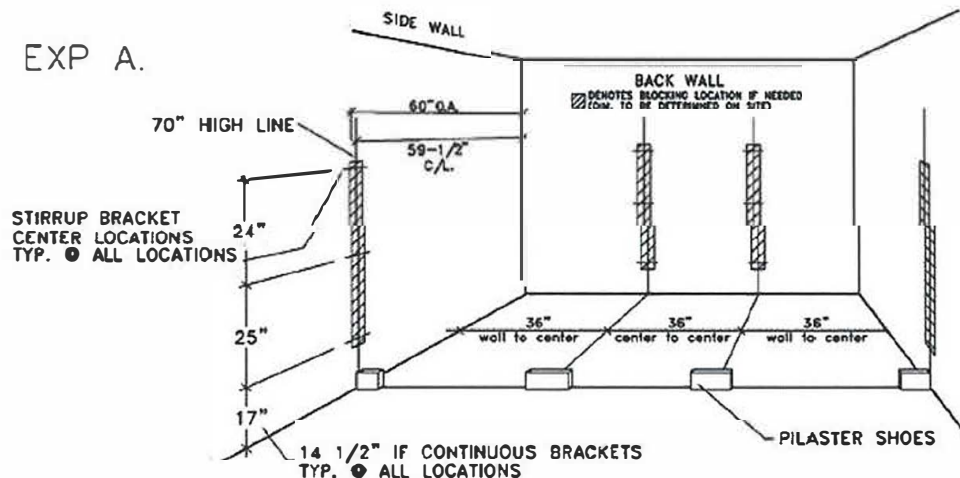
At the 70" line you will have now drawn up the side wall(s), measure from the floor up 14 1/2" for continuous brackets (14 1/2" is to the bottom of the bracket), or if you are using stirup brackets measure up from the floor 17" for the first bracket, 42" for the second bracket, and 66" for the third bracket, these are for the center of the brackets, not the bottoms. Once you have your locations, hold the brackets to the wall and mark the spots of the pre-drilled holes on the brackets to the wall. Drill a 5/16" hole and insert a plastic anchor at all of the marks, replace the bracket and secure it to the wall with the 1 1/2" torx head screws. (See EXP. B next page)

Step 3. Back Wall Brackets

Using your shop drawings get the stall width dimensions and measure across the back wall to get the center lines of your brackets (in EXP. A it would be 36"). Measure up the wall your 70" line and mark your bracket locations and mount them.

Please Note: An optional metal strip may be attached to the edge of the panels and doors. This must be installed on the bottom.

Note: All dimensions are for illustration purposes only. See your drawings for actual dimensions.





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103183755SAT-001

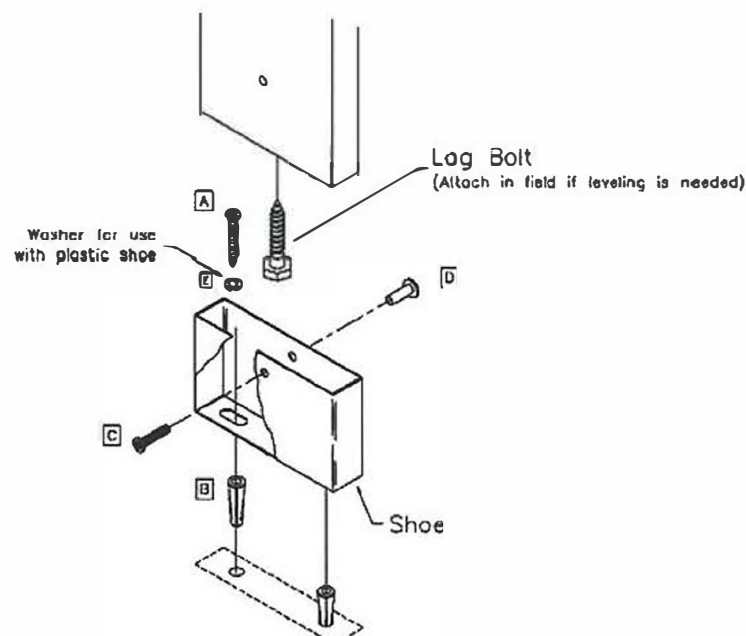
Issue Date: August 16, 2017
Page 14 of 36

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Section 4: Pilaster to Floor Attachment

Locate the centerline of the front pilasters. Measure from the back wall to the front of the pilasters. This dimension is the "Over All" dimension, noted on the shop drawings as (O.A.). Subtract 1/2" from this dimension and draw a line on the floor parallel from the back wall.

Leaving the indicated space (per the drawings) between the wall and the edge of the pilaster. Hold the pilaster in place as noted on the drawings and mark the floor around the bottom of the pilaster. This mark will indicate the location of the first shoe. Set shoe on mark and mark the shoe hole locations. Remove shoe. Drill 5/16" holes and insert the plastic anchors. Replace the shoe and secure with the (1/4" washer if needed) 1 1/2" torx screws. Continue to follow the drawings for the location of the remaining shoes.



Fasteners (3" to 24")

Qty	Item #	Description
2	A HF15THS	1 1/2" Torx Head Screw
2	B HFPA	Plastic Anchor
1	C HF843SBM	10/24 x .830" Male Sex Bolt
1	D HF718SBF	10/24 x .830" Female Sex Bolt
2	E HF26FWS	1/4" Flat SVSt Washer
*1	HF75THS	3/4" Torx Head Screw

*Fastener used for headrail. See headrail instructions.



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103183755SAT-001

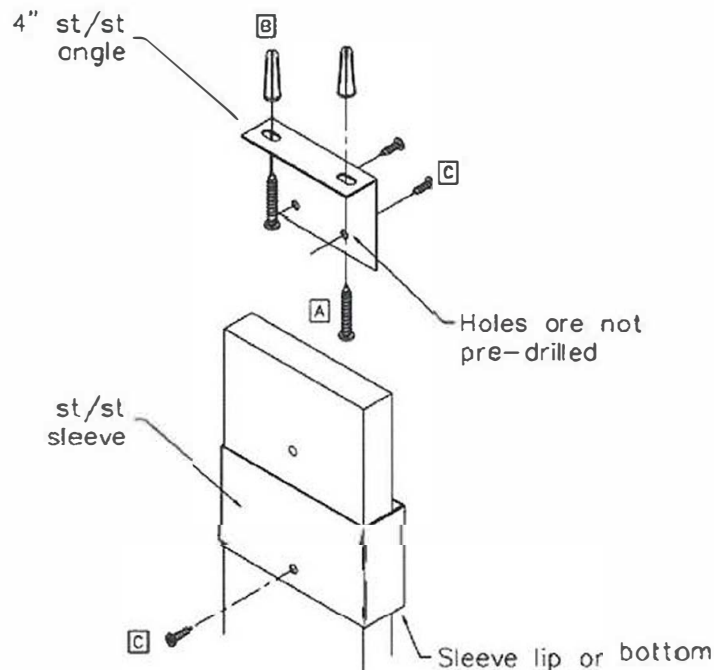
Issue Date: August 16, 2017
Page 15 of 36

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Section 4: Floor & Ceiling Attachment for Floor to Ceiling

Locate the centerline of the front pilasters. Measure from the back wall to the front of the pilasters. This dimension is the "Over All" dimension, noted on the shop drawings as (O.A.). Subtract 1/2" from this dimension and draw a line on the floor/ceiling parallel from the back wall.

Hold the pilaster in place as noted on the drawings, and place the st/st angle behind the pilaster. (Note: 4" to 9" pilasters receive 1 angle which is centered on the pilaster, 10" to 24" pilasters receive two brackets which must be placed approximately 1" from the sides). Keeping the st/st angle in place remove the pilaster and fasten to the ceiling using the 1 1/2" screws. Now slide the sleeve onto the top of the pilaster with the lip of the sleeve on the bottom backside of the pilaster (do not fasten at this time). Drill two 1/4" holes into the angle. Drill a 5/32" pilot hole 1/2" into the pilaster and secure with 3/4" torx screw. Slide the sleeve back up to the ceiling and drill at 5/32" pilot hole 1/2" into the pilaster and secure with a 3/4" torx screw.



