

No. 14-1746

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT**

SD3, LLC and SAWSTOP, LLC,

Plaintiffs-Appellants,

v.

BLACK & DECKER (U.S.), INC., ET AL.,

Defendants-Appellees

On Appeal from the United States District Court
for the Eastern District of Virginia,
Case No. 14-cv-00191-CMH-IDD
The Honorable Claude M. Hilton, United States District Judge

APPENDIX

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U.S. District Court
Eastern District of Virginia - (Alexandria)
CIVIL DOCKET FOR CASE #: 1:14-cv-00191-CMH-IDD

SD3, LLC et al v. Black & Decker (U.S.), Inc. et al
Assigned to: District Judge Claude M. Hilton
Referred to: Magistrate Judge Ivan D. Davis
Case in other court: 4th Circuit, 14-01746
Cause: 15:1 Antitrust Litigation

Date Filed: 02/20/2014
Date Terminated: 07/15/2014
Jury Demand: Plaintiff
Nature of Suit: 410 Anti-Trust
Jurisdiction: Federal Question

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Date Filed	#	Docket Text
02/20/2014	<u>1</u>	COMPLAINT against All Defendants (Filing fee \$ 400, receipt number 14683041895.), filed by SD3, LLC, SawStop LLC. (Attachments: # <u>1</u> Civil Cover Sheet, # <u>2</u> Receipt)(gwalk,) (Entered: 02/25/2014)
02/21/2014	<u>2</u>	Summons Issued as to All Defendants for SPS. (gwalk,) (Entered: 02/25/2014)
03/05/2014	<u>3</u>	NOTICE of Appearance by Michael J. Lockerby on behalf of Pentair Corporation (Lockerby, Michael) (Entered: 03/05/2014)
03/11/2014	<u>4</u>	NOTICE of Appearance by Mary Declan Hallerman on behalf of Hitachi Koki USA Ltd. (Hallerman, Mary) (Entered: 03/11/2014)
03/11/2014	<u>5</u>	Financial Interest Disclosure Statement (Local Rule 7.1) by Hitachi Koki USA Ltd.. (Hallerman, Mary) (Entered: 03/11/2014)
03/11/2014	<u>6</u>	NOTICE of Appearance by Bernard Joseph DiMuro on behalf of Black & Decker (U.S.), Inc., Black & Decker Corporation, DeWALT Industrial Tools, Porter-Cable Corporation, Stanley Black & Decker, Inc. (DiMuro, Bernard) (Entered: 03/11/2014)
03/11/2014	<u>7</u>	Financial Interest Disclosure Statement (Local Rule 7.1) by Black & Decker (U.S.), Inc., Black & Decker Corporation, DeWALT Industrial Tools, Porter-Cable Corporation, Stanley Black & Decker, Inc.. (DiMuro, Bernard) (Entered: 03/11/2014)
03/11/2014	<u>8</u>	Motion to appear Pro Hac Vice by John David Harkrider and Certification of Local Counsel Bernard J. DiMuro Filing fee \$ 75, receipt number 0422-3881072. by Black & Decker (U.S.), Inc., Black & Decker Corporation, DeWALT

		Industrial Tools, Porter-Cable Corporation, Stanley Black & Decker, Inc.. (DiMuro, Bernard) (Entered: 03/11/2014)
03/11/2014	9	Motion to appear Pro Hac Vice by Richard Brian Dagen and Certification of Local Counsel Bernard J. DiMuro Filing fee \$ 75, receipt number 0422-3881088. by Black & Decker (U.S.), Inc., Black & Decker Corporation, DeWALT Industrial Tools, Porter-Cable Corporation, Stanley Black & Decker, Inc.. (DiMuro, Bernard) (Entered: 03/11/2014)
03/11/2014	10	CERTIFICATE of Service re 4 Notice of Appearance by Mary Declan Hallerman on behalf of Hitachi Koki USA Ltd. (Hallerman, Mary) (Entered: 03/11/2014)
03/11/2014	11	CERTIFICATE of Service re 5 Financial Disclosure Statement by Mary Declan Hallerman on behalf of Hitachi Koki USA Ltd. (Hallerman, Mary) (Entered: 03/11/2014)
03/11/2014	12	Motion to appear Pro Hac Vice by Carrie G, Amezcua and Certification of Local Counsel Mary Hallerman Filing fee \$ 75, receipt number 0422-3881130. by Hitachi Koki USA Ltd.. (Attachments: # 1 Certificate of Service)(Hallerman, Mary) (Entered: 03/11/2014)
03/11/2014	13	Motion to appear Pro Hac Vice by Paul Devinsky and Certification of Local Counsel Mary Hallerman Filing fee \$ 75, receipt number 0422-3881187. by Hitachi Koki USA Ltd.. (Attachments: # 1 Certificate of Service)(Hallerman, Mary) (Entered: 03/11/2014)
03/11/2014	14	Motion to appear Pro Hac Vice by Lincoln Mayer and Certification of Local Counsel Mary Hallerman Filing fee \$ 75, receipt number 0422-3881203. by Hitachi Koki USA Ltd.. (Attachments: # 1 Certificate of Service)(Hallerman, Mary) (Entered: 03/11/2014)
03/11/2014	15	Motion to appear Pro Hac Vice by Stefan Matthew Meisner and Certification of Local Counsel Mary Hallerman Filing fee \$ 75, receipt number 0422-3881210. by Hitachi Koki USA Ltd.. (Attachments: # 1 Certificate of Service)(Hallerman, Mary) (Entered: 03/11/2014)
03/11/2014	16	Motion to appear Pro Hac Vice by Lisa Peterson and Certification of Local Counsel Mary Hallerman Filing fee \$ 75, receipt number 0422-3881260. by Hitachi Koki USA Ltd.. (Attachments: # 1 Certificate of Service)(Hallerman, Mary) (Entered: 03/11/2014)
03/12/2014	17	NOTICE of Appearance by Nicholas Carlson Margida on behalf of Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc. (Margida, Nicholas) (Entered: 03/12/2014)
03/12/2014	18	NOTICE of Appearance by Marguerite Mitchell Sullivan on behalf of Emerson Electric Company, Inc. (Sullivan, Marguerite) (Entered: 03/12/2014)
03/12/2014	19	Motion to appear Pro Hac Vice by Carrie G. Amezcua and Certification of Local Counsel Mary Hallerman by Hitachi Koki USA Ltd.. (Hallerman, Mary) (Entered: 03/12/2014)
03/12/2014	20	Motion to appear Pro Hac Vice by Paul Devinsky and Certification of Local

		Counsel Mary Hallerman by Hitachi Koki USA Ltd.. (Hallerman, Mary) (Entered: 03/12/2014)
03/12/2014	21	Motion to appear Pro Hac Vice by Lincoln Mayer and Certification of Local Counsel Mary Hallerman by Hitachi Koki USA Ltd.. (Hallerman, Mary) (Entered: 03/12/2014)
03/12/2014	22	Motion to appear Pro Hac Vice by Stefan Matthew Meisner and Certification of Local Counsel Mary Hallerman by Hitachi Koki USA Ltd.. (Hallerman, Mary) (Entered: 03/12/2014)
03/12/2014	23	Motion to appear Pro Hac Vice by Lisa Peterson and Certification of Local Counsel Mary Hallerman by Hitachi Koki USA Ltd.. (Hallerman, Mary) (Entered: 03/12/2014)
03/12/2014	26	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Black & Decker (U.S.), Inc. served on 2/26/2014, answer due 3/19/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	27	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Black & Decker Corporation served on 2/25/2014, answer due 3/18/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	30	SUMMONS Returned Executed by SD3, LLC, SawStop LLC DeWALT Industrial Tools served on 2/25/2014, answer due 3/18/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	31	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Emerson Electric Company, Inc. served on 2/27/2014, answer due 3/20/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	32	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Hitachi Koki USA Ltd. served on 2/25/2014, answer due 3/18/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	33	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Makita USA, Inc. served on 2/26/2014, answer due 3/19/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	34	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Milwaukee Electric Tool Corp. served on 2/25/2014, answer due 3/18/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	35	SUMMONS Returned Executed by SD3, LLC, SawStop LLC One World Technologies Inc. served on 2/25/2014, answer due 3/18/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	36	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Pentair Corporation served on 2/25/2014, answer due 3/18/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	37	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Porter-Cable Corporation served on 2/27/2014, answer due 3/20/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	38	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Robert Bosch Tool Corporation served on 2/26/2014, answer due 3/19/2014 (gwalk,) (Entered: 03/13/2014)

03/12/2014	39	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Ryobi Technologies, Inc. served on 2/26/2014, answer due 3/19/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	40	SUMMONS Returned Executed by SD3, LLC, SawStop LLC SKIL Power Tools served on 2/26/2014, answer due 3/19/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	41	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Stanley Black & Decker, Inc. served on 2/25/2014, answer due 3/18/2014 (gwalk,) (Entered: 03/13/2014)
03/12/2014	42	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Techtronic Industries North America, Inc. served on 2/26/2014, answer due 3/19/2014 (gwalk,) (Entered: 03/13/2014)
03/13/2014	24	Consent MOTION for Extension of Time to File Answer re 1 Complaint by Black & Decker (U.S.), Inc., Black & Decker Corporation, DeWALT Industrial Tools, Emerson Electric Company, Inc., Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Pentair Corporation, Porter-Cable Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc.. (Attachments: # 1 Proposed Order)(DiMuro, Bernard) (Entered: 03/13/2014)
03/13/2014	25	Waiver of re 24 Consent MOTION for Extension of Time to File Answer re 1 Complaint by Black & Decker (U.S.), Inc., Black & Decker Corporation, DeWALT Industrial Tools, Emerson Electric Company, Inc., Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Pentair Corporation, Porter-Cable Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc. (DiMuro, Bernard) (Entered: 03/13/2014)
03/13/2014	28	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Delta Power Equipment Corp. served on 2/26/2014, answer due 3/19/2014 (gwalk,) (Entered: 03/13/2014)
03/13/2014	29	Financial Interest Disclosure Statement (Local Rule 7.1) by Pentair Corporation. (Lockerby, Michael) (Entered: 03/13/2014)
03/13/2014	43	ORDER granting 8 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/13/14. (gwalk,) (Entered: 03/13/2014)
03/13/2014	44	ORDER granting 9 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/13/14. (gwalk,) (Entered: 03/13/2014)
03/13/2014	45	ORDER granting 19 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/13/14. (gwalk,) (Entered: 03/13/2014)
03/13/2014	46	ORDER granting 20 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/13/14. (gwalk,) (Entered: 03/13/2014)
03/13/2014	47	ORDER granting 21 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/13/14. (gwalk,) (Entered: 03/13/2014)
03/13/2014	48	ORDER granting 22 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/13/14. (gwalk,) (Entered: 03/13/2014)

03/13/2014	49	ORDER granting 23 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/13/14. (gwalk,) (Entered: 03/13/2014)
03/13/2014	50	ORDER granting 24 Motion for Extension of Time to Answer Black & Decker (U.S.), Inc. answer due 4/10/2014; Black & Decker Corporation answer due 4/10/2014; DeWALT Industrial Tools answer due 4/10/2014; Emerson Electric Company, Inc. answer due 4/10/2014; Hitachi Koki USA Ltd. answer due 4/10/2014; Makita USA, Inc. answer due 4/10/2014; Milwaukee Electric Tool Corp. answer due 4/10/2014; OWT Industries, Inc, answer due 4/10/2014; One World Technologies Inc. answer due 4/10/2014; Pentair Corporation answer due 4/10/2014; Porter-Cable Corporation answer due 4/10/2014; Ryobi Technologies, Inc. answer due 4/10/2014; Stanley Black & Decker, Inc. answer due 4/10/2014; Techtronic Industries North America, Inc. answer due 4/10/2014. THIS RELIEF WILL NOT DELAY ISSUANCE OF THE INITIAL SCHEDULING ORDER. Signed by Magistrate Judge Thomas Rawles Jones, Jr on 3/13/14. (gwalk,) (Entered: 03/13/2014)
03/13/2014	51	Motion to appear Pro Hac Vice by James Kress and Certification of Local Counsel Nicholas Margida Filing fee \$ 75, receipt number 0422-3885460. by Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc.. (Margida, Nicholas) (Entered: 03/13/2014)
03/13/2014	52	Motion to appear Pro Hac Vice by Paul Cuomo and Certification of Local Counsel Nicholas Margida Filing fee \$ 75, receipt number 0422-3885487. by Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc.. (Margida, Nicholas) (Entered: 03/13/2014)
03/13/2014	53	MOTION for Extension of Time to Respond to Complaint and Expedited Consideration (UNOPPOSED) by Robert Bosch Tool Corporation, SKIL Power Tools. (Attachments: # 1 Proposed Order)(Foster, David) (Entered: 03/13/2014)
03/14/2014		Case Reassigned to Magistrate Judge Ivan D. Davis. Magistrate Judge Thomas Rawles Jones, Jr no longer assigned to the case. (cmar,) (Entered: 03/14/2014)
03/14/2014	54	Motion to appear Pro Hac Vice by Layne Edwin Kruse and Certification of Local Counsel David M. Foster Filing fee \$ 75, receipt number 0422-3885835. by Robert Bosch Tool Corporation, SKIL Power Tools. (Foster, David) (Entered: 03/14/2014)
03/14/2014	55	Motion to appear Pro Hac Vice by Eliot Fielding Turner and Certification of Local Counsel David M. Foster Filing fee \$ 75, receipt number 0422-3885844. by Robert Bosch Tool Corporation, SKIL Power Tools. (Foster, David) (Entered: 03/14/2014)
03/14/2014	56	Motion to appear Pro Hac Vice by Scott Hansen and Certification of Local Counsel Nicholas Margida Filing fee \$ 75, receipt number 0422-3885959. by Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc.. (Margida, Nicholas) (Entered: 03/14/2014)
03/14/2014	57	Motion to appear Pro Hac Vice by James Law and Certification of Local Counsel

