

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re:	§	Chapter 11
	§	
	§	Case No. 20-43597-399
BRIGGS & STRATTON CORPORATION, <i>et al.</i> ,	§	
	§	(Jointly Administered)
	§	
Debtors.	§	

FOLEY & LARDNER LLP ENGAGEMENT LETTER

Respectfully submitted,

CARMODY MACDONALD P.C.

/s/ Robert E. Eggmann

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 Christopher J. Lawhorn, #45713MO
 Thomas H. Riske, #61838MO
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*Proposed Local Counsel to the Debtors and
Debtors in Possession*

-and-

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*Proposed Counsel to the Debtors and
Debtors in Possession*

October 1, 2019

Ms. Kathryn M. Buono
Vice President, General Counsel & Corporate
Secretary
Briggs & Stratton Corporation
12301 West Wirth Street
Wauwatosa, WI 53222-2110

Re: Engagement Letter

Dear Kathie:

Thank you for selecting Foley & Lardner LLP (the "Firm" or "Foley") as a preferred provider of legal services to represent Briggs & Stratton Corporation (the "Company"). The purpose of this Engagement Letter Agreement ("Agreement") is to ensure that we have a clear understanding of our working relationship going forward. Please do not hesitate to contact us if you have any questions or concerns.

1. Scope of Engagement

We are handling a number of existing matters for the Company. In addition, you have advised that the Firm will receive additional work and projects as a result of the process that included the Company's request for proposal to the Firm dated January 18, 2019 (the "RFP"). As we understand it, Exhibit I sets forth the types of matters that will be within the scope of the relationship going forward (collectively, the "Matters"). This Agreement confirms the terms under which we will represent the Company with regard to the Matters. Should the Company retain the Firm for additional matters, the specifics of this Agreement will remain the same unless otherwise communicated. Furthermore, we understand that as a "preferred provider," Foley will be given primary consideration in the assignment of the Matters; however, this is not an exclusive engagement and conflicts or other considerations may cause the Company to seek legal advice with respect to the Matters from other firms.

2. Staffing

Our response to the RFP identified a number of attorneys and others who will be involved in the Matters. We will also utilize other Firm attorneys and paraprofessionals when that is appropriate and cost effective. We will utilize our best efforts to respond to the Company as promptly as possible. In return, the Company agrees to keep us informed of any developments that affect any of the Matters as soon as the Company becomes aware of them and to be available when we need to consult with the Company.



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I will continue to serve as the relationship partner and primary contact to the Company. I will continuously seek your feedback to ensure the Company is satisfied with our client service and the value we provide and that services are being delivered effectively and any concerns are rectified immediately. I do not charge for this time overseeing client service issues. I intend to meet at least once per year with members of the Company's Legal Department.

We have an open mind as to how the annual evaluation may be structured. However, we have indicated that it could include the following:

- We have seen a client conduct a simple performance evaluation within its organization, for each law firm, completed by those who use outside legal services, including persons outside the Legal Department.
- The evaluation meeting could include one, two or more Company attorneys.
- We would discuss (a) our performance for each practice area in which we performed services for the Company during the past year and by key members of the Foley team in each area; (b) your expectations regarding costs and how Foley performed relative to those expectations; (c) areas in which we could improve service, efficiency or communications, including ways in which other firms excelled; (d) anticipated legal needs for the following year including staffing; (e) ways in which Foley might be able to help the Company reduce its legal expenditures; (e) ways in which Foley can better help the Company's Legal Department function, including CLE and other training needs; and (f) Foley's commitment to diversity, including with reference to staffing of the Matters. In addition, from time to time we may ask for your support in performing a client "interview" in which a Foley representative who does not perform services for the Company speaks with designated legal personnel at the Company to solicit feedback on our performance. We have found that such client interviews can identify areas of improvement that are not necessarily identified in the normal feedback process.

3. Conflicts of Interest, Advance Waiver of Conflicts, and Client Identity

We have determined that there is no current conflict of interest that prevents us from working on the Matters. However, as I believe you are aware, we represent Kohler Co. in both IP and non-IP matters. We do not perform IP work for Kohler in the engine and power equipment space including engines, generators, and other power applications. We have an advance waiver from Kohler that permits us to be adverse to Kohler on behalf of the Company, and we do not need to provide notification to Kohler. Over the past several years, we have undertaken many projects for the Company adverse to Kohler (*e.g.*, patent opinion projects) without any issue, and we will continue to maintain the current arrangement. By executing this letter, you confirm that we may continue to represent the Company in matters that are directly adverse to Kohler as is our current practice.



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In addition, as a large law firm, there may be instances where you ask us to represent the Company in a matter that involves another existing or new client of the Firm. Or, conversely, the Firm may be asked during the course of our representation of the Company to represent another existing or new client in a matter that involves the Company. In either instance, if the other client's interests and the Company's interests in the matter are directly adverse, the Firm may not handle the matter without your consent. By executing or otherwise affirming the terms of this Agreement, you consent now to such instances in connection with the following types of matters:

- a. Advocacy before federal, state, and local governments and non-judicial governmental entities.
- b. Bankruptcy or insolvency proceedings in which the client may have an interest.
- c. Participation in connection with uncontested intellectual property proceedings before the USPTO, or prosecuting non-interfering IP for another client in a related technology.