Fasteners (4" to 9")

Qty	Item #	Description
2	A HF15THS	1 1/2" Torx Head Screw
2	B HFPA	Plastic Anchor
3	C HF75THS	3/4" Torx Head Screw

Fasteners (10" to 24")

Qty	Item #	Description
4	A HF15THS	1 1/2" Torx Head Screw
4	B HFPA	Plastic Anchor
5	C HF75THS	3/4" Torx Head Screw



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 16 of 36

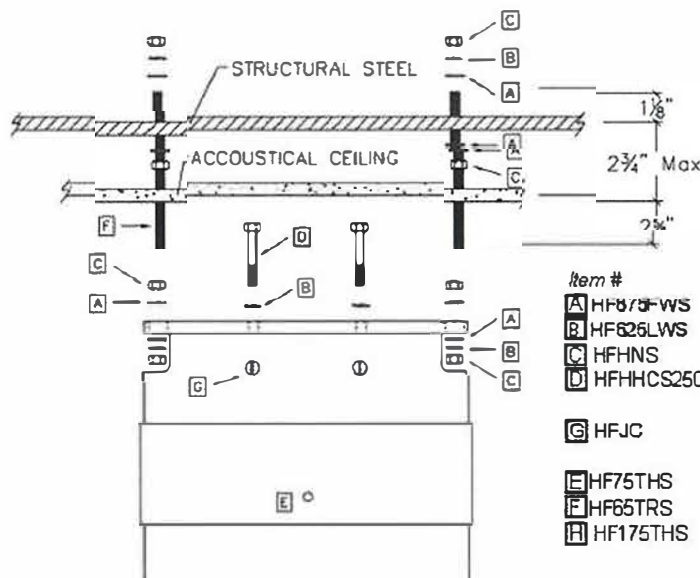
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Section 4: Ceiling Attachment for Ceiling Hung

- When installing ceiling hung partitions keep in mind that everything must be tightened completely and correctly.
- Locate structural steel in the ceiling. (cannot be wood, masonry, or drop ceiling) this is what you will be attaching the pilasters to.

Install the Mounting Hardware to the Pilasters as Shown

1. The barstock is to be connected to the pilasters prior to mounting. To mount the barstock to the pilaster, use the 2 1/2" bolts and mounting dowels. Push the dowels into the holes drilled through the face of the pilaster. Using a flat head screwdriver, turn the dowel until the groove is pointing straight up and down. Make sure that the dowel is centered in the pilaster. Place the 2 1/2" bolts in through the top of the pilaster and tighten it down, fastening the barstock to the pilaster.
2. Mount the threaded rod into the structural steel in the ceiling. Attach the threaded rod to the structural steel using 5/8" nuts, 7/8" flat washer, lock washer. Place the rod so that it is below the finished ceiling by 2 1/4"-2 3/4". Tighten the connections at the steel, and proceed.
3. Once the barstock is mounted to the pilaster, you are ready to attach the pilaster to the threaded rod. Raise the pilaster to the threaded rod. Attach the threaded rod to the barstock using the 5/8" nuts, 7/8" flat washer, and the lock washer. Do not completely tighten the hardware until you have made your final adjustments.
4. Once the pilaster is mounted, you can make your final adjustments. Make sure that the pilaster is level and plumb before tightening all of the nuts. You can adjust for level and plumb using the connections to the threaded rod and barstock.
5. Once all adjustments have been made you can slide the sleeve up to the finished ceiling. Fasten the sleeve using the 3/4" torx head fastener provided.



Item #	Description
A HF875FWS	1/8" Flat ST/ST Washer
B HF625LWS	3/8" ST/ST Lock Washer
C HFHNS	3/8" ST/ST Hex Nut
D HFHCS250	3/8" 16 x 2 1/2" Zinc Plated Hex Head Cap Screw
G HFJC	3/8" 16 x 1" Joint Connector Nut (Dowel)
E HF75THS	3/4" Torx Head Screw
F HF65TRS	6 1/2" Threaded Rod
H HF175THS	1 3/4" Torx Head Screw

Scranton Products

Page 9



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 17 of 36

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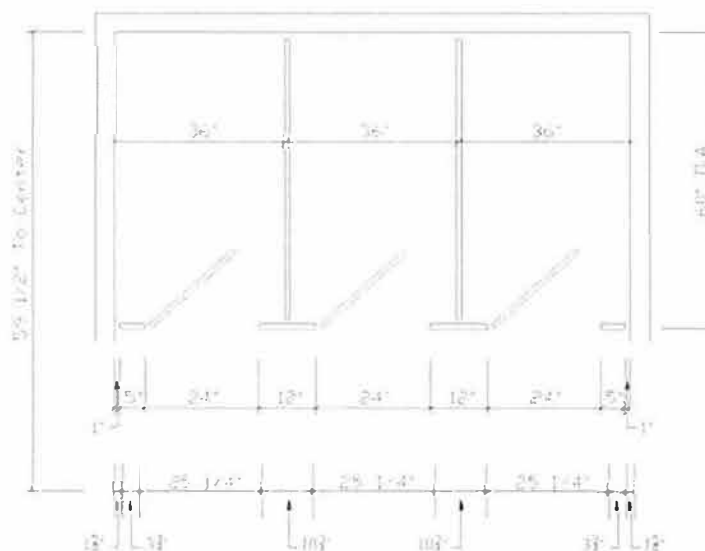
Bolt Hole Layout Instruction Sheet

Scranton Products' ceiling hung partitions are installed using 6 1/2" threaded rod. The threaded rod is attached into the aluminum bar stock (see below). There are two slotted holes on either end of the bar stock. This is where the threaded rod attaches into the bar stock. This slotted hole is 1" wide to allow for adjustment. This is typical for all pilaster sizes (4"-to-24") available in ceiling hung.



Aluminum Bar Stock Detail

The holes for the threaded rod should be drilled for the center of the slotted holes in the bar stock. These holes should be drilled 5/8" in from the edge of the pilaster (bar stock).



Sample Bolt Hole Layout*

Shown above is a "sample" layout, with bolt hole locations. Note that the "centerline" dimension for the depth of the stall will be 1/2" deducted from the "overall depth" of the stalls. The bolt holes are located 5/8" in from the edge of the pilaster.

***Attention:** Before drilling the holes for the ceiling hardware, make sure that you have verified all dimensions, and that there will be no further changes. Pilasters & bar stock cannot be modified to fit.



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 18 of 36

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Section 5: Stirrup Brackets

Step 4. Pilaster to Floor Connections

See "Pilaster to floor attachment" sheet that is supplied separately.

Note: If you are installing Floor to Ceiling mounted partitions also see the "Ceiling attachment for floor to ceiling" sheet at this time.

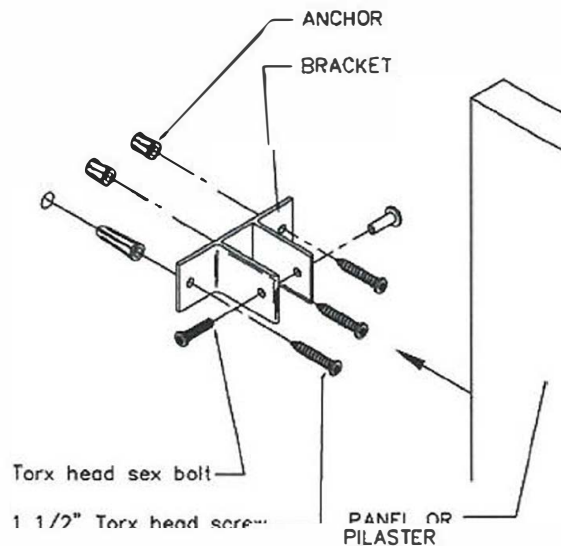
Step 5. Pilaster/Panel to Wall Connection

Set the first pilaster in the wall bracket and shoe that were installed in the previous steps. Making sure the pilaster is level and plumb (if not use the leveling bolt in the bottom of the pilaster), drill 1/4" holes through the pilaster using the pre-drilled holes in the brackets as a guide and secure using torx head sex bolts. (See EXP. B)

Please Note: An optional metal strip may be attached to the edge of the panels and doors. This must be installed on the bottom.

Set your first panel into position at the back wall bracket. (Use the 14" high spacer block to stabilize the panel). Set the panel 1" from the back wall, making sure the panel is level and plumb drill 1/4" holes through the panel using the pre-drilled holes in the bracket as a guide, and secure the panel and bracket using the torx head sex bolts.

EXP B.