		Nicholas Margida Filing fee \$ 75, receipt number 0422-3885966. by Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc.. (Margida, Nicholas) (Entered: 03/14/2014)
03/14/2014	58	Financial Interest Disclosure Statement (Local Rule 7.1) by Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc.. (Margida, Nicholas) (Entered: 03/14/2014)
03/14/2014	59	ORDER granting 53 Motion for Extension of Time to File. Signed by Magistrate Judge Ivan D. Davis on 3/14/14. (gwalk,) (Entered: 03/14/2014)
03/17/2014	60	Motion to appear Pro Hac Vice by Joel Davidow and Certification of Local Counsel Daniel Cohen Filing fee \$ 75, receipt number 0422-3887699. by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 03/17/2014)
03/17/2014	61	Motion to appear Pro Hac Vice by Jennifer E. Kelly and Certification of Local Counsel Daniel Cohen Filing fee \$ 75, receipt number 0422-3887725. by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 03/17/2014)
03/17/2014	62	Motion to appear Pro Hac Vice by Jonathan W. Cuneo and Certification of Local Counsel Daniel Cohen Filing fee \$ 75, receipt number 0422-3887735. by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 03/17/2014)
03/17/2014	63	Motion to appear Pro Hac Vice by Matthew Miller and Certification of Local Counsel Daniel Cohen Filing fee \$ 75, receipt number 0422-3887740. by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 03/17/2014)
03/17/2014	64	Financial Interest Disclosure Statement (Local Rule 7.1) by Robert Bosch Tool Corporation, SKIL Power Tools. (Foster, David) (Entered: 03/17/2014)
03/17/2014	65	Motion to appear Pro Hac Vice by Christopher St. John Yates and Certification of Local Counsel Marguerite M. Sullivan Filing fee \$ 75, receipt number 0422-3888349. by Emerson Electric Company, Inc.. (Sullivan, Marguerite) (Entered: 03/17/2014)
03/17/2014	66	Motion to appear Pro Hac Vice by Timothy Leo O'Mara and Certification of Local Counsel Marguerite M. Sullivan Filing fee \$ 75, receipt number 0422-3888361. by Emerson Electric Company, Inc.. (Sullivan, Marguerite) (Entered: 03/17/2014)
03/18/2014	67	NOTICE of Appearance by Jason Cameron Hicks on behalf of Delta Power Equipment Corp. (Hicks, Jason) (Entered: 03/18/2014)
03/18/2014	68	MOTION for Extension of Time to File Answer by Delta Power Equipment Corp.. (Attachments: # 1 Proposed Order)(Hicks, Jason) (Entered: 03/18/2014)
03/18/2014	69	Waiver of re 68 MOTION for Extension of Time to File Answer <i>Hearing</i> by Delta Power Equipment Corp. (Hicks, Jason) (Entered: 03/18/2014)
03/18/2014	70	Financial Interest Disclosure Statement (Local Rule 7.1) by Delta Power Equipment Corp.. (Hicks, Jason) (Entered: 03/18/2014)
03/19/2014	71	ORDER granting 68 Motion for Extension of Time to Answer Delta Power Equipment Corp. answer due 4/10/2014.. Signed by Magistrate Judge Ivan D.

		Davis on 3/19/2014. (Davis, Ivan) (Entered: 03/19/2014)
03/21/2014	72	NOTICE of Appearance by Elizabeth Anne Scully on behalf of Makita USA, Inc. (Scully, Elizabeth) (Entered: 03/21/2014)
03/21/2014	73	Financial Interest Disclosure Statement (Local Rule 7.1) by Makita USA, Inc.. (Scully, Elizabeth) (Entered: 03/21/2014)
03/21/2014	74	NOTICE of Appearance by Katherine Lea Mcknight on behalf of Makita USA, Inc. (Mcknight, Katherine) (Entered: 03/21/2014)
03/21/2014	75	Financial Interest Disclosure Statement (Local Rule 7.1) by Emerson Electric Company, Inc.. (Sullivan, Marguerite) (Entered: 03/21/2014)
03/24/2014	76	ORDER granting 51 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	77	ORDER granting 52 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	78	ORDER granting 54 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	79	ORDER granting 55 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	80	ORDER granting 56 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	81	ORDER granting 57 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	82	ORDER granting 60 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	83	ORDER granting 61 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	84	ORDER granting 62 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	85	ORDER granting 63 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	86	ORDER granting 65 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	87	ORDER granting 66 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/24/14. (gwalk,) (Entered: 03/24/2014)
03/24/2014	88	Motion to appear Pro Hac Vice by Lee Simowitz and Certification of Local Counsel Katherine L. McKnight Filing fee \$ 75, receipt number 0422-3897916. by Makita USA, Inc.. (Mcknight, Katherine) (Entered: 03/24/2014)
03/25/2014	89	Consent MOTION to Withdraw as Attorney by Delta Power Equipment Corp.. (Attachments: # 1 Proposed Order)(Hicks, Jason) (Entered: 03/25/2014)
03/25/2014	90	Waiver of re 89 Consent MOTION to Withdraw as Attorney by Delta Power

		Equipment Corp. (Hicks, Jason) (Entered: 03/25/2014)
03/26/2014	91	ORDER granting 89 Motion to Withdraw as Attorney. Attorney Jason Cameron Hicks terminated. Signed by District Judge Claude M. Hilton on 3/26/14. (gwalk,) (Entered: 03/26/2014)
03/26/2014	92	ORDER granting 88 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 3/26/14. (gwalk,) (Entered: 03/27/2014)
03/31/2014	93	NOTICE of Appearance by Robert Neal Cook on behalf of Delta Power Equipment Corp. (Cook, Robert) (Entered: 03/31/2014)
04/02/2014	94	Summons Returned Unexecuted by SD3, LLC, SawStop LLC as to Chang Type Industrial Co.,Ltd., Hitachi Koki Co., Ltd., Makita Corporation, Techtronic Industries, Co., Ltd.. (gwalk,) (Entered: 04/03/2014)
04/02/2014	95	Summons Issued as to Chang Type Industrial Co.,Ltd., Hitachi Koki Co., Ltd., Makita Corporation, Techtronic Industries, Co., Ltd. mailed express mail pursuant to Federal Rule of Civil Procedure 4(f)(2)(C)(ii) (gwalk,) (Entered: 04/03/2014)
04/04/2014	96	MOTION to Withdraw as Attorney <i>Lincoln Mayer</i> by Hitachi Koki USA Ltd.. (Hallerman, Mary) (Entered: 04/04/2014)
04/04/2014	97	Waiver of re 96 MOTION to Withdraw as Attorney <i>Lincoln Mayer</i> by Hitachi Koki USA Ltd. (Hallerman, Mary) (Entered: 04/04/2014)
04/04/2014	98	MOTION to Dismiss for Failure to State a Claim by Pentair Corporation. (Attachments: # 1 Proposed Order Dismissing Pentair With Prejudice)(Lockerby, Michael) (Entered: 04/04/2014)
04/04/2014	99	Memorandum in Support re 98 MOTION to Dismiss for Failure to State a Claim filed by Pentair Corporation. (Lockerby, Michael) (Entered: 04/04/2014)
04/04/2014	100	Notice of Hearing Date set for 4/18/2014 re 98 MOTION to Dismiss for Failure to State a Claim (Lockerby, Michael) (Entered: 04/04/2014)
04/07/2014		Set Deadlines as to 98 MOTION to Dismiss for Failure to State a Claim . Motion Hearing set for 4/18/2014 at 10:00 AM in Alexandria Courtroom 800 before District Judge Claude M. Hilton. (clar,) (Entered: 04/07/2014)
04/08/2014	101	ORDER granting 96 Motion to Withdraw as Attorney.. Signed by District Judge Claude M. Hilton on 4/8/14. (gwalk,) (Entered: 04/09/2014)
04/10/2014	102	MOTION to Dismiss for Failure to State a Claim by Delta Power Equipment Corp.. (Attachments: # 1 Proposed Order)(Cook, Robert) (Entered: 04/10/2014)
04/10/2014	103	Memorandum in Support re 102 MOTION to Dismiss for Failure to State a Claim filed by Delta Power Equipment Corp.. (Cook, Robert) (Entered: 04/10/2014)
04/10/2014	104	Notice of Hearing Date set for 5/2/2014 re 102 MOTION to Dismiss for Failure to State a Claim (Cook, Robert) (Entered: 04/10/2014)
04/10/2014	105	Motion to appear Pro Hac Vice by Steven P. Bogart and Certification of Local Counsel Nicholas Margida Filing fee \$ 75, receipt number 0422-3921022. by Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc..

		(Margida, Nicholas) (Entered: 04/10/2014)
04/10/2014	106	MOTION to Dismiss for Failure to State a Claim by Emerson Electric Company, Inc.. (Attachments: # 1 Proposed Order)(Sullivan, Marguerite) (Entered: 04/10/2014)
04/10/2014	107	Memorandum in Support re 106 MOTION to Dismiss for Failure to State a Claim filed by Emerson Electric Company, Inc.. (Attachments: # 1 Exhibit 1)(Sullivan, Marguerite) (Entered: 04/10/2014)
04/10/2014	108	Notice of Hearing Date set for May 2, 2014 re 106 MOTION to Dismiss for Failure to State a Claim (Sullivan, Marguerite) (Entered: 04/10/2014)
04/10/2014	109	Joint MOTION to Dismiss for Failure to State a Claim <i>Upon Which Relief Can Be Granted</i> by Black & Decker (U.S.), Inc., Black & Decker Corporation, DeWALT Industrial Tools, Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Porter-Cable Corporation, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., SKIL Power Tools, Stanley Black & Decker, Inc., Techtronic Industries North America, Inc.. (Attachments: # 1 Proposed Order)(DiMuro, Bernard) (Entered: 04/10/2014)
04/10/2014	110	MOTION to Dismiss for Failure to State a Claim by Hitachi Koki USA Ltd.. (Attachments: # 1 Proposed Order Proposed Order)(Hallerman, Mary) (Entered: 04/10/2014)
04/10/2014	111	Memorandum in Support re 110 MOTION to Dismiss for Failure to State a Claim filed by Hitachi Koki USA Ltd.. (Hallerman, Mary) (Entered: 04/10/2014)
04/10/2014	112	Memorandum in Support re 109 Joint MOTION to Dismiss for Failure to State a Claim <i>Upon Which Relief Can Be Granted</i> filed by Black & Decker (U.S.), Inc., Black & Decker Corporation, DeWALT Industrial Tools, Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Porter-Cable Corporation, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., SKIL Power Tools, Stanley Black & Decker, Inc., Techtronic Industries North America, Inc.. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3)(DiMuro, Bernard) (Entered: 04/10/2014)
04/10/2014	113	Notice of Hearing Date <i>set for May 2, 2014</i> re 110 MOTION to Dismiss for Failure to State a Claim (Hallerman, Mary) (Entered: 04/10/2014)
04/10/2014	114	Notice of Hearing Date set for May 2, 2014 @ 10:00 a.m. re 109 Joint MOTION to Dismiss for Failure to State a Claim <i>Upon Which Relief Can Be Granted</i> (DiMuro, Bernard) (Entered: 04/10/2014)
04/10/2014	115	Summons Returned Unexecuted by SD3, LLC, SawStop LLC as to Robert Bosch GmbH. (gwalk,) (Entered: 04/11/2014)
04/10/2014	116	Summons Issued as to Robert Bosch GmbH for SPS. (gwalk,) (Entered: 04/11/2014)
04/11/2014		Set Deadlines as to 109 Joint MOTION to Dismiss for Failure to State a Claim <i>Upon Which Relief Can Be Granted</i> , 102 MOTION to Dismiss for Failure to State a Claim, 110 MOTION to Dismiss for Failure to State a Claim, 106 MOTION to Dismiss for Failure to State a Claim. Motion Hearing set for 5/2/2014 at 10:00 AM in Alexandria Courtroom 800 before District Judge Claude M. Hilton. (clar,)