As to counseling, advice, and negotiation regarding agreements, rights, or obligations, and preparation of documents, we have agreed to the following: We will not proceed with matters adverse to the Company without the Company's consent as set forth in the applicable Rules of Professional Conduct. However, as to matters arising in the ordinary course, the Company will not unreasonably withhold its consent. Further, if we request a consent in writing from either the General Counsel or the Company attorney who regularly handles the type of work that is the subject of the request and have not received a written response from either the General Counsel or that Company attorney agreeing to give consent or declining the request within two business days, then we may assume that the Company gives its consent. However, the Company will endeavor to respond more quickly than that. As to matters not arising in the ordinary course, while the Company will consider a request for consent, the Company may withhold consent in its discretion.

The Firm agrees that it will not handle directly adverse matters for other clients that are substantially related to any work the Firm performs for the Company.

This consent shall also permit the Firm to represent in the future any other parties who are or become adversely involved in any matters in which the Firm represents the Company, provided that the matters in which the Firm represents those other parties are not substantially related to any work the Firm performs for the Company.

Finally, the parties agree that the Firm's representation will extend to your Subsidiaries listed on Exhibit II, but unless specifically requested by the Company and agreed to by the Firm, the Firm's representation does not extend to your Other Affiliates listed on Exhibit II. Such Other Affiliates are included for informational purposes only. Accordingly, the Firm may represent other



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clients in matters directly adverse to those Other Affiliates without your consent. If the Company requests and the Firm agrees to represent any of such Other Affiliates, then the Firm and the Other Affiliate shall agree to a separate engagement letter relating to such representation. The Firm acknowledges that the Company intends to provide an updated listing of Subsidiaries and Other Affiliates from time to time and that, thereafter, such updated listing shall take the place of the listing attached as Exhibit II.

4. Fees and Billing

The fees and costs for the Matters generally are not predictable. The Company also understands that the payment of the Firm's fees and costs is not contingent upon the outcome of any of the Matters.

a. It is agreed that the Company will compensate us for services, subject to the professional responsibility rules governing our practice, based on the time devoted to the Matters at the hourly rates charged by members of the Firm or based on flat fees to which we have agreed. In our response to the RFP, we proposed certain hourly billing rates and flat fees, depending on the specific Matter. The agreed-upon rates and flat fees, as well as a volume discount, are described on Exhibit III. We will keep those rates and fees fixed for at least a two (2) year period commencing October 1, 2019. Thereafter, those rates may change from time to time. Furthermore, nothing herein will prevent the parties from negotiating alternative fee structures for the Matters in the future, notwithstanding the hourly billing rates described on Exhibit III.

b. We will bill the Company for support services, such as photocopy, messenger and delivery service, online research, travel, word processing, court costs, and search and filing fees. We do not bill long distance telephone charges or for conference calls. If we arrange a video conference on the Company's behalf, we will bill at rates established by the service provider. We currently charge \$.15 per page for photocopies. We charge for word processing or secretarial services only if done on an overtime basis and with the Company's consent. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect our internal costs. It is our policy to provide the most cost effective and efficient support systems available.

c. The Company agrees that in circumstances that we deem appropriate within our judgment we can make arrangements to have the Company billed directly by third parties, or the Company will pay directly invoices which we receive for costs from third parties, such as costs for consultants, appraisers, court reporters, technical support, foreign attorneys, or other parties that render billable services relating to a Matter while the Matter is pending. If arrangements have not been made for direct billing or direct payment by the Company for third-party costs, the Company agrees that we may pay these



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invoices on the Company's behalf after we have first been paid by the Company for such costs.

d. Invoices are normally sent to the Company each month and reflect the services and expenses incurred the previous month. Payment is due promptly upon receipt. We may assess a late charge of 1% per month on any outstanding balance older than 60 days. In addition, subject to our rules of professional responsibility, we may also cease performing services for the Company until satisfactory arrangements have been made for payments of amounts outstanding in excess of 60 days and the payment of future amounts.

5. Certain Agreements

In connection with our engagement, we agree as follows:

We will abide by the Company's Guidelines for Outside Legal Counsel (which are attached as Exhibit IV). To the extent anything contained in this letter directly conflicts with anything in such Guidelines, the Guidelines will control. The Company agrees, however, that notwithstanding anything to the contrary in the Guidelines, the Firm is permitted to retain copies of the client file at its expense pursuant to applicable ethical authority and the Firm's document retention policy contained in Section 8 of this Agreement.