PANEL AND/OR PILASTER TO WALL ATTACHMENT
STIRRUP BRACKET SHOWN



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 19 of 36

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Section 5: Stirrup Brackets

Step 6. Pilaster to Panel Connection

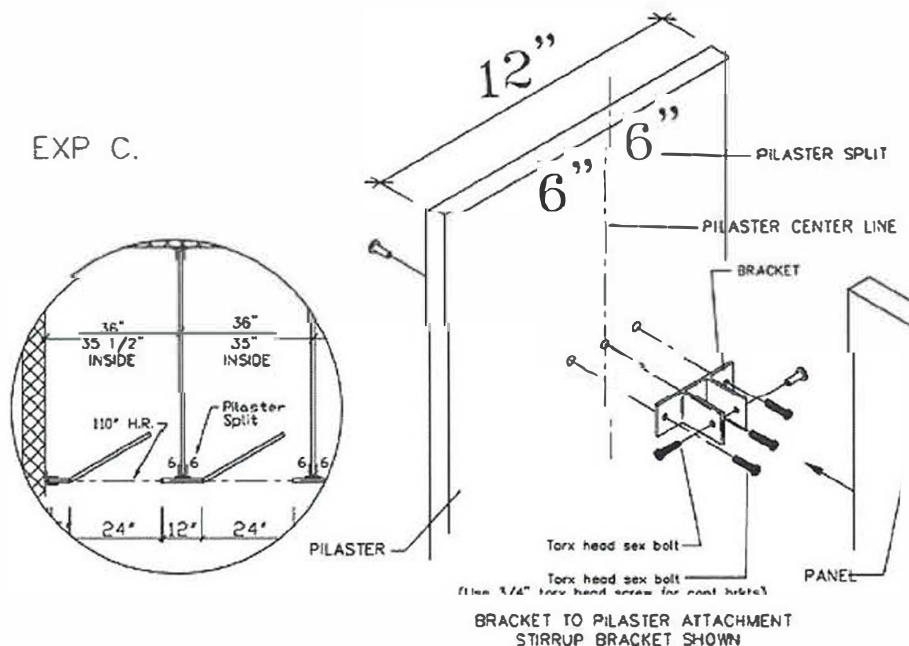
Please Note: An optional metal strip may be attached to the edge of the panels and doors. This must be installed on the bottom.

Take the second pilaster and lay it on a flat surface, measure from the side toward the middle of the pilaster using the pilaster split called out on your shop drawings (in EXP. C for the 12" pilaster the split is called out at 6/6 split this is typ. for this drawing only). Mark a line at this position, this is your pilaster center line, now place your bracket on the pilaster, center the bracket over the pilaster center line and fasten your bracket to the pilaster.

Place the pilaster with bracket in the second shoe and make sure it is level and plumb, checking the gap between the pilaster and the panel edge (1/2" gap STD). Drill 1/4" holes through the panel using the pre-drilled holes in the bracket as a guide and secure pilaster to panel with torx head sex bolts (with the panel mounted you should have 5 1/2" from the edge of the pilaster to the face of the panel).

Repeat these steps for the rest of your pilasters.

Clean Look: (If noted on shop drawings) To install the stirrup bracket using the "clean look" drill a 5/32" pilot hole 1/2" deep, secure with a 3/4" torx screw.





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 20 of 36

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Section 5: Continuous Brackets

Step 4. Pilaster to Floor Connection

See "Pilaster to floor attachment" sheet that is supplied separately.

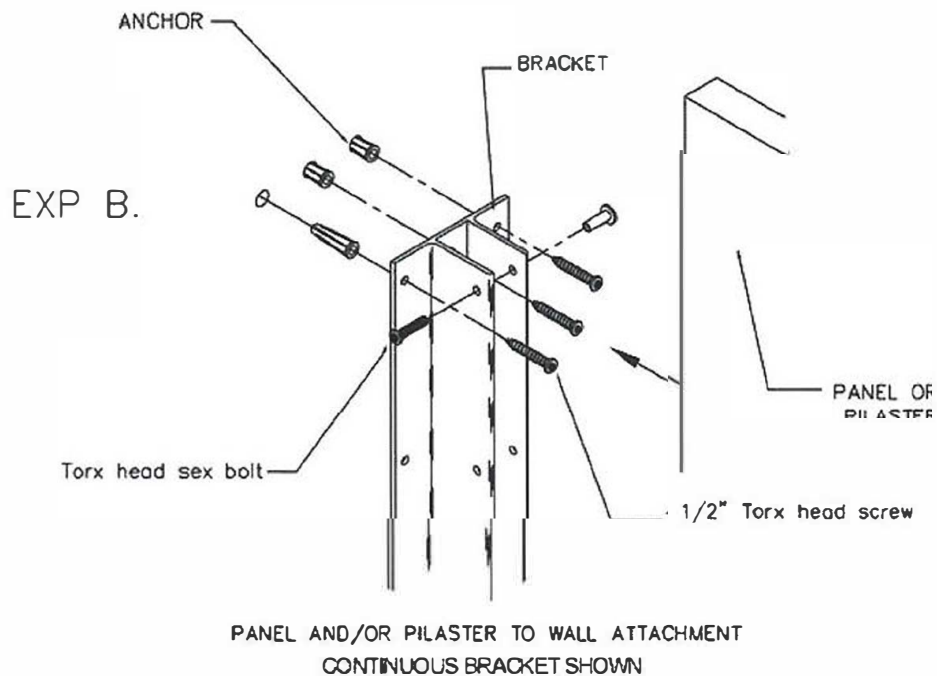
Note: If you are installing Floor to Ceiling mounted partitions also see the "Ceiling attachment for floor to ceiling" sheet at this time.

Step 5. Pilaster/Panel to Wall Connection

Set the first pilaster in the wall bracket and shoe that were installed in the previous steps. Making sure the pilaster is level and plumb (if not use the leveling bolt in the bottom of the pilaster), drill 1/4" holes through the pilaster using the pre-drilled holes in the brackets as a guide and secure using torx head sex bolts. (See EXP. B)

Please Note: An optional metal strip may be attached to the edge of the panels and doors. This must be installed on the bottom.

Set your first panel into position at the back wall bracket. (Use the 14" high spacer block to stabilize the panel). Set the panel 1" from the back wall, making sure the panel is level and plumb drill 1/4" holes through the panel using the pre-drilled holes in the bracket as a guide, and secure the panel and bracket using the torx head sex bolts.





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 21 of 36

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Section 5: Continuous Brackets Continued

Step 6. Pilaster to Panel Connection

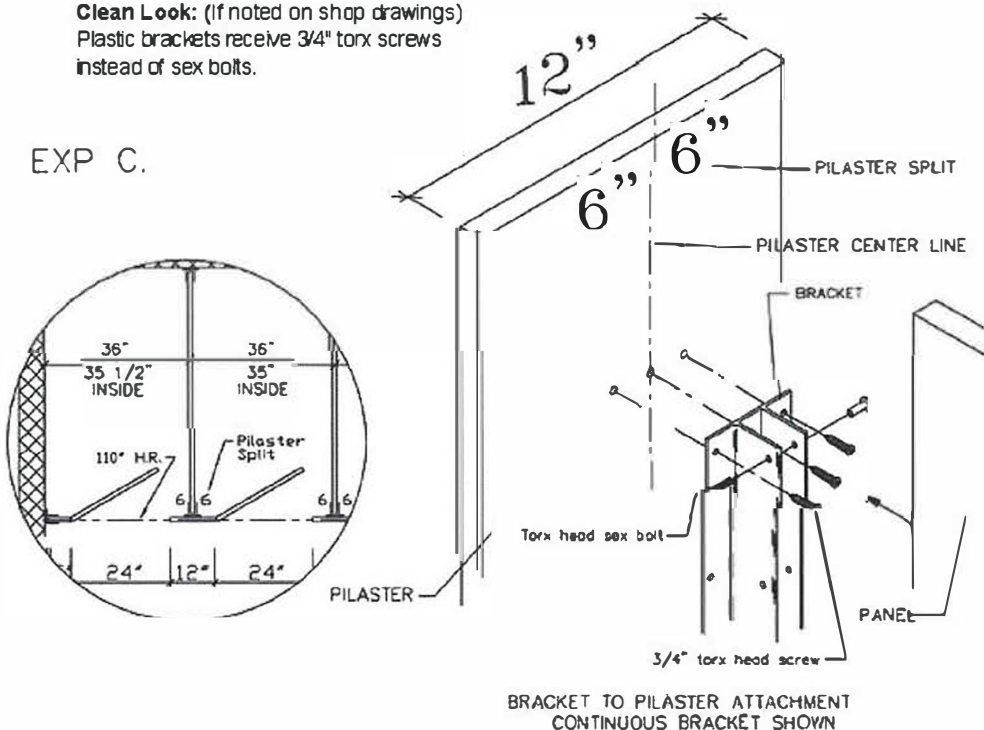
Please Note: An optional metal strip may be attached to the edge of the panels and doors. This must be installed on the bottom.

Take the second pilaster and lay it on a flat surface, measure from the side toward the middle of the pilaster using the pilaster split called out on your shop drawings (in EXP. C for the 12" pilaster the split is called out at 6/6 split, this is typical for this drawing only). Mark a line at this position, this is your pilaster center line, now place your bracket on the pilaster, center the bracket over the pilaster center line and fasten your bracket to the pilaster. Drill a 5/32" pilot hole 1/2" deep, secure with a 3/4" torx screw.