		(Entered: 04/11/2014)
04/11/2014	117	ORDER granting 105 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 4/11/2014. (rban,) (Entered: 04/11/2014)
04/14/2014		Reset Deadlines as to 98 MOTION to Dismiss for Failure to State a Claim . Motion Hearing set for 5/2/2014 at 10:00 AM in Alexandria Courtroom 800 before District Judge Claude M. Hilton. (Per CMH chambers) (clar,) (Entered: 04/14/2014)
04/17/2014	118	NOTICE of Appearance by Stephen Michael Ng on behalf of Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc. (Ng, Stephen) (Entered: 04/17/2014)
04/22/2014	119	CONSENT ORDER. Signed by Magistrate Judge Ivan D. Davis on 4/22/14. (see order for details).(gwalk,) (Entered: 04/22/2014)
04/23/2014	121	SUMMONS Returned Executed by SD3, LLC, SawStop LLC Chang Type Industrial Co.,Ltd. served on 4/7/2014, answer due 4/28/2014; Hitachi Koki Co., Ltd. served on 4/8/2014, answer due 4/29/2014; Makita Corporation served on 4/9/2014, answer due 4/30/2014; Techtronic Industries, Co., Ltd. served on 4/7/2014, answer due 4/28/2014 (gwalk,) (Entered: 04/28/2014)
04/24/2014	120	AMENDED COMPLAINT with Jury Demand (<i>First Amended Complaint</i>) against Black & Decker (U.S.), Inc., Black & Decker Corporation, Chang Type Industrial Co.,Ltd., Delta Power Equipment Corp., Emerson Electric Company, Hitachi Koki Co., Ltd., Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Pentair Inc., Robert Bosch GmbH, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc., Techtronic Industries, Co., Ltd., Pentair Water Group, Inc., filed by SD3, LLC, SawStop LLC.(Cohen, Daniel) Modified text on 4/25/2014 (klau,). Modified text on 4/25/2014 (klau,). (Entered: 04/24/2014)
04/28/2014	122	NOTICE of Appearance by Robert Neal Cook on behalf of Chang Type Industrial Co.,Ltd. (Cook, Robert) (Entered: 04/28/2014)
04/28/2014	123	Consent MOTION for Extension of Time to File Answer <i>or Otherwise Respond</i> by Chang Type Industrial Co.,Ltd.. (Attachments: # 1 Proposed Order)(Cook, Robert) (Entered: 04/28/2014)
04/28/2014	124	Waiver of re 123 Consent MOTION for Extension of Time to File Answer <i>or Otherwise Respond (Waiver of Hearing)</i> by Chang Type Industrial Co.,Ltd. (Cook, Robert) (Entered: 04/28/2014)
04/28/2014	125	Financial Interest Disclosure Statement (Local Rule 7.1) by Chang Type Industrial Co.,Ltd.. (Cook, Robert) (Entered: 04/28/2014)
04/29/2014	126	Waiver of re 98 MOTION to Dismiss for Failure to State a Claim (<i>Notice of Intent to Amend Motion to Dismiss and Waiver of Oral Argument on Pending Motion</i>) by Pentair Corporation (Lockerby, Michael) (Entered: 04/29/2014)
04/29/2014	127	NOTICE of Appearance by Mary Declan Hallerman on behalf of Hitachi Koki Co., Ltd. (Hallerman, Mary) (Entered: 04/29/2014)

04/29/2014	128	Financial Interest Disclosure Statement (Local Rule 7.1) by Hitachi Koki Co., Ltd.. (Hallerman, Mary) (Entered: 04/29/2014)
04/29/2014	129	Motion to appear Pro Hac Vice by Carrie Amezcua and Certification of Local Counsel Mary D. Hallerman Filing fee \$ 75, receipt number 0422-3943878. by Hitachi Koki Co., Ltd.. (Hallerman, Mary) (Entered: 04/29/2014)
04/29/2014	130	Motion to appear Pro Hac Vice by Paul Devinsky and Certification of Local Counsel Mary D. Hallerman Filing fee \$ 75, receipt number 0422-3943880. by Hitachi Koki Co., Ltd.. (Hallerman, Mary) (Entered: 04/29/2014)
04/29/2014	131	Motion to appear Pro Hac Vice by Lisa Peterson and Certification of Local Counsel Mary D. Hallerman Filing fee \$ 75, receipt number 0422-3943881. by Hitachi Koki Co., Ltd.. (Hallerman, Mary) (Entered: 04/29/2014)
04/29/2014	132	Motion to appear Pro Hac Vice by Stefan Matthew Meisner and Certification of Local Counsel Mary D. Hallerman Filing fee \$ 75, receipt number 0422-3943884. by Hitachi Koki Co., Ltd.. (Hallerman, Mary) (Entered: 04/29/2014)
04/29/2014	133	Consent MOTION for Extension of Time to File Answer by Hitachi Koki Co., Ltd.. (Attachments: # 1 Proposed Order Proposed Order)(Hallerman, Mary) (Entered: 04/29/2014)
04/29/2014	134	Waiver of re 133 Consent MOTION for Extension of Time to File Answer by Hitachi Koki Co., Ltd. (Hallerman, Mary) (Entered: 04/29/2014)
04/30/2014		Per CMH chambers motions set for 5/2/14 on the papers (clar,) (Entered: 04/30/2014)
05/02/2014	135	Summons Issued as to Pentair Water Group, Inc. for SPS. (gwalk,) (Entered: 05/02/2014)
05/02/2014	136	ORDER removing from the docket as moot 98 Motion to Dismiss for Failure to State a Claim; AND 102 Motion to Dismiss for Failure to State a Claim; AND 106 Motion to Dismiss for Failure to State a Claim; AND 110 Motion to Dismiss for Failure to State a Claim. Signed by District Judge Claude M. Hilton on 5/2/14. (gwalk,) (Entered: 05/05/2014)
05/08/2014	142	ORDER granting 129 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 5/8/14. (gwalk,) (Entered: 05/12/2014)
05/10/2014	137	MOTION to Stay <i>Issuance of Inital Rule 16 Order (UNOPPOSED)</i> by Black & Decker (U.S.), Inc., Black & Decker Corporation, Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Pentair, Inc., Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc.. (Attachments: # 1 Proposed Order)(Foster, David) (Entered: 05/10/2014)
05/10/2014	138	Memorandum in Support re 137 MOTION to Stay <i>Issuance of Inital Rule 16 Order (UNOPPOSED)</i> filed by Black & Decker (U.S.), Inc., Black & Decker Corporation, Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Pentair, Inc., Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc.. (Foster, David) (Entered: 05/10/2014)

05/10/2014	139	Waiver of re 137 MOTION to Stay <i>Issuance of Initial Rule 16 Order (UNOPPOSED)</i> by Black & Decker (U.S.), Inc., Black & Decker Corporation, Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Pentair, Inc., Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc. (Foster, David) (Entered: 05/10/2014)
05/12/2014	140	ORDER denying 137 MOTION to Stay Issuance of Initial Rule 16 Order. Parties' shall have an additional 15 days to respond to the Plaintiffs' Amended Complaint. Signed by District Judge Claude M. Hilton on 5/12/2014. (rban,) (Entered: 05/12/2014)
05/12/2014	141	SCHEDULING ORDER: Initial Pretrial Conference set for 6/11/2014 at 11:00 AM in Alexandria Courtroom 400 before Magistrate Judge Ivan D. Davis. Final Pretrial Conference set for 10/16/2014 at 10:00 AM in Alexandria Courtroom 800 before District Judge Claude M. Hilton. Discovery due by 10/10/2014. Signed by District Judge Claude M. Hilton on 5/12/2014. (Attachments: # 1 Magistrate Consent, # 2 Pretrial Notice)(rban,) (Entered: 05/12/2014)
05/12/2014	143	ORDER granting 131 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 5/12/14. (gwalk,) (Entered: 05/12/2014)
05/12/2014	144	ORDER granting 132 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 5/12/14. (gwalk,) (Entered: 05/12/2014)
05/12/2014	145	ORDER granting 130 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 5/12/14. (gwalk,) (Entered: 05/12/2014)
05/13/2014	146	MOTION to Seal <i>Plaintiffs' Local Rule 7.1(A) Disclosure</i> by SD3, LLC, SawStop LLC. (Attachments: # 1 Proposed Order)(Cohen, Daniel) (Entered: 05/13/2014)
05/13/2014	147	Memorandum in Support re 146 MOTION to Seal <i>Plaintiffs' Local Rule 7.1(A) Disclosure</i> filed by SD3, LLC, SawStop LLC. (Attachments: # 1 Exhibit 1, # 2 Declaration of Stephen F. Gass)(Cohen, Daniel) (Entered: 05/13/2014)
05/13/2014	148	Notice of Hearing Date set for June 13, 2014 re 146 MOTION to Seal <i>Plaintiffs' Local Rule 7.1(A) Disclosure</i> (Cohen, Daniel) (Entered: 05/13/2014)
05/13/2014	149	NOTICE of Appearance by Michael J. Lockerby on behalf of Pentair Water Group, Inc. (Lockerby, Michael) (Entered: 05/13/2014)
05/13/2014	150	Financial Interest Disclosure Statement (Local Rule 7.1) by Pentair Water Group, Inc.. (Lockerby, Michael) (Entered: 05/13/2014)
05/13/2014	151	NOTICE of Appearance by Elizabeth Anne Scully on behalf of Makita Corporation (Scully, Elizabeth) (Entered: 05/13/2014)
05/13/2014	152	NOTICE by Makita Corporation re 92 Order on Motion for Pro hac vice <i>Entering Appearance of Foreign Attorney</i> (Scully, Elizabeth) (Entered: 05/13/2014)
05/13/2014	153	Financial Interest Disclosure Statement (Local Rule 7.1) by Makita Corporation. (Scully, Elizabeth) (Entered: 05/13/2014)

05/13/2014	154	MOTION to Dismiss <i>for Insufficient Service of Process</i> , MOTION to Dismiss for Failure to State a Claim by Makita Corporation. (Scully, Elizabeth) (Entered: 05/13/2014)
05/13/2014	155	Sealed Document. (gwalk,) (Entered: 05/13/2014)
05/13/2014	156	Memorandum in Support re 154 MOTION to Dismiss <i>for Insufficient Service of Process</i> MOTION to Dismiss for Failure to State a Claim filed by Makita Corporation. (Attachments: # 1 Exhibit A)(Scully, Elizabeth) (Entered: 05/13/2014)
05/13/2014	157	Notice of Hearing Date set for June 13, 2014 re 154 MOTION to Dismiss <i>for Insufficient Service of Process</i> MOTION to Dismiss for Failure to State a Claim (Scully, Elizabeth) (Entered: 05/13/2014)
05/13/2014	158	NOTICE of Appearance by Katherine Lea Mcknight on behalf of Makita Corporation (Mcknight, Katherine) (Entered: 05/13/2014)
05/13/2014	159	MOTION to Dismiss <i>for Insufficient Process, Insufficient Service of Process, and Failure to State a Claim</i> by Hitachi Koki Co., Ltd.. (Attachments: # 1 Proposed Order)(Hallerman, Mary) (Entered: 05/13/2014)
05/13/2014	160	Memorandum in Support re 159 MOTION to Dismiss <i>for Insufficient Process, Insufficient Service of Process, and Failure to State a Claim</i> filed by Hitachi Koki Co., Ltd.. (Hallerman, Mary) (Entered: 05/13/2014)
05/13/2014	161	Notice of Hearing Date set for June 13, 2014 re 159 MOTION to Dismiss <i>for Insufficient Process, Insufficient Service of Process, and Failure to State a Claim</i> (Hallerman, Mary) (Entered: 05/13/2014)
05/13/2014	162	MOTION to Dismiss for Failure to State a Claim by Emerson Electric Company. (Attachments: # 1 Proposed Order)(Sullivan, Marguerite) (Entered: 05/13/2014)
05/13/2014	163	Memorandum in Support re 162 MOTION to Dismiss for Failure to State a Claim filed by Emerson Electric Company. (Attachments: # 1 Exhibit A - SawStop's Proposal for Table Saws, # 2 Exhibit B - David Peot Testimony)(Sullivan, Marguerite) (Entered: 05/13/2014)
05/13/2014	164	Notice of Hearing Date <i>set for June 13, 2014</i> re 162 MOTION to Dismiss for Failure to State a Claim (Sullivan, Marguerite) (Entered: 05/13/2014)
05/13/2014	165	MOTION to Dismiss for Failure to State a Claim by Black & Decker (U.S.), Inc., Black & Decker Corporation, Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc. (Attachments: # 1 Proposed Order)(DiMuro, Bernard) Text Modified on 5/14/2014 To Reflect Correct Filer (nhall). (Entered: 05/13/2014)
05/13/2014	166	Memorandum in Support re 165 MOTION to Dismiss for Failure to State a Claim filed by Black & Decker (U.S.), Inc., Black & Decker Corporation, Hitachi Koki Co., Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North