We will submit invoices monthly using the Company's electronic billing system. We understand that any invoices submitted for matters with time entries greater than 90 days will not be accepted unless approved in advance (except in the case of matters that are billed upon completion, which may reflect time incurred over a longer period of time depending on the matter).

6. Limitations of Liability

Foley & Lardner LLP is a limited liability partnership under the laws of Wisconsin. This means the Company's right to recover damages in a legal malpractice action that may exceed our insurance and Firm assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to the Company's claim.

7. Termination of Representation

a. Either of us may terminate this Agreement at any time for any reason by written notice. The Firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, the Firm will take all reasonable and practical steps to protect the Company's interests in the Matters and, at its request, suggest possible new counsel. We will provide new counsel with any papers the Company has given us. If permission from the court is necessary for withdrawal, we will



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promptly apply for it, and the Company will engage new counsel to represent the Company.

b. Unless previously terminated, our representation of the Company in a given Matter will end when we send our final invoice with respect to the Matter. After the Matter ends, there might be changes in laws or regulations that might affect the Company's future rights and liabilities, but the Firm does not have an obligation to continue to advise the Company about future legal developments, unless the Company engages us to do so.

8. Disposition of Files and Records

a. Following the conclusion of a Matter, we will maintain the confidentiality of any of the Company's confidential information provided us in accordance with applicable rules of professional conduct. We will attempt to return to the Company any original documents provided by the Company, or provided by a third party, unless the Company provides written authorization to destroy them.

b. The Firm has internal policies that determine the retention period for closed representation files, which includes all electronic or hard copy records related to the Matters. Therefore, we will retain the files pertaining to a Matter, including material prepared by or for the internal use of our attorneys, for a minimum period of ten (10) years following the conclusion of the Matter. Therefore, if the Company does not request return of this file material prior to the expiration of the retention period, the Firm reserves the right to destroy it at the end of the defined retention period without further notice to the Company. Upon the Company's reasonable request, the Firm will provide such portions of these file materials to the Company as required by the applicable rules of professional responsibility or other legal requirements. Unless applicable rules of professional responsibility require an earlier return, we may retain such file material pending receipt of payment of any outstanding fees or costs. The Firm reserves the right to retain a copy of the Company's representation files.

9. Communication

a. We often send to our clients information about the Firm or legal matters we think might be of interest to them. The Company agrees that we may send the Company this material, either by electronic mail or other means. The Company also agrees that we may communicate with the Company about the Matters by electronic mail on an unencrypted basis.

b. Either at the beginning or during representation, we might express opinions or beliefs concerning the Matters and the results that might be anticipated. Any such



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statement made by us is an expression of opinion only and is not a promise or guarantee of results.

c. The Company agrees that the Firm may list the Company on publicly disclosed lists and other materials as a client that the Firm represents.

10. Arbitration

Any dispute over fees and/or costs (a "Dispute"), including the question of arbitrability of such disputes, will be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that the parties engage in a preliminary non-binding mediation or arbitration regarding fee disputes. Binding arbitration shall be conducted in accordance with the Federal Arbitration Act and Judicial Arbitration and Mediation Service Streamlined Rules & Procedures (the "JAMS Rules"), and shall be kept confidential by the parties, their agents, and the arbitrators. Arbitration shall be held in Milwaukee County, Wisconsin, before an arbitrator selected pursuant to the JAMS Rules who will have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship with either of the parties. All decisions of the arbitrator will be based upon applicable law, be final, binding, and conclusive on the parties.

The parties will equally share the costs of the arbitrator and the arbitration fee (if any). Each party will bear that party's own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration hereunder, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek confirmation of the arbitration award in the Circuit Court for Milwaukee County, Wisconsin, and each party hereby consents to the exclusive jurisdiction and venue of the Circuit Court for Milwaukee County, Wisconsin, in any claim or action arising hereunder. By signing this Agreement containing this provision, the Company agrees to waive any and all rights to a jury trial regarding any Dispute.

Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Please confirm the Company's approval of this Agreement by returning a signed copy. If you do not return a signed copy, but request that the Firm continue working on the Company's behalf after receiving this Agreement, the Company will be deemed to have accepted and agreed to its terms. If the Company has any questions, or if this Agreement does not accurately set forth our arrangement, please let me know.



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We look forward to working with you on the Matters.

Sincerely,

FOLEY & LARDNER LLP

Patrick G. Quick

AGREED AND ACCEPTED:

BRIGGS & STRATTON CORPORATION

By: Kathryn M. Buono

(Authorized Signature)
Vice President,

General Counsel &
Corporate Secretary

(Title)

5/15/20 Effective
(Date) as of 10/1/19

EXHIBIT I

Matters Subject to Engagement Letter

1. Employee Benefits
2. Global Data Security
3. Corporate Governance
4. Credit Transactions
5. General Commercial Contracting/Advice, including Distribution Matters
6. Government Contracting
7. Tax
8. Intellectual Property
 - a. Projects and Disputes, including Litigation
 - b. Patent Preparation and Prosecution
 - c. Trademark Preparation and Prosecution
9. Bankruptcy Consultation / Litigation
10. Consumer (Product) Litigation, Actions and Recalls
11. Commercial Litigation
12. Health & Safety
13. Trade Compliance (Import/Export Controls and Sanctions)
14. Anti-Bribery/Anti-Corruption