Place the pilaster with bracket in the second shoe and make sure it is level and plumb, checking the gap between the pilaster and the panel edge (1/2" gap STD). Drill 1/4" holes through the panel using the pre-drilled holes in the bracket as a guide and secure pilaster to panel with torx head sex bolts (with the panel mounted you should have 5 1/2" from the edge of the pilaster to the face of the panel).

Repeat these steps for the rest of your pilasters.

Clean Look: (If noted on shop drawings)
Plastic brackets receive 3/4" torx screws instead of sex bolts.





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 22 of 36

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Section 6: Headrail Attachment

Step 1. Cutting Headrail to Size

(Note all headrail shown on your shop drawings is cut by the factory 2" over sized to allow for any variances in the field). Measure the distance that the headrail needs to run for the location you are working on, find the piece of headrail that is shown on your shop drawings for this location and trim it to size.

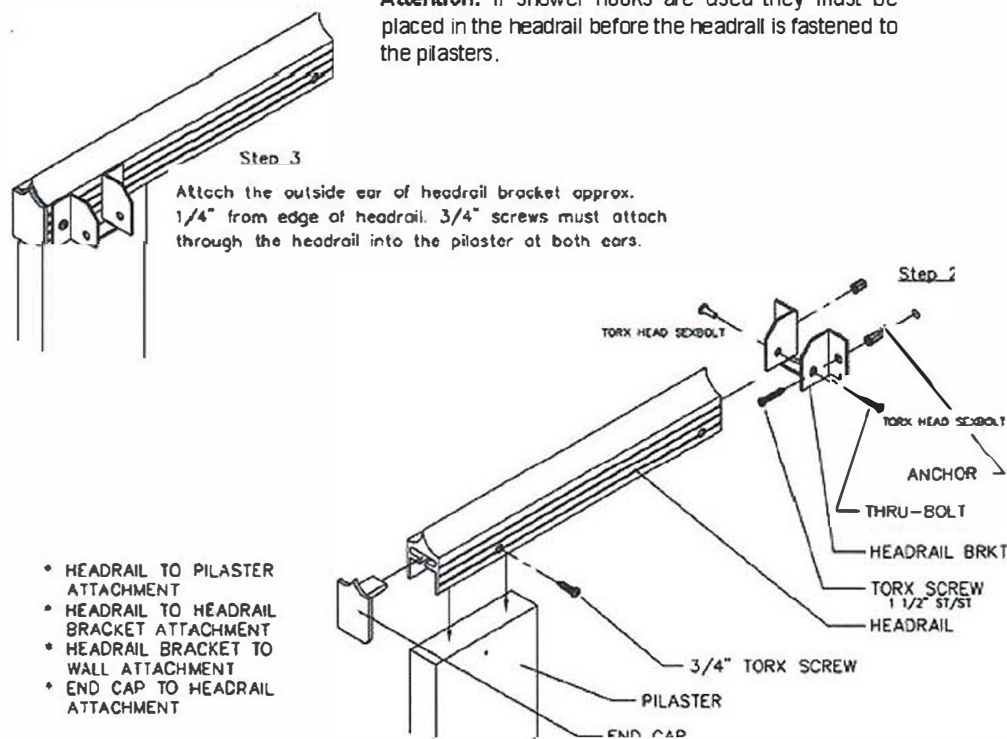
Step 2. Headrail Bracket to Wall Connection

Place the headrail bracket on the end of the headrail and drill a 1/4" hole through the headrail and secure with a torx head sex bolt. Place the headrail on top of the pilasters (do not attach). Starting at the wall pilaster, slide the headrail against the wall and mark the pre-drilled holes in the bracket onto the wall. Remove the headrail and drill 5/16" holes and insert the plastic anchors. Replace the headrail & bracket and secure it to the wall using 1 1/2" torx head screws.

Step 3. Headrail to Pilaster Connection

On the back side of the pilaster drill a 1/4" hole centered on the pilaster through the headrail ONLY! Then through the hole just drilled in the headrail drill a 5/32" pilot hole 1/2" deep into the pilaster, secure the headrail to the pilaster using a 3/4" torx head screw.

Attention: If shower hooks are used they must be placed in the headrail before the headrail is fastened to the pilasters.





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 23 of 36

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Section 6: Headrail Attachment for Alcove Situations

Step 1. Cutting Headrail to Size (two different ways, choose one)

(Fig. A) Measure across the front of the alcove from wall to wall, and trim headrail "A" to this length.

(Fig. B) Measure from wall to pilaster & cut headrail into two pieces.

Step 2. Notching the Headrail

Take headrail "A" and place it above the pilaster and across the turned pilaster and mark the location where it meets the turned pilaster. Next cut a notch in headrail "A" at the mark where the turned pilaster meets (See alcove dwg). Replace the headrail and secure to the wall using headrail brackets, then using a 1 1/2" torx head screw fasten headrail "A" to turned pilaster through top of the headrail.

Step 3. Return Headrail

Measure from the back side of the headrail "A" to the back wall and cut headrail "B" to this length. Install headrail bracket at the back wall, then insert headrail "B" into headrail bracket and on top of the turned pilaster and secure.

Attention: If shower hooks are used they must be placed in the headrail before the headrail is fastened to the pilasters.

Alcove Dwg.

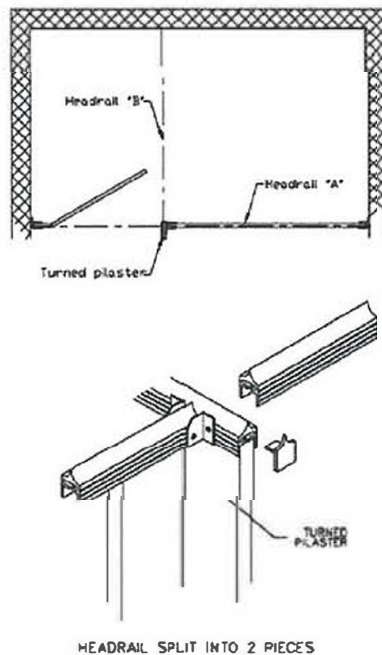


Fig. B

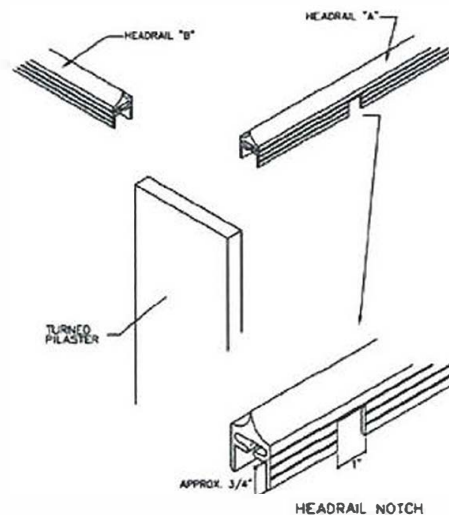


Fig. A



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 24 of 36

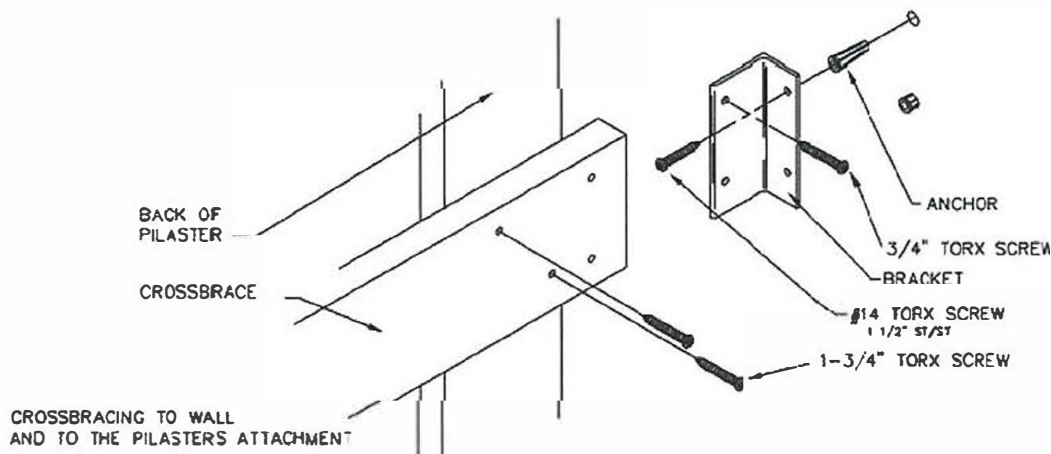
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Section 7: Crossbracing for Ceiling-Hung Pilasters

Note: Plastic crossbracing must be used to stabilize the Ceiling-Hung system and must be installed or "Scranton Products" will not warranty against failure.