		America, Inc.. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4)(DiMuro, Bernard) (Entered: 05/13/2014)
05/13/2014	167	Request for Hearing by Black & Decker (U.S.), Inc., Black & Decker Corporation, Hitachi Koki USA Ltd., Makita USA, Inc., OWT Industries, Inc., One World Technologies Inc., Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc. re 165 MOTION to Dismiss for Failure to State a Claim (Hearing is requested for June 13, 2014 at 10:00 a.m.) (DiMuro, Bernard) Text Modified on 5/14/2014 To Reflect Correct Hearing Date (nhall). (Entered: 05/13/2014)
05/13/2014	168	MOTION to Dismiss <i>First Amended Complaint for Lack of Personal Jurisdiction, Insufficient Service of Process, and Failure to State a Claim</i> by Techtronic Industries, Co., Ltd.. (Attachments: # 1 Proposed Order Dismissing First Amended Complaint for Lack of Personal Jurisdiction, # 2 Proposed Order Dismissing First Amended Complaint for Insufficient Service of Process, # 3 Proposed Order Dismissing First Amended Complaint for Failure to State a Claim)(Ng, Stephen) (Entered: 05/13/2014)
05/13/2014	169	NOTICE by Black & Decker (U.S.), Inc., Black & Decker Corporation, Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc. re 165 MOTION to Dismiss for Failure to State a Claim (<i>Notice of Correction of Filing</i>) (DiMuro, Bernard) (Entered: 05/13/2014)
05/13/2014	170	Memorandum in Support re 168 MOTION to Dismiss <i>First Amended Complaint for Lack of Personal Jurisdiction, Insufficient Service of Process, and Failure to State a Claim</i> filed by Techtronic Industries, Co., Ltd.. (Attachments: # 1 Exhibit 1, # 2 Declaration of Frank Chi Chung Chan)(Ng, Stephen) (Entered: 05/13/2014)
05/13/2014	171	Notice of Hearing Date set for June 13, 2014 re 168 MOTION to Dismiss <i>First Amended Complaint for Lack of Personal Jurisdiction, Insufficient Service of Process, and Failure to State a Claim</i> (Ng, Stephen) (Entered: 05/13/2014)
05/13/2014	172	NOTICE of Appearance by Michael J. Lockerby on behalf of Pentair, Inc. (Lockerby, Michael) (Entered: 05/13/2014)
05/13/2014	173	MOTION to Dismiss for Failure to State a Claim by Pentair Water Group, Inc., Pentair, Inc.. (Attachments: # 1 Proposed Order)(Lockerby, Michael) (Entered: 05/13/2014)
05/13/2014	174	Memorandum in Support re 173 MOTION to Dismiss for Failure to State a Claim filed by Pentair Water Group, Inc., Pentair, Inc.. (Attachments: # 1 Exhibit A) (Lockerby, Michael) (Entered: 05/13/2014)
05/13/2014	175	Notice of Hearing Date set for June 13, 2014 re 173 MOTION to Dismiss for Failure to State a Claim (Lockerby, Michael) (Entered: 05/13/2014)
05/14/2014	176	MOTION to Dismiss for Failure to State a Claim by Delta Power Equipment Corp.. (Attachments: # 1 Proposed Order)(Cook, Robert) (Entered: 05/14/2014)
05/14/2014	177	Memorandum in Support re 176 MOTION to Dismiss for Failure to State a Claim filed by Delta Power Equipment Corp.. (Cook, Robert) (Entered: 05/14/2014)

05/14/2014	178	Notice of Hearing Date (<i>June 13, 2014</i>) re 176 MOTION to Dismiss for Failure to State a Claim (Cook, Robert) (Entered: 05/14/2014)
05/14/2014	179	MOTION to Dismiss for Failure to State a Claim , MOTION to Dismiss for Lack of Jurisdiction by Chang Type Industrial Co.,Ltd.. (Attachments: # 1 Proposed Order)(Cook, Robert) (Entered: 05/14/2014)
05/14/2014	180	Memorandum in Support re 179 MOTION to Dismiss for Failure to State a Claim MOTION to Dismiss for Lack of Jurisdiction filed by Chang Type Industrial Co.,Ltd.. (Cook, Robert) (Entered: 05/14/2014)
05/14/2014	181	Notice of Hearing Date (<i>June 13, 2014</i>) re 179 MOTION to Dismiss for Failure to State a Claim MOTION to Dismiss for Lack of Jurisdiction (Cook, Robert) (Entered: 05/14/2014)
05/19/2014		Set Deadlines as to 173 MOTION to Dismiss for Failure to State a Claim , 162 MOTION to Dismiss for Failure to State a Claim , 159 MOTION to Dismiss for <i>Insufficient Process, Insufficient Service of Process, and Failure to State a Claim</i> , 179 MOTION to Dismiss for Failure to State a Claim MOTION to Dismiss for Lack of Jurisdiction , 176 MOTION to Dismiss for Failure to State a Claim , 165 MOTION to Dismiss for Failure to State a Claim , 154 MOTION to Dismiss for <i>Insufficient Service of Process</i> MOTION to Dismiss for Failure to State a Claim , 146 MOTION to Seal <i>Plaintiffs' Local Rule 7.1(A) Disclosure</i> , 168 MOTION to Dismiss <i>First Amended Complaint for Lack of Personal Jurisdiction, Insufficient Service of Process, and Failure to State a Claim</i> . Motion Hearing set for 6/13/2014 at 10:00 AM in Alexandria Courtroom 800 before District Judge Claude M. Hilton. (clar,) (Entered: 05/19/2014)
05/19/2014	182	Consent MOTION for Leave to File a <i>Single Memorandum, Not to Exceed 100 Pages, in Opposition to Defendants' Motions to Dismiss</i> by SD3, LLC, SawStop LLC. (Attachments: # 1 Memorandum in Support of Plaintiffs' Unopposed Motion for Leave of Court to File a Single Memorandu, Not to Exceed 100 Pages, in Opposition to Defendants' Motions to Dismiss, # 2 Proposed Order)(Cohen, Daniel) (Entered: 05/19/2014)
05/19/2014	183	Financial Interest Disclosure Statement (Local Rule 7.1) by Techtronic Industries, Co., Ltd.. (Ng, Stephen) (Entered: 05/19/2014)
05/20/2014		Notice of Correction re 182 Consent MOTION for Leave to File a <i>Single Memorandum, Not to Exceed 100 Pages, in Opposition to Defendants' Motions to Dismiss</i> . The filing user has been notified to file the Memorandum separately. (gwalk,) (Entered: 05/20/2014)
05/20/2014	184	Memorandum in Support re 182 Consent MOTION for Leave to File a <i>Single Memorandum, Not to Exceed 100 Pages, in Opposition to Defendants' Motions to Dismiss</i> filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 05/20/2014)
05/20/2014	185	ORDER denying 182 Motion for Leave to File a 100 page Opposition. Signed by District Judge Claude M. Hilton on 5/20/14. (gwalk,) (Entered: 05/21/2014)
05/21/2014	186	NOTICE by Makita Corporation re 156 Memorandum in Support <i>Filing of Amended Exhibit A</i> (Mcknight, Katherine) (Entered: 05/21/2014)
05/27/2014	187	Memorandum in Opposition re 162 MOTION to Dismiss for Failure to State a

		Claim filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 05/27/2014)
05/27/2014	188	Memorandum in Opposition re 176 MOTION to Dismiss for Failure to State a Claim filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 05/27/2014)
05/27/2014	189	Memorandum in Opposition re 173 MOTION to Dismiss for Failure to State a Claim filed by SD3, LLC, SawStop LLC. (Attachments: # 1 Affidavit (Decl. of Jennifer E. Kelly), # 2 Exhibit Kelly Decl. Exh. 1)(Cohen, Daniel) (Entered: 05/27/2014)
05/27/2014	190	Memorandum in Opposition re 109 Joint MOTION to Dismiss for Failure to State a Claim <i>Upon Which Relief Can Be Granted</i> filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 05/27/2014)
05/27/2014	191	Memorandum in Opposition re 154 MOTION to Dismiss <i>for Insufficient Service of Process</i> MOTION to Dismiss for Failure to State a Claim filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 05/27/2014)
05/27/2014	192	Memorandum in Opposition re 179 MOTION to Dismiss for Failure to State a Claim MOTION to Dismiss for Lack of Jurisdiction filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 05/27/2014)
05/27/2014	193	Memorandum in Opposition re 168 MOTION to Dismiss <i>First Amended Complaint for Lack of Personal Jurisdiction, Insufficient Service of Process, and Failure to State a Claim</i> filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 05/27/2014)
05/27/2014	194	Memorandum in Opposition re 159 MOTION to Dismiss <i>for Insufficient Process, Insufficient Service of Process, and Failure to State a Claim</i> filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 05/27/2014)
05/28/2014	195	MOTION to Dismiss for Failure to State a Claim <i>under Federal Rules of Civil Procedure 12(b)(2), 12(b)(5), and 12(b)(6)</i> by Robert Bosch GmbH. (Attachments: # 1 Proposed Order)(Foster, David) (Entered: 05/28/2014)
05/28/2014	196	Memorandum in Support re 195 MOTION to Dismiss for Failure to State a Claim <i>under Federal Rules of Civil Procedure 12(b)(2), 12(b)(5), and 12(b)(6)</i> filed by Robert Bosch GmbH. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2)(Foster, David) (Entered: 05/28/2014)
05/28/2014	197	Notice of Hearing Date <i>set for June 13, 2014</i> re 195 MOTION to Dismiss for Failure to State a Claim <i>under Federal Rules of Civil Procedure 12(b)(2), 12(b)(5), and 12(b)(6)</i> (Foster, David) (Entered: 05/28/2014)
05/29/2014		Set Deadlines as to 195 MOTION to Dismiss for Failure to State a Claim <i>under Federal Rules of Civil Procedure 12(b)(2), 12(b)(5), and 12(b)(6)</i> . Motion Hearing set for 6/13/2014 at 10:00 AM in Alexandria Courtroom 800 before District Judge Claude M. Hilton. (clar,) (Entered: 05/29/2014)
05/29/2014	198	Motion to appear Pro Hac Vice by Aaron Jeffrey Feigenbaum and Certification of Local Counsel Bernard J. DiMuro Filing fee \$ 75, receipt number 0422-3980265. by Black & Decker (U.S.), Inc., Black & Decker Corporation, Stanley Black & Decker, Inc.. (DiMuro, Bernard) (Entered: 05/29/2014)
05/30/2014	199	ANSWER to Complaint (<i>First Amended Complaint</i>) by Delta Power Equipment

		Corp..(Cook, Robert) (Entered: 05/30/2014)
05/30/2014	200	ANSWER to Complaint (<i>First Amended Complaint</i>) by Chang Type Industrial Co.,Ltd..(Cook, Robert) (Entered: 05/30/2014)
05/30/2014	201	<i>Corrected</i> ANSWER to Complaint (<i>First Amended Complaint</i>) by Chang Type Industrial Co.,Ltd..(Cook, Robert) (Entered: 05/30/2014)
05/30/2014	202	NOTICE of Appearance by Lauren Ashley Champaign on behalf of Pentair Corporation, Pentair Water Group, Inc., Pentair, Inc. (Champaign, Lauren) (Entered: 05/30/2014)
06/02/2014	203	ORDER granting 198 Motion for Pro hac vice. Signed by District Judge Claude M. Hilton on 5/30/14. (gwalk,) (Entered: 06/02/2014)
06/02/2014	204	Reply to Motion re 176 MOTION to Dismiss for Failure to State a Claim (<i>Reply to Plaintiffs' Opposition</i>) filed by Delta Power Equipment Corp.. (Cook, Robert) (Entered: 06/02/2014)
06/02/2014	205	REPLY to Response to Motion re 176 MOTION to Dismiss for Failure to State a Claim (<i>Reply to Plaintiffs' Opposition</i>) filed by Chang Type Industrial Co.,Ltd.. (Cook, Robert) (Entered: 06/02/2014)
06/02/2014	206	REPLY to Response to Motion re 159 MOTION to Dismiss <i>for Insufficient Process, Insufficient Service of Process, and Failure to State a Claim</i> filed by Hitachi Koki Co., Ltd.. (Hallerman, Mary) (Entered: 06/02/2014)
06/02/2014	207	Rebuttal Brief re 154 MOTION to Dismiss <i>for Insufficient Service of Process</i> MOTION to Dismiss for Failure to State a Claim filed by Makita Corporation. (Scully, Elizabeth) (Entered: 06/02/2014)
06/02/2014	208	ANSWER to Complaint by Pentair Water Group, Inc., Pentair, Inc.. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C)(Lockerby, Michael) (Entered: 06/02/2014)
06/02/2014	209	ANSWER to Complaint by Hitachi Koki Co., Ltd..(Hallerman, Mary) (Entered: 06/02/2014)
06/02/2014	210	ANSWER to Complaint by Hitachi Koki USA Ltd..(Hallerman, Mary) (Entered: 06/02/2014)
06/02/2014	211	ANSWER to Complaint by Makita Corporation.(Scully, Elizabeth) (Entered: 06/02/2014)
06/02/2014	212	ANSWER to Complaint by Makita USA, Inc..(Scully, Elizabeth) (Entered: 06/02/2014)
06/02/2014	213	REPLY to Response to Motion re 168 MOTION to Dismiss <i>First Amended Complaint for Lack of Personal Jurisdiction, Insufficient Service of Process, and Failure to State a Claim (Reply to Plaintiffs' Opposition 193)</i> filed by Techtronic Industries, Co., Ltd.. (Ng, Stephen) (Entered: 06/02/2014)
06/02/2014	214	REPLY to Response to Motion re 162 MOTION to Dismiss for Failure to State a Claim filed by Emerson Electric Company. (Sullivan, Marguerite) (Entered: 06/02/2014)