EXHIBIT II

Company Subsidiaries and Affiliates

Subsidiaries:

Branco Motores Ltda. (Brazil)
Briggs & Stratton AG (Switzerland)
Briggs & Stratton Australia Pty. Limited (Australia)
Briggs & Stratton Austria Gesellschaft m.b.H. (Austria)
Briggs & Stratton Canada Inc. (Canada)
Briggs & Stratton CZ, s.r.o. (Czech Republic)
Briggs & Stratton (Chongqing) Engine Co., Ltd. (China)
Briggs & Stratton Corporation Foundation, Inc. (Wisconsin)
Briggs & Stratton France (France)
Briggs & Stratton Germany GmbH (Germany)
Briggs & Stratton Iberica, S.L. (Spain)
Briggs & Stratton India Private Limited (India)
Briggs & Stratton International, Inc. (Wisconsin)
Briggs & Stratton International AG (Switzerland)
Briggs & Stratton International Holding B. V. (Netherlands)
Briggs & Stratton Italy S.r.l. (Italy)
Briggs & Stratton Japan K.K. (Japan)
Briggs & Stratton (Malaysia) Sdn. Bhd. (Malaysia)
Briggs & Stratton Mexico S.R.L. de C.V. (Mexico)
Briggs & Stratton Netherlands B.V. (Netherlands)
Briggs & Stratton New Zealand Limited (New Zealand)
Briggs & Stratton RSA (Proprietary) Limited (South Africa)
Briggs & Stratton Limited Liability Company (Russia)
Briggs & Stratton (Shanghai) International Trading Co., Ltd. (China)
Briggs & Stratton Management (Shanghai) Co., Ltd. (China)
Briggs & Stratton Sweden Aktiebolag (Sweden)
Briggs & Stratton Tech, LLC (Wisconsin)
Briggs & Stratton U.K. Limited (United Kingdom)
Allmand Bros., Inc. (Nebraska)
Billy Goat Industries, Inc. (Missouri)
Victa Lawncare Pty. Ltd. (Australia)
Victa Limited (Australia)

Other Affiliates:

Daihatsu – Briggs Co., Ltd. (Japan)
Nikki America Fuel Systems, LLC (Delaware)
Picospray, Inc. (Delaware)
Power Distributors, LLC (Ohio)
Starting USA Corporation (Missouri)

EXHIBIT III

Rates and Discount Structure

See attached fee schedule.

In addition, the Company shall be entitled to a volume discount based on the amount of legal fees paid to Foley during each of the 12-month periods commencing on October 1, 2019 and October 1, 2020, respectively, as follows:

- The volume discount will equal 5% as soon as an aggregate of \$1.25 million has been paid to Foley in either such year and will continue at that rate until either the conclusion of such 12-month period or an increase in the volume discount as described below.
- The volume discount will equal 10% as soon as an aggregate of \$2 million has been paid to Foley in either such year and will continue at that rate until the conclusion of such 12-month period.

For purposes of clarity, the parties acknowledge that expenses reimbursed to Foley during such periods shall not constitute “legal fees paid” for purposes of calculating the volume discounts.

Data Security		
	Hourly	
Role	Name	Discounted Rate
Senior Partner - Lead	Jennifer L. Rathburn	\$620
Senior Counsel	Jennifer J. Hennessy	\$495
Senior Counsel	Nick J. Welle	\$470
Senior Counsel	Steven M. Millendorf	\$540
Mid-Level Associate	Samuel D. Goldstick	\$410
Junior Associate	Thomas E. Chisena	\$360

Genl Commercial & Transactions		
Hourly		
Role	Name	Discounted Rate
Corporate Governance		
Senior Partner - Lead	Patrick G. Quick	\$875
Senior Partner - Lead	Mark T. Plichta	\$720
Mid-Level Associate	Garrett F. Bishop	\$425
Mid-Level Associate	Ashley D. Sinclair	\$365
Junior Associate	Alexis Leineweber	\$305
Senior Paralegal	Cathi Walker	\$265
Credit Transactions		
Senior Partner - Lead	Patricia J. Lane	\$735
Junior Partner	Jeremy R. Polk	\$640
Senior Counsel	Christine L. Rittberg	\$510
Senior Counsel	Louis E. Wahl	\$455
Mid-Level Associate	Brett S. Bellmore	\$320
Junior Associate	Heba Hazzaa	\$320
Senior Paralegal	Carol A. Gunther	\$265
General		
Advice/Distribution		
Senior Partner - Lead	Eric C. Nelson	\$645
Senior Counsel	Kathleen E. Wegrzyn	\$490
Mid-Level Associate	Maximilian W. Traut	\$365
Junior Associate	Heba Hazzaa	\$320
Junior Associate	Ryan M. Riffle	\$305
Senior Paralegal	Carol A. Gunther	\$265
Government Contracting		
Senior Partner - Lead	Erin L. Toomey	\$570
Mid-Level Associate	Micah T. Zomer	\$390
Tax		
Senior Partner - Lead	Timothy L. Voigtman (U.S. matters)	\$725
Senior Partner - Lead	Frederic J. Adam (Intl matters)	\$895
Mid-Level Associate	Jordan J. Bergmann	\$365
Mid-Level Associate	Benjamin B. Genzer	\$320