Installing Crossbracing

Crossbracing is placed behind the pilasters at 82" above the floor. The length of the crossbracing for its specific location is called out on your shop drawings (crossbracing is cut 2" oversized by the factory to allow for any variances in the field, must trim to size). Place the crossbracing on the back of the pilasters, on top of the 88" high brackets. Where the crossbracing touches the wall(s), mark the location, place the 4" angle bracket against the wall and mark the pre-drilled holes onto the wall. Pre-drill two 5/16" holes on the marks and insert the plastic anchors. Install the 4" angle brackets with 1 1/2" torx head screws. Where the 4" angle bracket touches the crossbracing, pre-drill two 5/32" holes 1/2" deep into the crossbracing. Secure using the 3/4" torx head screws. Where the crossbracing passes a pilaster, pre-drill two 5/32" holes through the crossbrace and 1/2" into the pilasters. Secure using the 1 3/4" torx head screw.





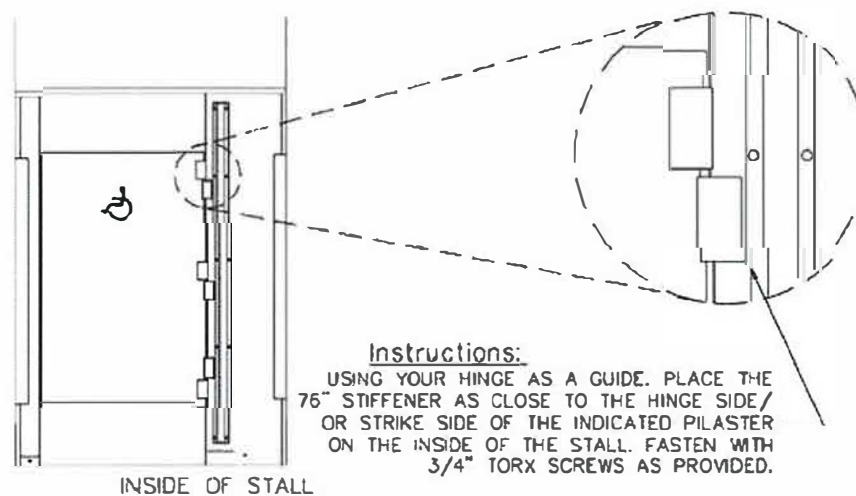
Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 25 of 36

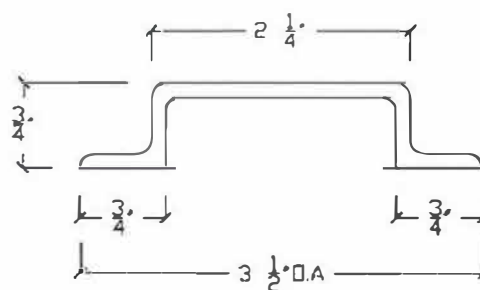
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Section 8: 76" Stiffener Installation

The 76" Stiffener is used to provide added support to the pilaster for spans greater than 30" on the strike side of a pilaster, or 10" spans or greater for HC doors. Locations will be shown on shop drawings.



STD. FRONT ELEVATION
N T S FOR REFERENCE ONLY



CROSS SECTION



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 26 of 36

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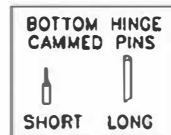
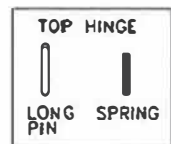
Section 9: Hinge Installation (Integral Hinge)

Bottom Hinge: Insert the long cammed pin into the bottom of the door as indicated at point "A". Be sure the pin bottoms out using the short cammed pin to push the long cammed pin into the door. Drill a pilot hole (3/32" bit) approx. 1 7/16" deep into the door as indicated at point "B". Be sure to drill deep enough to penetrate the cammed pin in the door. Drive the set screw flush with the door's surface. Insert the short cammed pin into the bottom of the pilaster at point "C".

Top Hinge: Insert the spring at point "D". Then the long pin at point "E" into the top of the door. Position the door into the pilaster cutout so that the long & short cammed pins (bottom) engage each other and the long pin (top) is placed into the hole and "tops out" in the pilaster. Drill a pilot hole "F" (3/32" bit) into the pilaster. Be sure to drill deep enough (1 7/16") to penetrate the pin in the pilaster. Drive the set screw flush with the pilaster's surface. Next, rotate the door to the desired rest position. Push down on the door while holding it in the desired rest position. (This sets the cammed pins in the bottom set). Drill pilot holes at point "G" same as "B" (as noted above) and continue to hold the door at its desired rest position. Drive the set screw flush with the surface.

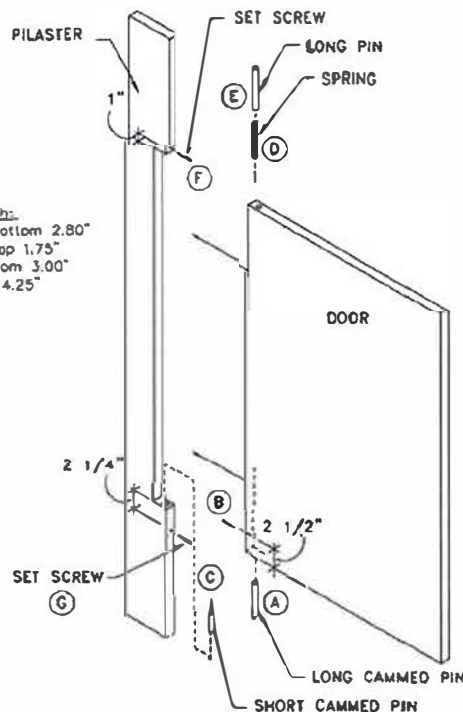
Safety Note: Protective eyewear must be worn while installing hinge pins! Spring compression may expel hinge pin rapidly causing injury.

Integral hinge
HHKITINT01



Door/Pilaster Orientation	
Top hole of door is deeper than the bottom	
Bottom hole of pilaster is deeper than the top	

Hole Depths:
Pilaster bottom 2.80"
Pilaster top 1.75"
Door bottom 3.00"
Door top 4.25"





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 27 of 36

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Section 9: Hinge Installation (54" Continuous Aluminum Hinge)

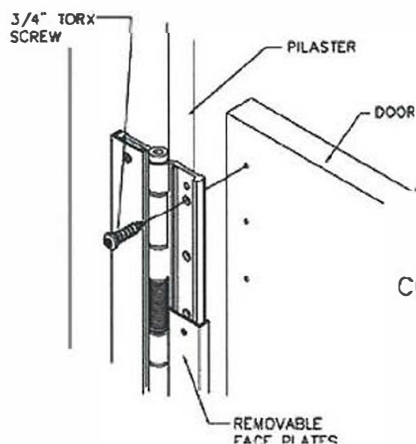
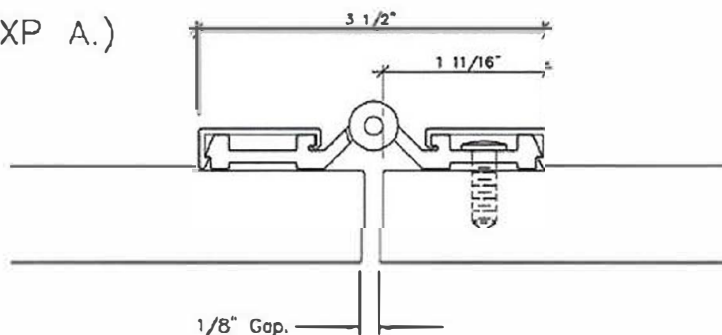
8" Hinge

Please see separate sheet that is included with your 8" hinge packages for installation and field setting.

54" Aluminum Hinge

The standard 54" aluminum hinge is surface mounted and fastened with 3/4" torx head screws. Each hinge has removable covers that are applied after mounting and set with a setscrew. To mount measure up 14 1/2" from the floor on the pilaster and mark, this is where the bottom of the hinge will be located (See EXP. A for setting the gap between door and pilaster) when proper gap is set, put a mark on the pilaster using the top pre-drilled hole in the hinge as a guide. Remove hinge and drill a 5/32" pilot hole 1/2" deep at the mark, replace hinge and fasten with a 3/4" torx head screw, repeat for rest of holes.

(EXP. A.)



CONTINUOUS HINGE

ATTACH THE HINGE TO THE DOOR AND PILASTER WITH #14 X 3/4" TORX SCREWS.