06/02/2014	215	ANSWER to Complaint by Emerson Electric Company.(Sullivan, Marguerite) (Entered: 06/02/2014)
06/02/2014	216	ANSWER to Complaint (<i>First Amended Complaint</i>) by Milwaukee Electric Tool Corp..(Ng, Stephen) (Entered: 06/02/2014)
06/02/2014	217	ANSWER to Complaint (<i>First Amended Complaint</i>) by One World Technologies Inc., Ryobi Technologies, Inc..(Ng, Stephen) (Entered: 06/02/2014)
06/02/2014	218	ANSWER to Complaint (<i>First Amended Complaint</i>) by OWT Industries, Inc..(Ng, Stephen) (Entered: 06/02/2014)
06/02/2014	219	ANSWER to Complaint (<i>First Amended Complaint</i>) by Techtronic Industries North America, Inc..(Ng, Stephen) (Entered: 06/02/2014)
06/02/2014	220	ANSWER to Complaint (<i>First Amended Complaint</i>) by Techtronic Industries, Co., Ltd..(Ng, Stephen) (Entered: 06/02/2014)
06/02/2014	221	ANSWER to Complaint by Robert Bosch Tool Corporation.(Foster, David) (Entered: 06/02/2014)
06/02/2014	222	ANSWER to Complaint by Robert Bosch GmbH.(Foster, David) (Entered: 06/02/2014)
06/02/2014	223	ANSWER to Complaint (<i>Amended Complaint</i>) by Black & Decker (U.S.), Inc., Black & Decker Corporation, Stanley Black & Decker, Inc..(DiMuro, Bernard) (Entered: 06/02/2014)
06/02/2014	224	REPLY to Response to Motion re 173 MOTION to Dismiss for Failure to State a Claim (<i>Reply Memorandum in Support of The Pentair Defendants' Motion to Dismiss SawStop's Amended Complaint</i>) filed by Pentair Water Group, Inc., Pentair, Inc.. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Lockerby, Michael) (Entered: 06/02/2014)
06/02/2014	225	Reply to Motion re 165 MOTION to Dismiss for Failure to State a Claim filed by Black & Decker (U.S.), Inc., Black & Decker Corporation, Hitachi Koki USA Ltd., Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc.. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (DiMuro, Bernard) (Entered: 06/02/2014)
06/04/2014	226	NOTICE of Appearance by Katherine Ann Hunter on behalf of Robert Bosch GmbH, Robert Bosch Tool Corporation (Hunter, Katherine) (Entered: 06/04/2014)
06/04/2014	227	Discovery Plan by Black & Decker (U.S.), Inc., Black & Decker Corporation, Chang Type Industrial Co.,Ltd., Delta Power Equipment Corp., Emerson Electric Company, Hitachi Koki Co., Ltd., Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Pentair Water Group, Inc., Pentair, Inc., Robert Bosch GmbH, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., SD3, LLC, SawStop LLC, Stanley Black & Decker, Inc., Techtronic Industries North America, Inc., Techtronic Industries, Co., Ltd..(Sullivan, Marguerite) (Entered: 06/04/2014)

06/05/2014	228	MOTION to Withdraw as Attorney <i>Nicholas C. Margida</i> by Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc.. (Margida, Nicholas) (Entered: 06/05/2014)
06/05/2014	229	Waiver of Hearing re 228 MOTION to Withdraw as Attorney <i>Nicholas C. Margida</i> by Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc. (Margida, Nicholas) Modified on 6/6/2014 (gwalk,). (Entered: 06/05/2014)
06/09/2014	230	ORDER granting 228 Motion to Withdraw as Attorney. Attorney Nicholas Carlson Margida terminated. Signed by District Judge Claude M. Hilton on 6/9/2014. (rban,) (Entered: 06/09/2014)
06/09/2014	231	NOTICE by One World Technologies Inc., Ryobi Technologies, Inc., Techtronic Industries North America, Inc. to Magistrate Judge Davis Regarding Rule 16(b) Conference (Attachments: # 1 Exhibit A)(Ng, Stephen) (Entered: 06/09/2014)
06/09/2014	232	Memorandum in Opposition re 195 MOTION to Dismiss for Failure to State a Claim under Federal Rules of Civil Procedure 12(b)(2), 12(b)(5), and 12(b)(6) filed by SD3, LLC, SawStop LLC. (Attachments: # 1 Affidavit Decl. of Jennifer E. Kelly, # 2 Exhibit Ex. 1 Kelly Decl., # 3 Exhibit Ex. 2 Kelly Decl., # 4 Exhibit Ex. 3 Kelly Decl.)(Cohen, Daniel) (Entered: 06/09/2014)
06/10/2014	233	Memorandum in Response to 231 NOTICE filed by SD3, LLC, SawStop LLC. (Attachments: # 1 Exhibit (Decl. of David Fanning and Exhibit))(Cohen, Daniel) (Entered: 06/10/2014)
06/10/2014	234	Financial Interest Disclosure Statement (Local Rule 7.1) by Robert Bosch GmbH. (Foster, David) (Entered: 06/10/2014)
06/11/2014	235	Minute Entry for proceedings held before Magistrate Judge Ivan D. Davis:Initial Pretrial Conference held on 6/11/2014. Appearances of counsel for pltf and defts. Amended Joint Discovery Plan to be filed by 6/16/14 by 5:00 pm. Order to follow thereafter. (tfitz,) (Entered: 06/11/2014)
06/11/2014	236	MOTION for Leave to File <i>Supplemental Memorandum in Opposition to Techtronic's Motion to Dismiss</i> by SD3, LLC, SawStop LLC. (Attachments: # 1 Proposed Order, # 2 Exhibit (Proposed Supplemental Memorandum))(Cohen, Daniel) (Entered: 06/11/2014)
06/11/2014	237	Memorandum in Support re 236 MOTION for Leave to File <i>Supplemental Memorandum in Opposition to Techtronic's Motion to Dismiss</i> filed by SD3, LLC, SawStop LLC. (Cohen, Daniel) (Entered: 06/11/2014)
06/11/2014	238	Waiver of re 236 MOTION for Leave to File <i>Supplemental Memorandum in Opposition to Techtronic's Motion to Dismiss (Waiver of Hearing)</i> by SD3, LLC, SawStop LLC (Cohen, Daniel) (Entered: 06/11/2014)
06/12/2014	239	REPLY to Response to Motion re 195 MOTION to Dismiss for Failure to State a Claim under Federal Rules of Civil Procedure 12(b)(2), 12(b)(5), and 12(b)(6) (<i>Reply Memorandum In Support of Defendant Robert Bosch GmbH's Motion to Dismiss</i>) filed by Robert Bosch GmbH. (Attachments: # 1 Exhibit A, # 2 Exhibit

		B)(Foster, David) (Entered: 06/12/2014)
06/13/2014	241	Minute Entry for proceedings held before District Judge Claude M. Hilton: Motion Hearing held on 6/13/2014. Appearance of counsel. Matter on for: Defendants' 165 Joint MOTION to Dismiss for Failure to State a Claim filed by OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Makita USA, Inc., Hitachi Koki USA Ltd., Black & Decker (U.S.), Inc., Robert Bosch Tool Corporation, Milwaukee Electric Tool Corp., Stanley Black & Decker, Inc., Techtronic Industries, Co., Ltd. and Black & Decker Corporation; Dft's 162 MOTION to Dismiss for Failure to State a Claim filed by Emerson Electric Company; Dfts' 173 MOTION to Dismiss for Failure to State a Claim filed by Pentair, Inc., Pentair Water Group, Inc.; Dft's 176 MOTION to Dismiss for Failure to State a Claim filed by Delta Power Equipment Corp.; Dft's 179 MOTION to Dismiss for Lack of Jurisdiction and Failure to State a Claim filed by Chang Type Industrial Co.,Ltd.; Dft's 154 MOTION to Dismiss for Insufficient Service of Process and Failure to State a Claim filed by Makita Corporation; Dft's 159 MOTION to Dismiss <i>for Insufficient Process, Insufficient Service of Process, and Failure to State a Claim</i> filed by Hitachi Koki Co., Ltd; Dft's 168 MOTION to Dismiss <i>First Amended Complaint for Lack of Personal Jurisdiction, Insufficient Service of Process, and Failure to State a Claim</i> filed by Techtronic Industries, Co., Ltd.; Dft's 195 MOTION to Dismiss for Failure to State a Claim <i>under Federal Rules of Civil Procedure 12(b)(2), 12(b)(5), and 12(b)(6)</i> filed by Robert Bosch GmbH. Motions argued and taken under advisement. Order to follow. (Court Reporter: Westfall)(tarm) (Entered: 06/17/2014)
06/16/2014	240	Discovery Plan by Black & Decker (U.S.), Inc., Black & Decker Corporation, Chang Type Industrial Co.,Ltd., Delta Power Equipment Corp., Emerson Electric Company, Hitachi Koki Co., Ltd., Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Pentair Water Group, Inc., Pentair, Inc., Robert Bosch GmbH, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., SD3, LLC, SawStop LLC, Stanley Black & Decker, Inc., Techtronic Industries North America, Inc., Techtronic Industries, Co., Ltd.(Sullivan, Marguerite) (Entered: 06/16/2014)
06/18/2014	242	Order Rule 16(b) Scheduling Order - Pursuant to the Rule 16(b) Conference it is ordered that 1. All discovery shall be concluded by October 10, 2014.2. Disclosures under Fed. R. Civ. P. 26(a)(1) and (2), notices of depositions,interrogatories, requests for documents and admissions, and answers thereto shall not be filed except on order of the court, or for use in a motion or at trial.3. The Amended Joint Discovery Plan filed by the parties is approved and shallcontrol discovery to the extent of its application unless further modified by the court. Signed by Magistrate Judge Ivan D. Davis on 06/18/2014. (jwil,) (Entered: 06/18/2014)
06/19/2014	243	TRANSCRIPT of proceedings held on June 13, 2014, before Judge Hilton, Court Reporter/Transcriber Tracy Westfall, Telephone number 703-549-2080. NOTICE RE REDACTION OF TRANSCRIPTS:The parties have thirty(30) calendar days to file with the Court a Notice of Intent to Request Redaction of this transcript. If no such Notice is filed, the transcript will be made remotely electronically available to the public without redaction after 90 calendar days. The policy is located on our website at www.vaed.uscourts.gov

		Transcript may be viewed at the court public terminal or purchased through the court reporter/transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER Redaction Request due 7/21/2014. Redacted Transcript Deadline set for 8/19/2014. Release of Transcript Restriction set for 9/17/2014.(westfall, tracy) (Entered: 06/19/2014)
06/20/2014	244	MOTION for Protective Order by Black & Decker (U.S.), Inc., Black & Decker Corporation, Emerson Electric Company, Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Robert Bosch GmbH, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc., Techtronic Industries, Co., Ltd.. (Foster, David) (Entered: 06/20/2014)
06/20/2014	245	Memorandum in Support re 244 MOTION for Protective Order filed by Black & Decker (U.S.), Inc., Black & Decker Corporation, Emerson Electric Company, Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Robert Bosch GmbH, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc., Techtronic Industries, Co., Ltd.. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D)(Foster, David) (Entered: 06/20/2014)
06/20/2014	246	Notice of Hearing Date set for June 27, 2014 re 244 MOTION for Protective Order (Foster, David) (Entered: 06/20/2014)
06/20/2014	247	NOTICE by Black & Decker (U.S.), Inc., Black & Decker Corporation, Emerson Electric Company, Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Robert Bosch GmbH, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc., Techtronic Industries, Co., Ltd. re 244 MOTION for Protective Order <i>Notice of Submission of Proposed Order Granting Defendants' Motion for Entry of Protective Order</i> (Attachments: # 1 Proposed Order)(Foster, David) (Entered: 06/20/2014)
06/23/2014		Set Deadlines as to 244 MOTION for Protective Order . Motion Hearing set for 6/27/2014 at 10:00 AM in Alexandria Courtroom 400 before Magistrate Judge Ivan D. Davis. (clar,) (Entered: 06/23/2014)
06/23/2014		MOTIONS REFERRED to Magistrate Judge: Davis. 244 MOTION for Protective Order (clar,) (Entered: 06/23/2014)
06/25/2014	248	Memorandum in Opposition re 244 MOTION for Protective Order filed by SD3, LLC, SawStop LLC. (Attachments: # 1 Miller Declaration, # 2 Exhibit Ex. A to Miller Declaration, # 3 Exhibit Ex. B to Miller Declaration, # 4 Exhibit Ex. C to Miller Declaration, # 5 Exhibit Ex. D to Miller Declaration, # 6 Proposed Order) (Cohen, Daniel) (Entered: 06/25/2014)
06/25/2014	249	RESPONSE to Motion re 244 MOTION for Protective Order filed by Pentair Water Group, Inc., Pentair, Inc.. (Lockerby, Michael) (Entered: 06/25/2014)