Intellectual Property (Hourly)		
Hourly		
Role	Name	Discounted Rate
<i>IP Projects and Disputes</i>		
Senior Partner - Lead	Jeffrey S. Gundersen	\$675
Senior Partner	Mark J. Diliberti	\$705
Senior Counsel	Christopher M. King	\$495
Mid-Level Associate	Sarah E. Hyde	\$365
Mid-Level Associate	Julie A. McGinnis	\$395
<i>Marketing</i>		
Senior Partner - Lead	Mark J. Diliberti	\$705
<i>Patent Preparation and Prosecution</i>		
Senior Partner - Lead	Jeffrey S. Gundersen	\$675
Senior Counsel	Christopher M. King	\$495
Mid-Level Associate	Sarah E. Hyde	\$365
Senior Paralegal	George W. Gray	\$230
Senior Paralegal	Michele M. Mathes	\$220
<i>Trademark Preparation and Prosecution</i>		
Senior Partner - Lead	Mark J. Diliberti	\$705
Mid-Level Associate	Julie A. McGinnis	\$395
Junior Associate	Hannah Lutz	\$305
Junior Paralegal	Sara M. Felde	\$195
<i>IP Litigation</i>		
Junior Partner - Lead	Kimberly K. Dodd	\$625
Junior Associate	Sarah E. Rieger	\$320

F&L - Please add Emily Cape and William White where appropriate, with titles and rates.

Patent Fixed Fees		
Task Description	Task Code	Fixed Fee (Costs not Included)
Prepare and file provisional patent application with the U.S. Patent and Trademark Office.	PA310	\$6,000
File complete provisional application provided by Briggs & Stratton for filing.	PA310	\$500
Prepare and file priority nonprovisional patent application with the U.S. Patent and Trademark Office with IDS and assignment.	PA320	\$7,500
Prepare and file nonprovisional application based upon initial provisional application.	PA320	\$3,500
Prepare and file international (PCT) application based upon earlier filed nonprovisional application.	PA320	\$1,500
Prepare and file design patent application, assignment, and IDS with the U.S. Patent and Trademark Office.	PA330	\$3,500
Prepare and file continuing application with assignment and IDS with the U.S. Patent and Trademark Office.	PA350	\$3,000
Prepare and file continuing design application with assignment and IDS with the U.S. Patent and Trademark Office.	PA350	\$1,500
Prepare and file supplemental IDS based upon new art received.	PA410	\$300
Prepare and file preliminary amendment with the U.S. Patent and Trademark Office.	PA420	\$2,500
Assess restriction requirement, make recommendation, and respond to the U.S. Patent and Trademark Office.	PA430	\$750
Assess restriction requirement, make recommendation, and respond to the U.S. Patent and Trademark Office along with substantive amendment to the claims.	PA430	\$2,500
Prepare and file response to Office Action with the U.S. Patent and Trademark Office.	PA430	\$2,500
Conduct substantive Examiner interview.	PA430	\$1,000
Evaluate prior art relied upon by the U.S. Patent and Trademark Office and provide related counsel to Briggs team [used in situations where case is subsequently abandoned].	PA430	\$500
Evaluate Advisory Action, provide recommendation, and prepare and file Request for Continued Examination.	PA430	\$500
Prepare and file pre-appeal brief with the U.S. Patent and Trademark Office.	PA440	\$3,000
Prepare and file appeal brief with the U.S. Patent and Trademark Office.	PA440	\$6,000

Prepare and file reply brief with the U.S. Patent and Trademark Office.	PA440	\$3,000
Perform pre-issue fee due diligence, pay issue fee, and complete legal work through patent grant.	PA430	\$1,500
Evaluate international search report and written opinion and provide related counsel.	PA430	\$500
Prepare and coordinate filing of patent application in outside of the United States based upon priority U.S. application.	PA520 (Paris)	\$1,500
Prepare and file national or regional stage application.	PA520 (PCT)	\$1,500
Prepare and file design application outside of the United States based upon priority U.S. application.	PA530 (Design)	\$1,500
Prepare and file divisional application outside of the United States.	PA550	\$2,000
Evaluate and respond to non-U.S. Office Action.	PA630	\$2,000
Evaluate art cited in European search report and provide counsel prior to substantive examination.	PA630	\$500
Prepare information in support of petition for treatment of foreign application under the Patent Prosecution Highway and coordinate filing of petition.	PA630	\$750
Perform pre-grant due diligence and coordinate legal work through patent grant in a single country outside of the United States.	PA630	\$1,000
Perform pre-grant due diligence and complete legal work through grant in Europe including coordination of validation cases.	PA630	\$2,500
Prepare and file preissuance submission directed to competitor patent application with the U.S. Patent and Trademark Office.	PA440	\$5,000
Commission patentability search, evaluate results, and prepare report.	PA220	\$3,000
Commission patent search, evaluate results, and prepare clearance report for Mr. Lemke.	PA230	Flat fee to be mutually determined after assessment of facts.
Prepare patent opinion.	PA710	Flat fee to be mutually determined after assessment of facts.
Prepare and negotiate IP agreement.	PA740	Flat fee to be mutually determined after assessment of facts.