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 28 of 36

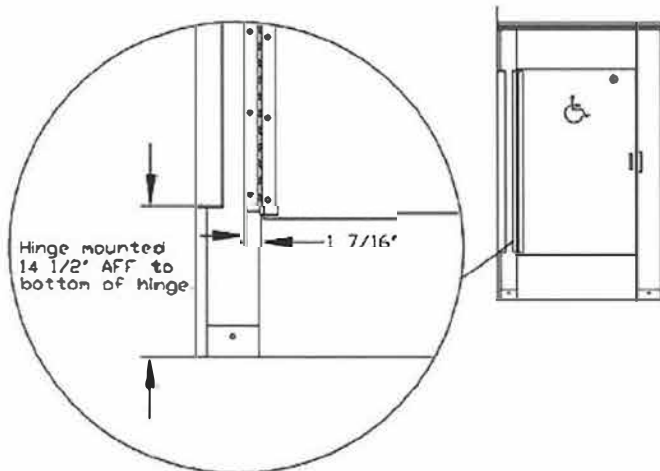
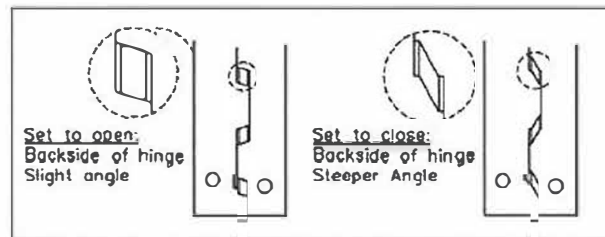
Valued Quality. Delivered.

Section 9: Hinge Installation (54 1/2" Continuous st/st Helix Hinge)

ST/ST Hinge

The ST/ST 54 1/2" hinge is surface mounted and fastened with 3/4" torx head screws. The hinges are set for either 15° opening or set to close. Doors 30" or over require the doors set to closed position, so whether they are in-swing or out-swing doors the hinge set to close must be used. To mount, measure up from the bottom of the pilaster 14 1/2" and mark; this will be the location of the bottom of the hinge (See EXP. A). Measure in from the edge of the pilaster toward the center 1 7/16" and make a mark parallel with the pilaster edge, place your hinge against the pilaster on these two marks and mark the pre-drilled hole locations from the hinge onto the pilaster. Remove the hinge and drill a 5/32" hole 1/2" deep into the pilaster on the mark. Replace the hinge and secure with a 3/4" torx head screw. Pilot drill the rest of the holes on the pilaster side of the hinge and secure. Set your door 14" above the finished floor, with a 1/8" gap between the door and pilaster, secure hinge to door in same fashion as above.

(EXP. A.)



When hinges are installed, the hinge will have a 1/4" offset when in the rest position. This allows for the door to lift when opened, allowing gravity to return the door to the set position.

Note: Hinges are provided for H/C stalls to return to the closed position. Standard in-swing stalls are supplied to return to 15 degrees open. Hinges are not field adjustable.



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 29 of 36

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Section 10: Coat Hook & Bumper Installation

INSWING DOORS: The coat hook is installed on the inside of the door in the upper corner opposite the hinge side and

A.) 54" above the floor (ADA) or

B.) 5" down from the top of the door (Non-ADA)

So when the door is in the full open position the button on the slide latch does not hit the wall/panel.

OUTSWING DOORS: The coat hook should be centered on the inside of the door and be

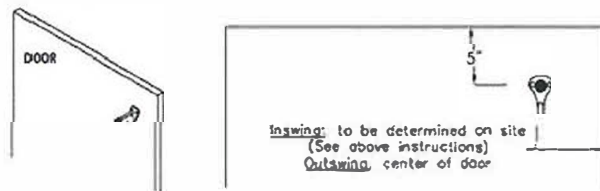
A.) 54" above the floor (ADA) or

B.) 5" down from the top of the door (Non-ADA).

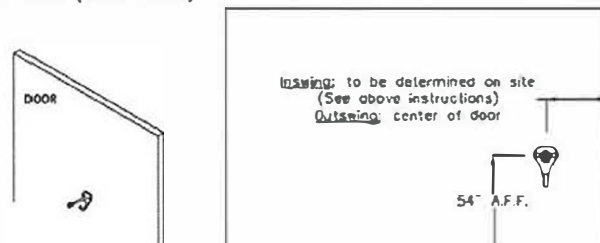
BUMPER (Wall Stop): These are supplied only for out-swing doors and are installed in the upper top corner about 3" down from the top of the door opposite the hinge side, so that when the door is fully open the door pull handle does not hit the wall or partitions.

To secure the coat hook & bumper, drill 1/8" pilot holes 1/2" into the door. Secure with #10x5/8" one-way screws.

Coat hook (non-ADA doors)



Coat hook (ADA doors)



Wall stop bumper (outswing doors)





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 30 of 36

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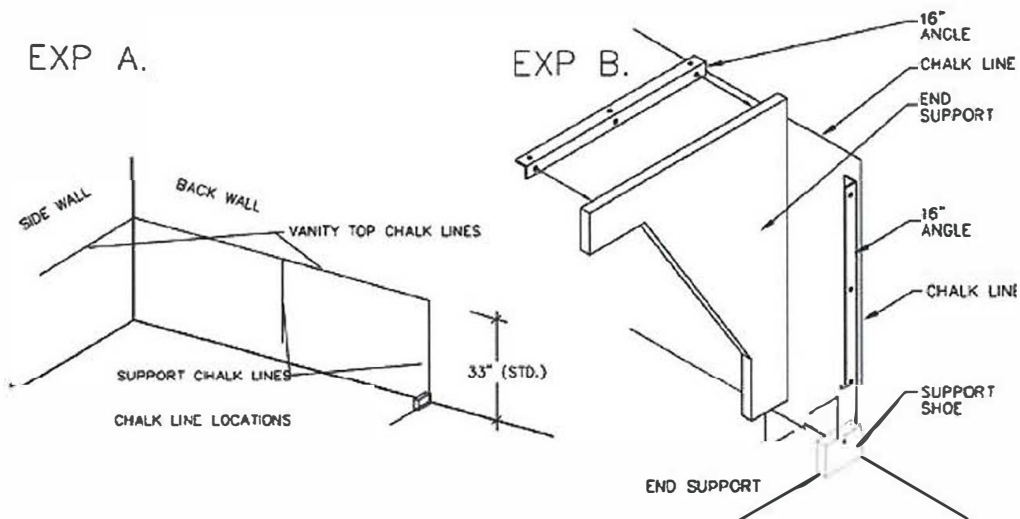
Section 11: Vanity Installation

Step 1. Marking Vanity Locations

Measure up the back wall 33" and make a mark, then measure out parallel with the floor the distance of the vanity as indicated on your shop drawings and make a chalk line, this will be where the bottom of the vanity top will sit. Indicate on the walls where the vanity center support(s) and end leg(s) will be. Space the supports evenly, (do not exceed 36") keep in mind the location of the plumbing fixtures. (See EXP. A)

Step 2. End Supports (only on in-corner and free standing)

Set the end support in place against the wall on the line indicated in the previous step. Mark around the bottom of the leg for the location of the shoe. See the separate Installation sheet supplied with the shoes to install the shoe at this time. Attach a 16" angle to the inside back of the support and one to the inside top of the support, pre-drill the holes with a 5/32" drill bit and secure with 3/4" torx head screws. (See EXP. B & EXP. C next page). After the brackets are attached to the end support, insert it into the shoe. Make sure it is level and plumb, and mark the hole locations from the brackets onto the wall, then remove the support. Drill 5/16" holes at the hole locations and insert the plastic anchors. Replace the support and fasten with 1 1/2" torx head screws, fasten shoe with a sex bolt (See EXP. C next page).





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 31 of 36

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Section 11: Vanity Installation Continued

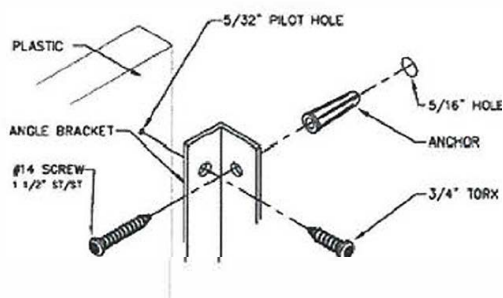
Step 3. Center Supports

Attach a 16" angle bracket to the back of the support and one to the opposite side on the top of the support. Secure in same fashion as in step 2, previous page. (See EXP. C) After the brackets are attached to the support, take the support and center it on the chalk line on the wall making sure it is level, and the top of the support is flush with the line for vanity top. Mark the holes for the brackets onto the wall and secure to the wall in same way as in step 2, previous page. (See EXP. C)