06/26/2014	250	REPLY to Response to Motion re 244 MOTION for Protective Order <i>Defendants' Reply in Support of Defendants' Motion for Entry of Protective Order</i> filed by Black & Decker (U.S.), Inc., Black & Decker Corporation, Emerson Electric Company, Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Milwaukee Electric Tool Corp., OWT Industries, Inc., One World Technologies Inc., Robert Bosch GmbH, Robert Bosch Tool Corporation, Ryobi Technologies, Inc., Stanley Black & Decker, Inc., Techtronic Industries North America, Inc., Techtronic Industries, Co., Ltd.. (Foster, David) (Entered: 06/26/2014)
06/27/2014	251	NOTICE of Appearance by David Wallace Stanley on behalf of SD3, LLC, SawStop LLC (Stanley, David) (Entered: 06/27/2014)
06/27/2014	252	Minute Entry for proceedings held before Magistrate Judge Ivan D. Davis: Motion Hearing held on 6/27/2014 re 244 MOTION for Protective Order filed by Makita Corporation, OWT Industries, Inc., One World Technologies Inc., Ryobi Technologies, Inc., Makita USA, Inc., Emerson Electric Company, Hitachi Koki USA Ltd., Robert Bosch GmbH, Techtronic Industries North America, Inc., Black & Decker (U.S.), Inc., Robert Bosch Tool Corporation, Milwaukee Electric Tool Corp., Stanley Black & Decker, Inc., Techtronic Industries, Co., Ltd., Black & Decker Corporation. Appearances of counsel. Motion argued. Matter is Granted in Part and Denied in Part. Amended protective order to be filed. Order to follow. (Tape #FTR.)(jwil,) (Entered: 06/27/2014)
06/27/2014	253	ORDERED that Defendants' Motion for Entry of Protective Order 244 is GRANTED in part and DENIED in part. Signed by Magistrate Judge Ivan D. Davis on 06/27/2014. (jwil,) (Entered: 06/27/2014)
06/27/2014	254	ORDER -THIS MATTER comes before the Court on Defendants' Motions to Dismiss and Plaintiffs' Motion to File Under Seal and for Protective Order. It appearing to the Court that the case should be dismissed, it is hereby ORDERED that the case is STRICKEN from the docket and a Memorandum Opinion and Order will be forthcoming. Signed by District Judge Claude M. Hilton on 6/27/14. (gwalk,) (Entered: 06/27/2014)
06/30/2014		Notice of Correction re 251 Notice of Appearance. The signature block on the certificate of service does not match the filing users login. The filing user has been notified and has been asked to refile the document. (nhall) (Entered: 06/30/2014)
06/30/2014	255	ORDER granting 146 Motion to Seal Local Rule 7.1 (a) disclosures. Signed by District Judge Claude M. Hilton on 6/30/14.(see order for further details). (gwalk,) (Entered: 07/01/2014)
07/08/2014	256	TRANSCRIPT of motions hearing held on 6-27-2014 before Mag. Judge Davis. Court reporter Norman Linnell, telephone number 703-549-4626. NOTICE RE REDACTION OF TRANSCRIPTS: The parties have thirty(30) calendar days to file with the Court a Notice of Intent to Request Redaction of this transcript. If no such Notice is filed, the transcript will be made remotely electronically available to the public without redaction after 90 calendar days. The policy is located on our website at www.vaed.uscourts.gov Transcript may be viewed at the court public terminal or purchased through the court reporter before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER Redaction Request due 8/7/2014. Redacted Transcript Deadline set for 9/8/2014. Release of

		Transcript Restriction set for 10/6/2014.(linnell, norman) (Entered: 07/08/2014)
07/14/2014	257	Objection to 253 Order on Motion for Protective Order filed by SD3, LLC, SawStop LLC. (Attachments: # 1 Exhibit Exhibit A)(Cohen, Daniel) (Entered: 07/14/2014)
07/14/2014	258	Waiver of re 257 <i>Objection to Order on Motion for Protective Order (Waiver of Hearing)</i> by SD3, LLC, SawStop LLC (Cohen, Daniel) (Entered: 07/14/2014)
07/15/2014	259	MEMORANDUM OPINION. Signed by District Judge Claude M. Hilton on 7/15/14. (gwalk,) (Entered: 07/15/2014)
07/15/2014	260	In accordance with the reasons stated in the accompanying Memorandum Opinion, it is hereby ORDERED that this case is DISMISSED.Signed by District Judge Claude M. Hilton on 7/15/14. (gwalk,) (Entered: 07/15/2014)
07/23/2014	261	NOTICE OF APPEAL as to 253 Order on Motion for Protective Order, 260 Order Dismissing Case by SD3, LLC, SawStop LLC. Filing fee \$ 505, receipt number 0422-4048917. (Cohen, Daniel) (Entered: 07/23/2014)
07/24/2014	262	Transmission of Notice of Appeal to US Court of Appeals re 261 Notice of Appeal (All case opening forms, plus the transcript guidelines, may be obtained from the Fourth Circuit's website at www.ca4.uscourts.gov) (gwalk,) (Entered: 07/24/2014)
07/25/2014	263	USCA Case Number 14-1746 4th Circuit, Case Manager B. Rowe for 261 Notice of Appeal filed by SawStop LLC, SD3, LLC. (rban,) (Entered: 07/25/2014)

FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

2014 FEB 20 P 4: 28

SD3, LLC and SawStop, LLC,)
)
Plaintiffs)

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

COMPLAINT

v.)

Black & Decker (U.S.), Inc.,)
Black & Decker Corp.,)
Chang Type Industrial Co., Ltd.)
Delta Power Equipment Corp.,)
DeWALT Industrial Tools,)
Emerson Electric Company,)
Hitachi Koki Co., Ltd.)
Hitachi Koki USA Ltd.,)
Makita Corporation)
Makita USA, Inc.,)
Milwaukee Electric Tool Corp.,)
One World Technologies Inc.,)
OWT Industries, Inc., and)
Pentair Corporation,)
Porter-Cable Corporation,)
Robert Bosch GmbH,)
Robert Bosch Tool Corporation,)
Ryobi Technologies, Inc.)
SKIL Power Tools,)
Stanley Black & Decker, Inc.,)
Techtronic Industries, Co., Ltd., and)
Techtronic Industries North America, Inc.,)
)
Defendants.)

CIVIL ACTION NO.: 1:14cv191

CMH/TRJ

JURY TRIAL DEMANDED

Plaintiffs SD3, LLC and SawStop, LLC and SD3 (collectively "Plaintiffs"), by and through undersigned counsel, file this Complaint against Black & Decker (U.S.), Inc., Black & Decker Corp., Chang Type Industrial Co., Ltd., Delta Power Equipment Corp., DeWALT Industrial Tools, Emerson Electric Company, Hitachi Koki Co., Ltd., Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Milwaukee Electric Tool Corp., One World Technologies Inc., OWT Industries, Inc., Pentair Corporation, Porter-Cable Corporation, Robert Bosch GmbH,

Robert Bosch Tool Corporation, Ryobi Technologies, Inc., SKIL Power Tools, Stanley Black & Decker, Inc., Techtronic Industries, Co., Ltd., and Techtronic Industries North America, Inc., (collectively “Defendants”). Plaintiffs also name the Power Tool Institute, Inc. (“PTI”) and Underwriters Laboratories, Inc. and/or UL, LLC (“UL”) as co-conspirators. Plaintiffs aver the following upon knowledge as to their own acts and facts and upon information and belief as to the acts and facts of all others.

I. NATURE OF ACTION

1. Defendants engaged in a group boycott of Plaintiffs’ safety products for table saws beginning around 2001 or 2002, by agreeing among themselves to collectively refuse Plaintiffs’ offers to license its active injury mitigation technology (“SawStop Technology”), and by fraudulently concealing that conspiracy.

2. Plaintiffs bring this suit against Defendants for violating Section 1 of the Sherman Antitrust Act of 1890 (the “Sherman Act”), 15 U.S.C. § 1, by collectively refusing to license Plaintiffs’ SawStop Technology, and fraudulently concealing that conspiracy.

3. Plaintiffs could not have discovered the group boycott conspiracy until at least February 25, 2010, when David Peot, a retired Director of Advanced Technologies and Director of Engineering for Defendant Ryobi Technologies, Inc. (“Ryobi”), first exposed the conspiracy during his testimony in a product liability trial. Trial Tr., Day 4, 111:14-112:9, 125:2-126:8, *Osario v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010).

4. Defendants conspired to influence changes in UL safety standards, beginning around 2001, to prevent active injury mitigation technology from becoming a part of the UL safety standard.

5. Plaintiffs bring this suit against Defendants for violating Section 1 of the Sherman Act, 15 U.S.C. § 1, by conspiring to corrupt UL standards-making , beginning around 2001, thereby preventing active injury mitigation technology from becoming a standard of the table saw industry, and limiting Plaintiffs’ opportunities to sell SawStop table saws.

6. Defendants conspired to change UL safety standards, beginning around 2003, to limit competition in table saw blade guards, thereby preventing SawStop from continuing to sell its then-current blade guard and causing SawStop to incur unnecessary additional expense to redesign a blade guard to comply with the changed UL safety standards.

7. Plaintiffs bring this suit against Defendants for violating Section 1 of the Sherman Act, 15 U.S.C. § 1, by conspiring to corrupt UL standards to limit competition in the design of table saw blade guards, beginning around 2003.

II. JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to Sections 4 and 16 of the Clayton Act of 1914 (the “Clayton Act”), 15 U.S.C. §§ 15, 26, and Sections 1331, 1332, and 1337 of the United States Judicial Code, 28 U.S.C. §1331, in that it was brought under the federal antitrust laws, and 28 U.S.C. § 1332, in that Plaintiffs and Defendants are from different states and the amount in controversy exceeds \$75,000, and 28 U.S.C. § 1337.

9. Venue is appropriate in this district pursuant to Sections 4(a), 12, and 16 of the Clayton Act, 15 U.S.C. §§ 15(a), 22, and 26, and Sections 1391(b), (c) and (d) of the United States Judicial Code, 28 U.S.C. § 1391(b), (c) and (d), because one or more of the Defendants reside, are licensed to do business, are doing business, transact business, are found or have agents in this district, and, as to the foreign Defendants, pursuant to 28 U.S.C. 1391 (c)(3).

10. Personal jurisdiction over each of the Defendants is proper in this district pursuant to Sections 4 and 12 of the Clayton Act, 15 U.S.C. §§ 15 and 22, in that each of the Defendants resides, is found, transacts business, or has an agent in this district. Personal jurisdiction over each of the Defendants is also proper in the Eastern District of Virginia in that the claims asserted here arise from one or more of the following acts:

- a. Each of the Defendants, in person, through an agent, or through its subsidiary, transacts business within the Commonwealth of Virginia or has consented to supply services in the Commonwealth of Virginia; or
- b. Each of the Defendants, in person, through an agent, or through its subsidiary, has committed a tortious act within the United States; or
- c. Each of the Defendants, in person, through an agent, or through its subsidiary committed a tortious act outside the Commonwealth of Virginia causing injury to persons or property within the Commonwealth of Virginia and regularly does or solicits business in the United States; or
- d. Each of the Defendants, in person, through an agent, or through its subsidiary committed a tortious act outside the Commonwealth of Virginia causing injury to persons or property within the Commonwealth of Virginia; each expected or should reasonably have expected the act to have consequences in the Commonwealth of Virginia; and each derived substantial revenue from interstate or international commerce.

11. The activities of the Defendants and their co-conspirators were within the flow of, and were intended to, and did, have direct, substantial, and reasonably foreseeable effects on the interstate commerce of the United States.

12. Personal jurisdiction is also available under the Commonwealth of Virginia's Long-Arm Statute, Va. Code. Ann. §8.01-328.1, in that Defendants' illegal actions in the Commonwealth of Virginia, such as the sale of lower safety, lower price table saws, caused SawStop, LLC to lose sales and profits, as well as injured the residents of the Commonwealth of Virginia.

III. PARTIES

A. PLAINTIFFS

13. Plaintiff SD3, LLC ("SD3") is an Oregon limited liability company with its principal place of business at 9564 S.W. Tualatin Road, Tualatin, Oregon 97062. SD3 is the parent company of Sawstop, LLC. Dr. Stephen F. Gass is a member and founder of SD3, LLC and he, along with co-inventors, invented a type of active injury mitigation technology for table saws and other power tools known as the SawStop Technology. Dr. Gass and his co-inventors have a portfolio of many extant United States Patents issued to them directed to various aspects of SawStop Technology. Active injury mitigation technology detects proximity or contact between an operator and a dangerous part of a power tool, such as a saw blade in a table saw, and then takes some action to mitigate injury to the operator. The SawStop Technology is an implementation of active injury mitigation technology. In table saws, the SawStop Technology detects contact between a person and the blade and then stops and retracts the blade to mitigate injury, as explained more fully below. SD3, LLC holds the Gass *et al.* patent portfolio directed to SawStop Technology

14. Plaintiff SawStop, LLC is an Oregon limited liability with its principal place of business at 9564 S.W. Tualatin Road, Tualatin, Oregon 97062. SD3, LLC is SawStop, LLC's parent company. SawStop, LLC makes and sells table saws equipped with the SawStop Technology.

15. SD3, LLC marketed and offered to license the SawStop Technology, including the extensive Gass *et al.* patent portfolio, to table saw manufacturers, but these negotiations were unsuccessful.

16. After negotiations with Black & Decker, Bosch, Emerson, Ryobi, and other table saw manufacturers to license the SawStop Technology ended, SawStop, LLC designed and brought to market its own table saws incorporating the SawStop Technology.

17. SawStop, LLC's first table saw was sold and delivered to the public on or about August 2004.

18. SawStop Technology, as implemented by SawStop, LLC on table saws, is a type of active injury mitigation technology, which includes a safety system that detects accidental contact between a person and the spinning blade of the saw and then reacts to minimize any injury. Detecting contact and minimizing injury are carried out by separate systems. The contact detection system works by recognizing differences between the electrical properties of wood (or any non-conductive material) and a person. The system generates an electrical signal onto the blade, and then monitors that signal for changes caused by contact with a person's body. The signal remains unchanged when the blade cuts wood because of the small inherent capacitance and conductivity of wood. However, when a person touches the blade, the signal instantly changes because of the relatively large inherent capacitance and conductivity of a person's body relative to wood. The reaction system acts to minimize injury when contact is detected. In a table saw, the reaction system typically uses a spring to push a block of aluminum or plastic, called a brake pawl, into the teeth of the blade to instantly stop the blade from spinning. The spring is held in compression by a fuse wire until the detection system detects contact. When the detection system detects contact, the reaction system releases the spring by

burning the fuse wire with a surge of electricity. The spring pushes the brake pawl into the teeth of the spinning blade and the teeth cut into the pawl and bind, thereby stopping the blade. The brake pawl is part of a replaceable cartridge that includes the spring, fuse wire, and electronics necessary to burn the fuse wire. The action of stopping the blade also causes the blade to retract and drop below the table. Detecting accidental contact and burning the fuse wire to release the spring happens within less than a millisecond, or 1/1000th of one second. In a table saw with a 10-inch diameter blade, the blade typically stops within 3 milliseconds. A human would need several hundred milliseconds to react to an unexpected event like contacting a saw blade, so the SawStop Technology reacts about 100 times faster than a person. As a result, a person accidentally contacting a spinning blade in a saw equipped with the SawStop Technology typically would receive only a small nick.