Trademark Fixed Fees

Item	Description	Activities	Standard Fees (official fees and other third party costs excluded)	Briggs & Stratton Discounted Fees (official fees and other third party costs excluded)
A Trademark Procurement				
A1 U.S. Trademark Searches				
A1.1	Preliminary Screen	Conduct preliminary screen to determine if mark is a good candidate for full clearance; prepare assessment	\$800	\$600
A1.2	Full Search with Oral Opinion	Obtain a full ("comprehensive") search; review search report and issue a verbal opinion	\$2,000	\$1,500
A1.3	Full Search with Written Opinion	Obtain a full ("comprehensive") search; review search report and issue a trademark availability opinion letter	\$3,000	\$2,500
A2 Foreign Trademark Searches				
A2.1	Securing, analyzing and reporting a foreign trademark search	Responsibilities include (per Mark, per country): supervise FA in conducting and analyzing trademark search; review of FA's opinion; provide client with Foley evaluation of FA opinion and recommendation	\$1,200	\$1,000
A3 New U.S. Trademark Applications				
A3.1	Preparation and filing of complete trademark application		\$1,000	\$800
A4 New Foreign Trademark Applications				
A4.1	Prepare FA instructions to file a new foreign trademark application		\$800	\$600
A5 Responses to U.S. Office Actions*				

A5.1	Report Issuance of U.S. Office Action	Analyze Office Action and report to client with recommendations to address	\$900	\$750
A5.2	File responses to U.S. Office Action	Refusals Based on Likelihood of Confusion, Descriptiveness or Genericness; report filing to client	\$2,400	\$2,000
A5.1.2		Refusals Based on Identification of Goods and/or Services, Requests for Clarification or Other Administrative Issues; report filing to client	\$900	\$750
A6 Responses to Foreign Office Actions*				
A6.1	Report Issuance of Foreign Office Action	Analyze local counsel report concerning office action and options to address; report to client with recommendations (includes one follow-up with local counsel as necessary)	\$800	\$600
A6.2	Coordinate Responses to Foreign Office Action	Coordinating response to foreign action, excluding those requiring substantial submissions of supporting evidence; report filing to client	\$900	\$750
A6.3	Extension of Time for Response to Foreign Office Action	Correspond with FA regarding availability of extension; confirm with client and instruct FA to file request; report filing to client	\$450	\$300
A7 Other Trademark Fees				
A7.1	Power of Attorney	Correspond with foreign associate; prepare and file Power of Attorney documents	\$210	\$180
A7.2	Notice of Publication	Review accuracy of Notice of Publication and report to client	\$300	\$200
A7.3	Notice of Allowance	Review accuracy and report to client regarding applicable Statement of Use/Extension deadline	\$300	\$200

A7.4	Issuance Processing	Review accuracy of Certificate of Registration; report to client regarding issuance and maintenance requirements	\$300	\$200
A7.5	Preparation of Extensions of Time to File Statements of Use	Prepare and file extension of time to file Statement of Use; report filing to client	\$750	\$500
A7.5.1	Acceptance of Extension of Time	Review acceptance of extension of time to file Statement of Use	\$300	\$200
A7.6	Preparation of Statements of Use with Extension of Time	Review proposed specimens of use; prepare and file Statement of Use with Extension of Time; report filing to client	\$900	\$750
A7.6.1	Acceptance of Statement of Use	Review acceptance of Statement of Use notice from USPTO; report to client	\$400	\$250
A7.7	Registration Fee Payment	Confirm with client and instruct foreign associate to pay registration fee	\$300	\$200
A7.8	Watch Notice Report	Review watch notice report from vendor or foreign associate and advise client	\$300	\$200
A7.9	Amendment	Prepare and file Amendment for factual correction	\$750	\$500
B Trademark Maintenance				
B1 U.S. Maintenance				
B1.1	Section 8 or Section 15 Filing	Prepare and file Section 8 Declaration of Use or Section 15 Declaration of Incontestability; report filing to client	\$800	\$600
B1.2	Combined Sections 8 & 15 Filing	Prepare and file Combined Section 8 Declaration of Use and Section 15 Declaration of Incontestability; report filing to client	\$900	\$750