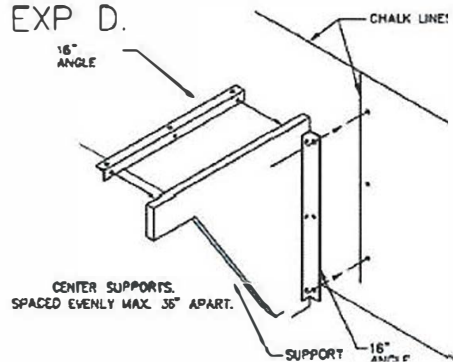
Step 4. Wall Brackets

Between the center support(s), end support(s) and at the side wall, install the 16" angle brackets flush and level with the chalk line for the bottom of the vanity top, evenly spaced throughout (See EXP. E)

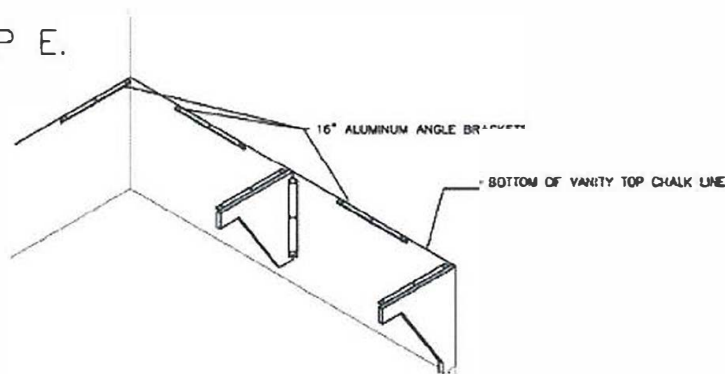
EXP. C.



EXP. D.



EXP. E.





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 32 of 36

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Section 11: Vanity Installation Continued

Step 5. Back splash & Side splash

Install the back splash & side splash(es) to the vanity top. Clamp or hold the back splash to the back edge of the vanity top. From the bottom pre-drill 5/32" holes 2" deep through the vanity top and into the back splash, space holes approximately 10" apart. Drill a 5/16" countersink 1/8" deep. Secure the back splash to the top using 2 1/2" torx head screws. Install side splashes same as back splash. (EXP. F)

Step 6. Vanity Top

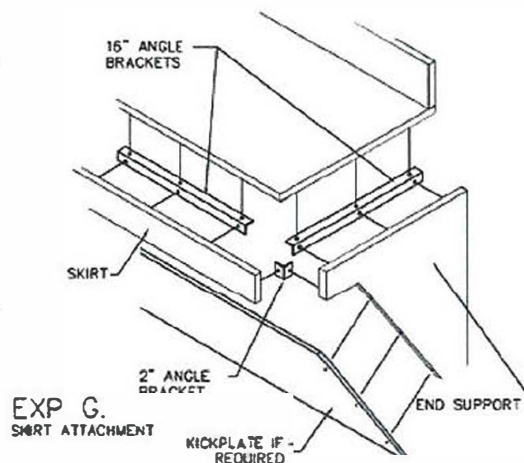
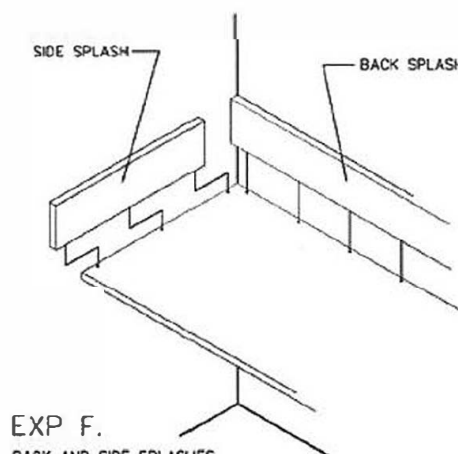
After the back splash and side splash are installed, position the top onto the support and angle brackets. Make sure that it is tight against the back wall. From underneath, drill 5/32" pilot holes through the brackets up 1/2" deep into the vanity top and fasten with the 3/4" torx head screws.

Step 7. Skirts

Attach to the back of the skirt the 16" angle brackets approximately the same distance as the ones on the back wall. Drill 5/32" pilot holes 1/2" deep into the skirt and attach with 3/4" torx head screws. Place the skirt into position against the supports and up to the vanity top and drill 5/32" pilot holes from the brackets 1/2" deep into the top. Fasten with 3/4" torx head screws. Use the small 2" x 2" angle brackets to attach the skirt to the supports. (EXP. G)

Step 8. Kickplates

Attach to the supports by drilling 5/32" pilot holes 2" deep through the front of the kickplate into the supports. Fasten with the 2 1/2" torx head screws.





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 33 of 36

Valued Quality. Delivered.

Section 12: Locker Bench Installation

Step 1. Pedestal to Bench

Using the bottom side of the bench, indicate the centerline along the length of the bench. Along the centerline mark 12" in from each end of the bench. Then divide the distance between these two marks equally. (Never exceed 36" between pedestals). These marks will indicate the centerline locations of the pedestals. Set the pedestals in place and pre-drill the holes with a 1/8" bit 1/2" deep into the bench and secure with torx head screws. (See EXP. A)

Steel Pedestals—3/4" torx head screws

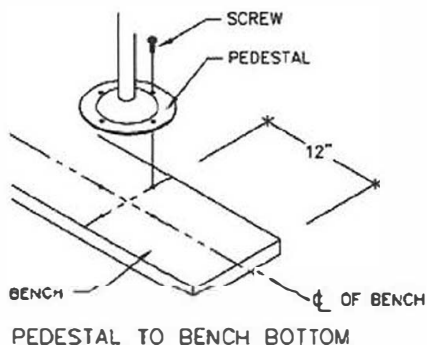
Plastic Pedestals—1 3/4" torx head screws

Aluminum Pedestals—1 3/4" torx head screws

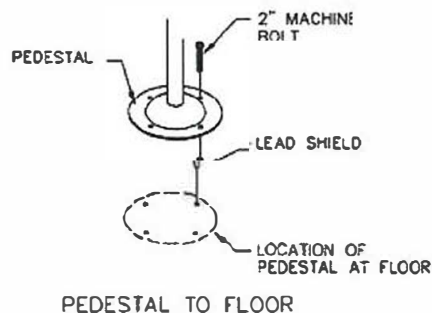
Step 2. Pedestal to floor

Set the bench with pedestals attached in place on the floor. Mark the floor where the pedestal holes are located. Remove the bench and drill 1/2" holes at these locations and insert the lead anchors. Replace the bench and secure to the floor with the 2" st/st machine bolts supplied. (See EXP. B)

(EXP. A)



(EXP. B)





Scranton Products
103183755SAT-001

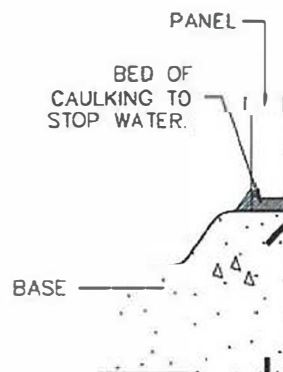
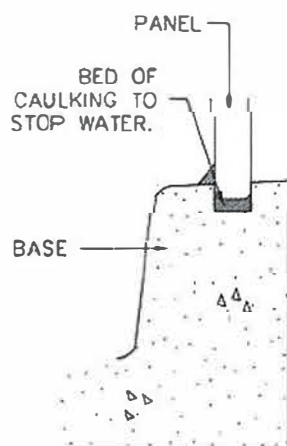
Issue Date: August 16, 2017
Page 34 of 36

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Section 13: Terrazzo Base / Shower Cube

Scranton Products designs shower cubicles to be mounted on terrazzo bases. All terrazzo bases are by others and not supplied by Scranton Products. Below are two typical base designs used with our cubicles.

Be sure to use a substantial bead of caulk between our plastic panels and the terrazzo base forming a custom gasket. A substantial bead of caulk must be applied, during installation to insure proper seal. Caulk applied after installation is complete will not provide sufficient seal, this must be done prior to setting panels.





Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 35 of 36

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Care and Maintenance for Solid Plastic Products

Keeping your Solid Plastic compartments beautiful for years is easy... Here's how!

Scranton Products' solid plastic compartments come closer to being totally maintenance free than any other toilet compartments on the market today. However, like a freshly painted room, new automobile, or any other product that is exposed to use and atmospheric conditions, the compartments will become soiled.

DIRT and GRAFFITI

Your Scranton Products' solid plastic products can be cleaned satisfactorily by using water from an ordinary garden hose. If this does not do the job, we suggest:

1. Equip the garden hose with a pressure nozzle.
2. When the soiled areas are stubborn, the following cleaning solutions are suggested:
 - a. 1/2 cup of household detergent, 2/3 cup of trisodium phosphate, and 1 gallon of water
 - b. Any industrial strength cleaner (non-abrasive)
3. Mineral spirits or acetone (just be careful on the hardware) for glue that sticks from the masking

CUT and SCRATCHES

Repair cuts and scratches by burnishing the surface with a smooth, round object, such as a spoon or screwdriver handle.