19. SawStop, LLC currently sells three types of table saws:
 - a. industrial cabinet saws, which are large, heavy-duty table saws that run on 230-volt or higher voltage and have 3, 5, or 7.5 horsepower motors,
 - b. professional cabinet saws, which are also heavy-duty table saws that have 3 or 1.75 horsepower motors, and
 - c. contractor saws, which are smaller and which run on 120-volt power.

20. Sawstop, LLC saws and the SawStop Technology have received numerous awards, including:

- a. **Chairman's Commendation.** The U.S. Consumer Product Safety Commission ("CPSC") awarded the technology a Chairman's Commendation for significant contributions to product safety. That award was reported nationally on CNN Headline News.

- b. **Challenger's Award.** At an International Woodworking Fair in Atlanta, Georgia, the technology won the Challenger's Award, which is the woodworking industry's highest honor. It recognizes the most innovative and technically advanced improvements to woodworking equipment.
- c. **Breakthrough Award.** Popular Mechanics magazine award honoring America's top innovators.
- d. **One of the 100 Best New Innovations.** Popular Science magazine award honoring new innovations.
- e. **One of the Top 10 Tools.** Workbench magazine award honoring the top innovative tools.
- f. **Award of Quality Editor's Choice.** Workbench magazine.
- g. **Reader's Choice Award.** Woodshop News magazine award given to a new tool or machine that has significantly increased productivity or quality of work.
- h. **Best Innovations Award.** Time magazine award to recognize significant innovations.
- i. **Woodwork Institute of California Endorsement.** The Woodwork Institute of California has endorsed the technology, stating:

As a Trade Association in the construction industry (representing over 250 manufacturers of architectural millwork with an excess of 4,000 employees, all of whom use saws of one type or another) we find your SawStop Technology and its potential of eliminating or reducing worker injury of extreme significance. Generally, we would not endorse a commercial product; however the potential benefit to our members and their employees of implementing the SawStop Technology on the tools used within our industry overrides such.
- j. **Sequoia Award.** Association of Woodworking & Furnishings Suppliers award recognizing leadership in ergonomics and safety.

- k. **Imhotep Award.** Award from the International Social Security Association, Construction Section on Occupational Safety and Health in the Construction Industry, recognizing innovative safety technology.
 - l. **Nova Award.** Construction Innovation Forum.
 - m. **Editor's Choice Award.** Tools of the Trade magazine.
 - n. **Editor's Best Overall Choice and Readers Choice Awards.** Taunton's Tool Guide (publisher of Fine Woodworking magazine).
 - o. **Heartwood Award.** Architectural Woodwork Institute award in recognition of outstanding safety contributions.
21. SawStop, LLC has compiled a list of over 2000 incidents ("Finger Saves") in which a user contacted the blade on a table saw with SawStop Technology and the SawStop Technology reacted to mitigate injury, over 95% of the time resulting in a nick that required only a band-aid or less for treatment.

B. DEFENDANTS

22. **Black & Decker (U.S.), Inc.** is Maryland Corporation with its principal place of business at 701 East Joppa Road, Towson, MD 21286. On March 12, 2010, Stanley Works completed a merger with Black & Decker, forming Stanley Black & Decker, Inc. ("Black & Decker"). Black & Decker is a leading global manufacturer and marketer of power tools and accessories, hardware and home improvement products, and technology-based fastening systems. Black & Decker (U.S.), Inc. conducts business in the Commonwealth of Virginia and maintains a registered agent in the Commonwealth of Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060. Black & Decker (U.S.), Inc. has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to

apply for approximately 77 patents for technology and processes that will be used in their manufacturing operations.

23. **Black & Decker Corp.** is a Maryland Corporation with its principal place of business at 1000 Stanley Drive, New Britain, Connecticut, 06053. On March 12, 2010, Stanley Works completed a merger with Black & Decker, forming Stanley Black & Decker, Inc. (“Black & Decker”). Black & Decker is a leading global manufacturer and marketer of power tools and accessories, hardware and home improvement products, and technology-based fastening systems. Until the merger with Stanley Works, Black & Decker Corp. conducted business in the Commonwealth of Virginia.

24. **Stanley Black & Decker, Inc.** (“Black & Decker”) is a Connecticut corporation headquartered at 1000 Stanley Drive, New Britain, CT 06035 that was created on March 12, 2010, with the merger of Stanley Works and Black & Decker, Inc. Black & Decker is a leading global manufacturer and marketer of power tools and accessories, hardware and home improvement products, and technology-based fastening systems. Black & Decker had total revenues of \$10.2 billion in 2012, with 48% of that revenue from sales in the United States. Black & Decker brands have included Delta Machinery (acquired 2005; sold 2011), DeWALT (acquired by Black & Decker Corp. in 1960), and Porter-Cable (acquired 2005). Black & Decker is a member of the Power Tool Institute, Inc. Black & Decker has representatives on Standards Technical Panel 745, which controls UL Safety Standard 987, *Stationary and Fixed Electric Tools*. Black & Decker conducts business in the Commonwealth of Virginia and maintains a registered agent in the Commonwealth of Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060. Black & Decker has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to

apply for approximately 67 patents for technology and processes that will be used in their manufacturing operations. According to its websites, www.stanleytools.com and www.blackanddecker.com, Black & Decker sells its products through at least three hundred (300) dealers located in the Commonwealth of Virginia, including at Ace, Bed Bath & Beyond, BJ's Wholesale Club, Do it Best, Home Depot, Fred Meyer, Kmart, Lowe's, Marvin's, Meijer, Menards, Sam's Club, Sears, Target, True Value, and WalMart stores.

25. **Chang Type Industrial Co., Ltd. ("Chang")** is headquartered at 41, Nantsuen Rd., Houli Dist, Taichung City, Taiwan (R.O.C.) and is the parent of Delta Power Equipment Corp., which conducts business in the Commonwealth of Virginia as described below.

26. **Delta Power Equipment Corp. ("Delta Machinery")** is headquartered at 5520 Airport Road, Anderson, South Carolina 29626. From 1981 to 2004 Delta Machinery was part of the Pentair Tools Group, consisting of Porter-Cable, Delta Machinery, and DeVilbiss Air Power. The Pentair Tools Group was acquired by Black & Decker Corp. in 2005. Chang Type Industrial Co., Ltd. acquired Delta Machinery from Black & Decker in 2011. According to its website, www.deltamachinery.com/dealer-search-results/directory/combined, Delta Machinery conducts business in the Commonwealth of Virginia and sells its products through at least the six (6) dealers located in the Commonwealth of Virginia.

27. **DeWALT Industrial Tools ("DeWALT")** is a subsidiary of Black & Decker that manufactures and sells power hand tools and accessories in the United States. Its corporate offices are located at 701 Joppa Road, Baltimore, MD 21286. DeWALT conducts business in the Commonwealth of Virginia and its parent, Black & Decker, maintains a registered agent in the Commonwealth of Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen,

VA 23060. According to its website, www.dewalt.com/Find-Retailer-Results, DeWALT sells its products through at least the thirty (30) dealers in the Commonwealth of Virginia.

28. **Porter-Cable Corporation** (“Porter-Cable”) is a subsidiary of Black & Decker with headquarters located at 4825 Highway 45 N #800, Jackson, Tennessee 38305-7900, that manufactures and sells power tools in the United States. Porter-Cable products include portable belt sanders, helical drive circular saws, and portable band saws. Prior to its acquisition by Black & Decker Corp. in October 2004, Porter Cable was a part of the Pentair Tools Group, consisting of Porter-Cable, Delta Machinery, and DeVilbiss Air Power. Porter-Cable conducts business in the Commonwealth of Virginia and its parent, Black & Decker, maintains a registered agent in the Commonwealth of Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060. Porter-Cable has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 104 patents for technology and processes that will be used in their manufacturing operations. According to its website, www.portercable.com/ServiceandSupport/ServiceCenters.aspx, Porter-Cable sells its products in at least eighteen (18) locations in the Commonwealth of Virginia.

29. **Robert Bosch GmbH** is headquartered at Bosch Service Center, Postfach 30 02 20, Stuttgart, 70442, Germany, and operates in the United States and the Commonwealth of Virginia through its subsidiary Robert Bosch Tool Corporation, as described below. Bosch’s brands include Dremel (acquired 1993), SKIL (part of a joint venture formed between Emerson Electric Company and Bosch in 1991 called S-B Power Tool Co. and then fully acquired by Bosch in 1996), and Vermont American Power Tool Accessories (acquired 2003).

30. **Robert Bosch Tool Corporation** (“Bosch”) is a Delaware corporation headquartered at 1800 W. Central Road, Mount Prospect, IL 60056. Bosch manufactures power tools and power tool accessories, and engages in the design, manufacture, and sale of power tools, rotary and oscillating tools, accessories, laser and optical levelling and range finding tools, and garden and watering equipment. Bosch sells its products in the United States. Bosch’s brands include Bosch, Dremel (acquired 1993), Freud, SKIL (part of a joint venture formed between Emerson Electric Company and Bosch in 1991 called S-B Power Tool Co. and then fully acquired by Bosch in 1996), and Vermont American Power Tool Accessories (acquired 2003). Bosch Power Tools and Robert Bosch Tool Corp. are members of the Power Tool Institute, Inc. Bosch has representatives on Standards Technical Panel 745, which controls UL Safety Standard 987, *Stationary and Fixed Electric Tools*. Bosch conducts business in the Commonwealth of Virginia and maintains a registered agent in the Commonwealth of Virginia: Corporation Service Company, Bank of America Center, 16th Floor, 1111 East Main Street, Richmond, VA 23219. Bosch has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 22 patents for technology and processes that will be used in their manufacturing operations. According to Bosch’s website, www.boschtools.com, Bosch sells its products in at least two hundred (200) locations in the Commonwealth of Virginia.

31. **SKIL Power Tools** (“SKIL”) is a wholly owned subsidiary of the Robert Bosch Tool Corporation, headquartered at 1800 West Central Road, Mount Prospect, IL 60056, that manufactures electric power tools and accessories. SKIL is a member of the Power Tool Institute, Inc. SKIL conducts business in the Commonwealth of Virginia. According to its

website, <http://www.skiltools.com/Parts-And-Service/Pages/Where-To-Buy.aspx>, SKIL sells its products in at least one hundred seventy seven (177) locations in the Commonwealth of Virginia.

32. **Emerson Electric Company** (“Emerson”) is a Missouri corporation headquartered at 8000 West Florissant Avenue, St. Louis, MO, 63136, that manufactures power equipment. Emerson sells its products throughout the United States. Emerson formed SKIL Power Tools with Bosch in 1991, called S-B Power Tool Co. at the time, which was fully acquired by Bosch in 1996. Emerson had representatives on Standards Technical Panel 745, which controls UL Safety Standard 987, *Stationary and Fixed Electric Tools*. Emerson conducts business in the Commonwealth of Virginia and maintains a registered agent in the Commonwealth of Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060. Emerson has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 1,944 patents for technology and processes that will be used in their manufacturing operations.

33. **Hitachi Koki Co., Ltd.** is headquartered at Shinagawa Intercity Tower A, 20th Floor, 15-1, Konan 2-chome, Minato-ku, Tokyo 108-6020, Japan, is the parent of Hitachi Koki USA Ltd., and conducted business in the Commonwealth of Virginia and the United States through its subsidiary as described below.

34. **Hitachi Koki USA Ltd.** (“Hitachi”) is headquartered at 3950 Steve Reynolds Boulevard, Norcross, GA 30093, and manufactures many types of power tools including chainsaws, drills, and woodworking power tools, metalworking power tools, cordless power tools, construction power tools, pneumatic tools (nailers, screwdrivers and compressors for nailers), woodworking machines, outdoor power equipment, gardening tools, household power tools, dust collectors, measure laser tools, and other accessories such as diamond tools and consumable parts, which

are sold in the United States. Some products are branded Koki Tanaki. Hitachi is a member of the Power Tool Institute, Inc. Hitachi has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 1,103 patents for technology and processes that will be used in their manufacturing operations. Hitachi conducts business in the Commonwealth of Virginia, according to its website, www.hitachipowertools.com/index/main-navigation/find-a-retailer.aspx, by selling its products in at least eighty three (83) locations in the Commonwealth of Virginia.

35. **Makita Corporation** is headquartered at 3-11-8, Sumiyoshi-cho, Anjo, Aichi 446-8502, Japan, is the parent of Makita USA, Inc. and operates in the United States and the Commonwealth of Virginia through its subsidiary Makita USA, Inc. as described below.