B1.3	Section 8 & 9	Prepare and file combined Section 8 Declaration of Use and Section 9 Application for Renewal; report filing to client	\$900	\$700
B2 Foreign Maintenance				
B2.1	Renewal	Provide formality requirements if required; obtain client instructions and forward to foreign associate; report filing to client	\$750	\$500
B2.2	Legalization (First Mark)	Complete legalization requirements per country; report filing	\$750	\$500
B2.2.1	Legalization (Subsequent Marks)	Complete legalization requirements for each subsequent mark per country; report filing to client	\$400	\$250
B2.3	Recordal of Assignment (First Mark)	Provide requisite documentation to client for completing assignment requirements per country; report filing to client	\$750	\$500
B2.3.1	Recordal of Assignment (Subsequent Marks)	Provide requisite documentation to client for completing assignment requirements for each subsequent mark per country; report filing to client	\$400	\$250
B2.3.2	Report Recordal of Assignment	Report recordal of assignment	\$400	\$250
B2.4	Renewal Notice/Certificate	Review correspondence from foreign associate reporting renewal of registration; review renewal notice/certificate; report to client regarding renewal and future maintenance requirements	\$400	\$250

B2.5	Recordal of Change of Address	Prepare and send instructions to foreign associate to record owner's change of address	\$750	\$500
B2.5.1	Report Recordal of Change of Address	Report recordal of change of address	\$400	\$250
C Disputes and Oppositions**				
C1	Prepare Demand Letter	Responsibilities include: initial investigation; evaluation; conference with client regarding strategy; and preparation of demand letter		
C1.2		First letter for Mark	\$6,000	\$5,000
C1.3		Subsequent Third Party users of same Mark	\$4,500	\$3,500
C2	File Initial Notice of Opposition or Petition for Cancellation	Responsibilities include: initial investigation; evaluation; conference with client regarding strategy; and preparation and filing of Notice of Opposition or Petition for Cancellation	\$9,000 (Reduced to \$7,500 if initial investigation conducted in connection with prior demand letter)	\$7,000 (Reduced to \$5,000 if initial investigation conducted in connection with prior demand letter)
C3	File UDRP Complaint	Responsibilities include: initial investigation; evaluation; conference with client regarding strategy; and preparation and filing of complaint with evidence		
C3.1		First UDRP Action for Mark	\$9,000	\$7,000
C3.2		Subsequent Action for Same Mark	\$7,500	\$5,000
C3.3	File Reply to Response	Evaluate Response to DURP complain, advise client and file Reply with Evidence, as necessary	\$4,000	\$3,000
D Abandonment				

D1	U.S. Abandonment	Process instructions to abandon U.S. mark; report Notice of Abandonment to client	\$300	\$200
D2	Foreign Abandonment	Process instructions to abandon mark and instruct foreign associate to close file and issue final invoice	\$300	\$200

	NOTES	<p>*The types of U.S. and foreign Office Actions and the work required to prepare responses thereto vary. Responsibilities for U.S. Office Action responses may include preparing arguments and evidence, conducting research regarding trademark usage, conducting research regarding the treatment of particular term by the relevant industry or public, conducting research regarding the treatment of a particular term by the Trademark Trial and Appeal Board or court and/or interviewing the client and/or the in-house business team. Similarly, responsibilities for foreign Office Action responses may include coordinating with and reviewing the FA's arguments and approach, organizing and compiling the necessary evidence to overcome the refusal and/or conducting research regarding the owner of the mark cited as an obstacle to registration. To the extent we believe a particular action or issue would greatly exceed the flat/fixd fee (e.g. by 30% or more), we would discuss the refusal with you, explain our reasons for the anticipated divergence and agree on a new flat/fixd/not-to-exceed fee for that case.</p>	<p>**Given the variety and nature of third party adversarial actions and enforcement issues, we have listed above the tasks that we believe, at least preliminarily, are particularly well suited for a flat/fixd fee proposal, based on our experience, the nature of the proposed action and the nature of the responsibilities entailed to complete the initial action. We realize that managing costs is extremely important and we will work closely with you to prepare appropriate budgets and strategic plans, including other flat/fixd and alternative fee structures as appropriate.</p>	
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Litigation		
Hourly		
Role	Name	Discounted Rate
<i>Bankruptcy Litigation</i>		
Junior Partner - Lead	Matthew D. Lee	\$520
Senior Partner - Lead	Joanne L. Molinaro	\$685
Senior Counsel	Rachel M. Blise	\$495
Mid-Level Associate	Timothy C. Mohan	\$455
Mid-Level Associate	Carly Everhardt	\$400
Junior Associate	Joseph S. Harper	\$335
Senior Paralegal	Dianne Nichols	\$245
<i>Consumer Action Litigation</i>		
Junior Partner - Lead	Jennifer M. Keas	\$655
Senior Counsel	Eric J. Hatchell	\$470
Mid-Level Associate	Samantha A. Robbins	\$435
Junior Associate	Kelsey C. Boehm	\$340
Junior Associate	Kendall E. Waters	\$390
<i>Commercial Litigation</i>		
Junior Partner - Lead	Trent M. Johnson	\$520
Senior Partner - Lead	Elizabeth A. Haas	\$530
Senior Counsel	Kristina J. Matic	\$475
Junior Associate	Timothy J. Patterson	\$395
Junior Associate	Jesse L. Byam-Katzman	\$330
<i>IP Litigation - see the Intellectual Property tab</i>		