Using the smooth, round object, apply pressure to the cut or scratched surface and burnish with a blow dryer or heat gun, not against, the cut or scratch.

NOTE: Spray the surface of the panels and doors with silicone to give your Scranton Products' products a like new bright and glossy appearance.



**SCRANTON
PRODUCTS**
DESIGNED TO BE WORRY-FREE



801 Corey Street • Scranton, PA 18505 • 800.445.5148 • Fax 800.551.6993 • info@scrantonproducts.com
www.scrantonproducts.com



Scranton Products
103183755SAT-001

Issue Date: August 16, 2017
Page 36 of 36

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8 LAST PAGE & REVISION SUMMARY

DATE	SUMMARY
August 16, 2017	Original

EXHIBIT D

Thank you for your order with Scranton Products. We appreciate your business and want to make sure you are completely satisfied with your purchase. You have placed an order for one of our products that is not NFPA 286 compliant. NFPA 286 is a fire test that is intended to help evaluate the flammability characteristics of a wall and ceiling interior finish where such materials constitute the exposed interior surfaces of buildings.

The International Code Council (“ICC”) publishes a list of states and territories that have adopted a version of the International Building Code (“IBC”) that required HDPE bathroom partitions to pass the NFPA 286 test. As of July 2017, according to a chart published by the ICC, at least 43 states and the District of Columbia have adopted a version of the IBC that requires HDPE bathroom partitions to pass the NFPA 286 room corner test, and at least 5 states have adopted versions of the IBC that generally require HDPE bathroom partitions to pass the NFPA 286 room corner test with limitations allowing for local variations. The ICC’s current summary of jurisdictions and their adoptions of these regulations can be found at:

<https://cdn-web.iccsafe.org/wp-content/uploads/Master-I-Code-Adoption-Chart-latest.pdf>

This letter is not intended to provide you with legal advice about your obligations or about building code requirements. You or the architect or designer on your project should consult the local state and building codes in effect in the area where the partitions are intended to be installed to see if the applicable building code requires HDPE bathroom partitions to be NFPA 286 compliant in the area of installation.

If you have placed an order for non-NFPA 286 compliant bathroom partitions in a jurisdiction that requires HDPE bathroom partitions to be NFPA 286 compliant, and you would like to cancel this order for non-NFPA 286 compliant partitions, you may do so within fourteen (14) days of the date of this letter. If you choose to cancel your order, you may apply the amount already paid toward a purchase of our NFPA 286 compliant partitions, or we will refund the amount you have paid for this order.

Please feel free to call me if you have any questions.

EXHIBIT E

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BOBRICK WASHROOM
EQUIPMENT, INC.,

Plaintiff,

v.

SCRANTON PRODUCTS INC.,

Defendant.

Civil Action No. 3:14-CV-00853-RDM

Hon. Robert D. Mariani

MUTUAL GENERAL RELEASES

The undersigned hereby agree and release certain claims as follows:

1. These Releases are being made as part of the consideration for the Settlement Agreement, are a material part of the consideration for the Settlement Amount, and are integral and material terms of the Settlement Agreement. The definitions and terms of the Settlement Agreement apply with equal force to the Releases and the definitions and terms of the Releases apply with equal force to the Settlement Agreement.

2. These Releases and their provisions shall become effective on the Effective Date. If the Effective Date does not occur, these Releases and their provisions shall have no effect.

3. The “Bobrick Released Parties” means Bobrick, including its current and former affiliates, successors, investors, officers, directors, agents, partners,

shareholders, assigns, employees, and attorneys. The “Bobrick Releasing Parties” has the same meaning as the “Bobrick Released Parties.”

4. The “Scranton Products Released Parties” means Scranton Products, including its current and former affiliates, successors, investors, officers, directors, agents, partners, shareholders, assigns, employees, attorneys, and insurers, except that there will be an exclusion from the definition of the “Scranton Products Released Parties” permitting Bobrick to seek an order of Court for sanctions against the law firm of Buchanan, Ingersoll & Rooney, P.C. and attorneys Wendelynn J. Newton, Gretchen L. Jankowski, Jordan M. Webster, Jan L. Budman II, and Eric Spada (collectively, “BIR”) for (1) violation of any agreement of confidentiality with respect to settlement discussions between SP (including CPG) and Bobrick and (2) use of confidential information relating to settlement discussions between Scranton Products (including CPG) and Bobrick in a manner inconsistent with Federal Rule of Evidence 408. This exclusion shall not apply to (and the release shall include) other alleged conduct by BIR, including that relating to alleged abuse of process, alleged malicious prosecution, and alleged Dragonetti Act violations. The “Scranton Products Releasing Parties” means Scranton Products, including its current and former affiliates, successors, investors, officers, directors, agents, partners, shareholders, assigns, employees, and attorneys.

5. The “Released Claims” means (a) any and all claims, causes of action, demands, lawsuits, liabilities, controversies, damages, attorneys’ fees, costs, or charges, whether known or unknown, that arise out of or relate to the allegations in the Action or to a common nucleus of operative facts as the claims raised by any Party in the Action, including with regard to any testing, manufacture, and sale of any fire-rated product including bathroom partitions and lockers (a “Common Nucleus of Operative Facts”), including claims that any Party could assert or pursue on behalf of itself or others of whatever nature, type, kind, description, or character, fixed or contingent, whether arising in law or equity, whether arising in contract or tort, and whether arising under common law, statute, rule, regulation or ordinance, whether federal, state or local, which either Party does, did, or might have, own, or hold from the beginning of time through the Effective Date and (b) any and all known claims, causes of action, demands, lawsuits, liabilities, controversies, damages, attorneys’ fees, costs, or charges, relating to any subject matter, including claims that any Party could assert or pursue on behalf of itself or others, of whatever nature, type, kind, description, or character, fixed or contingent, whether arising in law or equity, whether arising in contract or tort, and whether arising under common law, statute, rule, regulation or ordinance, whether federal, state or local, which either Party does, did, or might have, own, or hold from the beginning of time through the Effective Date.

6. In consideration for the reciprocal release set forth herein, and except as otherwise provided herein, the Bobrick Releasing Parties hereby release, forever discharge, and covenant not to sue the Scranton Products Released Parties from all Released Claims.

7. In consideration for the reciprocal release set forth herein, and except as otherwise provided herein, the Scranton Products Releasing Parties hereby release, forever discharge, and covenant not to sue the Bobrick Released Parties from all Released Claims.

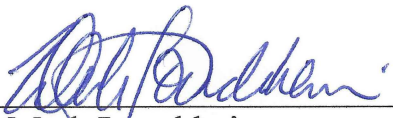
8. The Parties, having been fully advised by counsel, acknowledge that they are aware that they may hereafter discover Released Claims presently unknown, or facts in addition to or different from those that they now know or believe to be true with respect to the matters released herein or with respect to the underlying acts, facts, circumstances or transactions occurring or arising with respect to the Released Claims. Nonetheless, it is the intention of the Parties in executing this Settlement Agreement fully, finally and forever to settle and release all such matters, and all claims relating thereto, that are included in the Released Claims. With regard to the Released Claims, the Parties hereby expressly waive any right or benefit of the provisions of any federal state, or common-law statute or rule to the contrary. Each of the Parties acknowledges the inclusion of the

unknown claims that are included in the releases was separately bargained for and was an essential element of the settlement.

9. Each Party affirmatively acknowledges that it currently has no known legal or equitable claims against the other Party and that it is not aware of any conduct upon which it could bring any legal or equitable claims, except those asserted in the Action.

10. The Released Claims shall not include any claim permitted under applicable law that a Party was fraudulently induced to enter into the Settlement Agreement (including the Releases) in the first instance. Any challenge to the Releases by way of a fraudulent inducement claim shall be considered a challenge to the entire Settlement Agreement, notwithstanding that the Releases are articulated in an exhibit.

READ AND AGREED TO:

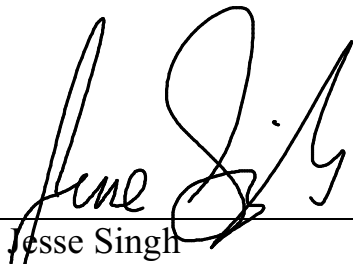


Mark Louchheim

President

Bobrick Washroom Equipment, Inc.

Dated: December 26, 2017

A handwritten signature in black ink, appearing to read "Jesse Singh", written over a horizontal line.

Jesse Singh
Chief Executive Officer
CPG International LLC and
Scranton Products Inc.

Dated: December ~~28~~ 2017

A handwritten signature in black ink, appearing to read "Scott Van Winter", written over a horizontal line.

Scott Van Winter
President
Scranton Products Inc.

Dated: December 26, 2017