Regulatory		
Hourly		
Role	Name	Discounted Rate
Product Claims/Recalls		
Senior Partner - Lead	Trevor J. Will	\$545
Senior Partner	Erik K. Swanholt	\$810
Mid-Level Associate	Chelsey B. Metcalf	\$365
Junior Associate	Alyssa L. Titcher	\$390
Health and Safety		
Senior Partner - Lead	Erik K. Swanholt	\$810
Senior Partner	Christopher H. Grigorian	\$845
Import/Export Controls and Economic Sanctions		
Senior Partner - Lead	Christopher Swift	\$775
Mid-Level Associate	Kristen M. Maryn	\$510
Junior Associate	Sarah E. Howard	\$360
Junior Associate	Ashley A. Gifford	\$360
Anti-Bribery/Anti-Corruption		
Senior Partner - Lead	David W. Simon	\$750
Fixed Fee Proposal		
Task Description	Rate	
FCPA/anti-bribery counseling	\$15,000 annually*	
	*Excludes written opinions, due diligence, investigations, responses to violations or enforcement actions, and the like – throughout the engagement period.	

Product Liability		
Hourly		
Role	Name	Discounted Rate
Senior Partner - Lead	Jeffrey A. Soble	\$660
Junior Partner	Lauren M. Loew	\$615
Partner	Trevor J. Will	\$545
Senior Counsel	Lori L. Taylor	\$545
Senior Associate	Lauren A. Champaign	\$525
Mid-Level Associate	Katlin C. Cravatta	\$345
Junior Associate	Hayley L. Altabef	\$340
Junior Associate	Abigail K. Drake	\$335

Note on Pricing: Not every Product Liability matter is the same. The size of the claim, the legal issues and the jurisdiction all impact the value to a client. Therefore, Foley believes in flexible pricing of legal fees for these matters. To achieve such flexible pricing, we offer a team of eight lawyers at various levels of experience. This means that there is great variance in the hourly rates of our team. For claims with lower values and less complex legal issues, our junior attorneys will handle the majority of a case under more senior supervision. As claim sizes increase or legal issues become more complex or important to B&S, our senior lawyers will become more active in a case. The result of this is that the effective hourly rate of our services will always be lower on smaller, less complex cases. Additionally, Foley staffs cases leanly – typically with one junior lawyer and one supervising lawyer. This lean staffing leads to fewer names appearing on invoices, fewer attorneys involved for short periods of time on a matter, and lower overall bills. For larger cases – typically with a claim of over \$1M (but not always) – we will add a third team member to a matter. What this means is that the value of Foley's legal services is best measured in its efficiency, its staffing, and its effective hourly rate. The smaller the case, the lower the effective hourly rate will be and the less that B&S will pay.

AFA: Foley has experience with a wide variety of Alternative Fee Agreements (AFAs). In our experience, the best AFAs are tailored to the client and the specifically defined portfolio of legal work covered, resulting in a partnership of shared risk, reward and cost certainty between Foley and its clients. We have successfully implemented a variety of AFAs for litigation, including product liability litigation. For example:

- Defined disputes are handled for one annual flat fee;
- Defined phases of litigation are handled for flat fees;
- Annual flat fees with "hold backs" to be awarded as performance bonuses (if earned);
- Annual flat fee for litigation tied to minimum amounts of other legal work awarded (corporate, M&A, etc.);
- Defined, commoditized litigation for per matter flat fee (or annual flat fee) with non-commoditized litigation handled hourly; and
- Mixtures of one or more of these AFA arrangements, potentially combined with blended rates and/or staged, volume-based or other discounts.

The challenges for any law firm and client include adequately defining what work is covered by the AFA and determining pricing for the AFA that meets the needs of the client. Some of the questions about which we inquire to determine pricing proposals when it comes to litigation include:

- Expected number, scope, jurisdiction and claim size of matters covered by the AFA;
- Historical spend per matter, including (if available) the leverage achieved or expected;
- Outcome of matters, including at what stage they were resolved and in what manner they were resolved;
- Whether third-party costs will be covered by the AFA or billed directly to the client; and
- Whether litigation support/document production & management will be covered by the AFA, and, if so, the historical magnitude of such work.

Foley is confident that with the necessary information, our data driven approach and experience can lead us to propose an AFA that provides B&S cost savings, cost certainty, and a true law firm partner.