36. **Makita USA, Inc.** ("Makita") is a California corporation headquartered at 14930 Northam Street, La Mirada, CA 90638, and manufactures power tools and outdoor power equipment sold in the United States. Makita is a member of the Power Tool Institute, Inc. Makita has representatives on Standards Technical Panel 745, which controls UL 987, *Stationary and Fixed Electric Tools*. Makita conducts business in the Commonwealth of Virginia and maintains a registered agent in the Commonwealth of Virginia: Corporation Service Company, Bank of America Center, 16th Floor, 1111 East Main Street, Richmond, VA 23219. According to its website, www.makitatools.com/en-us/Modules/Shop/, Makita sells its products in at least fifty four (54) locations in the Commonwealth of Virginia.

37. **Techtronic Industries Co., Ltd.** is headquartered at 24/F, CDW Building, 388 Castle Peak Road, Tsuen Wan, N.T., Hong Kong, is the parent for Techtronic Industries North America, Inc., and designs, manufactures and markets power tools, outdoor power equipment,

and floor care and appliances. TTI's brands include AEG, Milwaukee Electric (acquired 2005), Ryobi, and Homelite. TTI also makes table saws sold under the Craftsman and Ridgid brands.

38. **Techtronic Industries North America, Inc.** ("TTI") is headquartered at 303 International Circle, Suite 490, Hunt Valley, MD 21030, and manufactures power tools such as band saws, table saws, biscuit joiners, buffer/polishers, circular saws, combos, cut-off machines, drill presses' drill drivers, grinders, jig saws, laser levels, measuring devices, miter saws, nailers, planers, reciprocating saws, rotary hammers, demolition hammers, sanders, scroll saws, and specialty tools which are sold in the United States. TTI conducts business in the Commonwealth of Virginia. TTI has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 25 patents for technology and processes that will be used in their manufacturing operations.

39. **Milwaukee Electric Tool Corp.** ("Milwaukee Electric") is headquartered at 13135 West Lisbon Road, Brookfield, WI 53005-2550 and manufactures portable electric power tools and accessories, which are sold in the United States. From 1995 to 2005, Milwaukee Electric was a subsidiary of Atlas Copco. In 2005, Milwaukee Electric became a subsidiary of Techtronic Industries Co. Ltd. Milwaukee Electric is a member of the Power Tool Institute, Inc. Milwaukee has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 399 patents for technology and processes that will be used in their manufacturing operations. Milwaukee Electric conducts business in the Commonwealth of Virginia and, according to its website, www.milwaukeetool.com, sells its products in at least twelve (12) locations in the Commonwealth of Virginia.

40. **Ryobi Technologies, Inc. (“Ryobi”)** is a Delaware corporation headquartered at 1428 Pearman Dairy Road, Anderson, SC 29625 and manufactures power tools, including portable benchtop planers, woodcutting systems, and cordless power tools which are sold in the United States under the Craftsman, Ryobi, and Ridgid brand names. Ryobi is a subsidiary of Techtronic Industries Co. Ltd. and a member of the Power Tool Institute, Inc. Ryobi has representatives on Standards Technical Panel 745 which controls UL 987, *Stationary and Fixed Electric Tools*. Ryobi conducts business in the Commonwealth of Virginia.

41. **One World Technologies Inc. or OWT Industries, Inc. (“OWT”)** is a Delaware Corporation headquartered at 225 Pumpkintown Highway, Pickens, SC 29671 and does business as Ryobi Tools, which manufactures power tools, including portable benchtop planers, woodcutting systems, and cordless power tools sold in the United States under the Craftsman, Ryobi, and Ridgid brand names. OWT is a subsidiary of Techtronic Industries Co. Ltd. OWT conducts business in the Commonwealth of Virginia.

42. **Pentair Corporation (“Pentair”)** is headquartered at 5500 Wayzate Boulevard, Suite 800, Minneapolis, MN 55415 and sells products and services relating to water and other fluids, thermal management, and equipment protection, in the United States. The Pentair Tools Group included Porter-Cable, Delta Machinery, and DeVilbiss Air Power until they were acquired by Black & Decker Corp. in October 2004. Pentair conducts business in the Commonwealth of Virginia. Pentair has transacted business in the Commonwealth of Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 114 patents for technology and processes that will be used in their manufacturing operations.

C. CO-CONSPIRATORS

i. Power Tool Institute

43. Co-conspirator Power Tool Institute, Inc. (“PTI”) is an organization with members that manufacture power tools, including table saws. The PTI has its principal place of business at 1300 Sumner Avenue, Cleveland, Ohio 44115-2851. According to its website, PTI’s “primary objectives are to promote the common business interests of the power tool industry; to represent the industry before government; to educate the public as to the usefulness and importance of power tools; to encourage high standards of safety in the manufacture of power tools; and to prepare and distribute information about safe use of power tools.” PTI estimates the annual shipments of table saws to U.S. customers at between 800,000 to 850,000 units in 2006 and 2007; 650,000 in 2008; 589,000 in 2009; and 429,000 in 2010.

44. PTI members, during PTI meetings, agreed to and did conspire to boycott SawStop Technology for table saws; fraudulently concealed their group boycott of SawStop Technology; conspired to prevent active injury mitigation technology from being incorporated into UL standard 987, *Stationary and Fixed Electric Tools*; and conspired to incorporate anticompetitive table saw blade guard design standards into UL standard 987, *Stationary and Fixed Electric Tools*, rather than performance standards that would allow competition in the design of blade guards.

ii. UL

45. Co-conspirator Underwriters Laboratories, Inc. and/or UL, LLC (“UL”), is a safety consulting and certification company with its principal place of business at 333 Pfungsten Road, Northbrook, Illinois 60062. UL provides safety-related certification, validation, testing, inspection, auditing, advising, and training services to a wide range of clients, including

manufacturers, retailers, policymakers, regulators, service companies, and consumers. UL maintains a registered agent in the Commonwealth of Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060.

46. According to its press releases, “UL is a premier global independent safety science company that has championed progress for 120 years. Its more than 10,000 professionals are guided by the UL mission to promote safe working and living environments for all people. UL uses research and standards to continually advance and meet ever-evolving safety needs. As stated in its website, www.ul.com, “We partner with businesses, manufacturers, trade associations and international regulatory authorities to bring solutions to a more complex global supply chain.”

47. UL Standards Technical Panel 745 (“STP 745”) consisting primarily of manufacturers and individuals with connections to manufacturers, oversees the content of UL Safety Standard 987, *Stationary and Fixed Electric Tools*, which sets safety standards for table saws.

48. Members of STP 745 are not required to consider public interests over their own interests when considering changes to UL Safety Standard 987.

IV. TRADE AND COMMERCE

49. Plaintiffs and Defendants engaged in the manufacture and sale of table saws and related goods within the continuous and uninterrupted flow of interstate commerce in the United States.

50. Defendants and their coconspirators, PTI and UL, engaged in the regulation of and standard setting processes for table saws and related goods within the contiguous and uninterrupted flow of interstate commerce of the United States.

51. Defendants’ actions were intended to and did substantially impede the contiguous and uninterrupted flow of interstate commerce of the United States.

52. There are tens of thousands of customers who purchased table saws from Defendants within the Commonwealth of Virginia who have been affected by the conspiracy among Defendants and their co-conspirators.

53. SawStop, LLC has sold over 800 table saws to customers in the Commonwealth of Virginia, and would have sold additional table saws in the Commonwealth of Virginia but for the effects of Defendants' conspiracies.

V. FACTUAL ALLEGATIONS

A. TABLE SAW INDUSTRY

54. Plaintiffs and Defendants engaged in the manufacture and sale of table saws and related goods within the continuous and uninterrupted flow of interstate commerce in the United States.

55. Defendants and their coconspirators, PTI and UL, engaged in the regulation of and standard setting processes for table saws and related goods within the contiguous and uninterrupted flow of interstate commerce of the United States.

56. PTI members account for approximately 85% of the sales of all table saws sold in the United States from 1993 to 2003.

57. There are at least three general classifications of table saws: bench top saws generally weighing less than 80 pounds; contractor saws weighing about 250 pounds; and cabinet saws weighing more than 250 pounds. Lightweight benchtop table saws generally sell for around \$150 to \$600 per unit. Cast iron industrial cabinet saws can sell for thousands of dollars.

58. The average retail price for a table saw is around \$500 per table saw.

59. PTI estimates the annual shipments of table saws to U.S. customers at between 800,000 to 850,000 units in 2006 and 2007; 650,000 in 2008; 589,000 in 2009; and 429,000 in 2010.

60. Average annual shipments of table saws in the United States total approximately 700,000 units, with Defendants responsible for approximately 85% of these sales, or 595,000.

B. INJURIES FROM TABLE SAWS

61. In 1998, the U.S. Consumer Products Safety Commission (“CPSC”) summoned table saw manufacturers to address the 30,000 annual blade-contact injuries caused by table saws.

62. Table saw manufacturers responded to the CPSC’s concerns in 1999, through their trade group PTI, by stating that they would not be redesigning their saws or changing their guards, but would instead create educational videos encouraging high school shop students to use table saw guards.

63. On December 8, 1999, the CPSC met with PTI at the UL Research Triangle Office so that PTI could respond to CPSC’s table saw injury data. PTI’s intended actions to address the high rate of injuries were described in the meeting log as follows:

PTI believes the current spreader guard is the best possible guard for most thru cuts. Education is the only way to affect the injury hazard patterns seen. Education, not redesigning the guard, is needed to convince operators to use the blade guard. The user must be alerted to the importance of placing the guard back on the table saw. PTI intends to create and send safe use instruction videos to high school vocation teachers. There are no plans to make the videos available at stores like Home Depot or Lowe’s.

64. Beginning in about 2003, after Plaintiffs demonstrated the SawStop Technology to the industry and to the CPSC, power saw manufacturers told the CPSC that a new guard should be implemented, but the CPSC should not adopt a rule mandating active injury mitigation technology.

65. Today, despite changes to the UL Safety Standard 987 in 2005 and 2007, table saws continue to injure tens of thousands of people annually.

66. As published in the Comments of National Consumers League, Consumer Federation of America, Consumers Union, Public Citizen, and U.S. PIRG to the U.S. Consumer Product Safety Commission on “Table Saw Blade Contact Injuries; Advance Notice of Proposed Rulemaking; Request for Comments and Information,” (Feb. 12, 2012), “Tens of thousands of serious injuries occur every year as a result of contact with a table saw blade.”

67. The CPSC estimates that there were approximately 33,450 hospital emergency room-treatments per year due to contact with a table saw blade, based on a study of table saw injuries in the U.S. during 2007 and 2008.

68. The total number of injuries in the U.S. from table saws is nearly double the amount of emergency-room visits. The CPSC estimates that there are a total of 67,300 medically-treated blade contact injuries every year, which equates to over 180 medically-treated blade contact injuries daily.

69. Injuries caused by table saw blade contact are severe. They include lacerations (65.9% of injuries), fractures (12.4%), amputations (12%), and avulsions (8.5%), which is the forcible tearing away of a body part by trauma.

70. The number of table saw-related injuries has remained steady from 2001 to 2008. Medically-treated table saw blade contact injuries impose costs on U.S. consumers of approximately \$2.36 billion each year, or approximately \$35,000 per injury.

71. These costs to society are far greater than the costs to effectively eliminate these injuries. With about 10 million table saws in use, each table saw, on average, generates over \$2,000 in societal costs over its lifetime, assuming a 10-year product life. The typical price of a table saw, in contrast, ranges from \$250 to \$500 (although some table saws cost several thousand dollars), and the total annual retail market for table saws in the United States is around \$300-\$400

million. Thus, on average, each table saw costs society at least 4 times more in injury-related costs than the price of the saw itself.

72. As stated in Comment of Power Tool Institute, Inc. to U.S. Consumer Product Safety Commission Petition CP 03-2 (Nov. 2003), despite these statistics and the high cost to society from table saw injuries, PTI insists that “table saws are a relatively safe product.”

C. UL STANDARDS FOR THE TABLE SAW INDUSTRY

73. The voluntary safety standard in the United States for table saws is UL 987, *Stationary and Fixed Electric Tools*.

74. UL 987, *Stationary and Fixed Electric Tools*, was first introduced in 1971. Updates to the standard occurred in 1983, 1985, 1986, 1988, 1990, 1992, 1994, 1995, 1997, 1998, 1999, 2000, 2005, 2006, 2007, 2009, 2010, 2011, and 2013.

75. The updates to UL 987 which were subject to the conspiracy described herein are those changing the requirements for blade guards in 2005 and 2007.

76. The original UL 987 standard required a hood acting as a blade guard, a spreader to help prevent kickback, and an additional antikickback device.

CONSPIRACY IN RESTRAINT OF SAWSTOP TECHNOLOGY

A. CONCERTED REFUSAL TO LICENSE SAWSTOP TECHNOLOGY

i. Nature of Conspiracy

77. SD3, LLC offered to license its patents related to the SawStop Technology to Defendants, who comprised the bulk of the table saw industry in the United States.

78. In August 2000, SawStop, LLC took a prototype table saw incorporating the SawStop Technology to a trade show in Atlanta, Georgia to publicly demonstrate the technology for the first time. At the trade show, they pushed a hot dog into the teeth of the spinning blade as if the

hot dog were a misplaced finger. The blade would cut through the wood as expected, but stopped when it contacted the hot dog, resulting in only a small nick on the hot dog. Although many woodworkers appreciated the SawStop Technology, table saw manufacturers reacted differently.

79. James Dartlin Meadows, an attorney who said he had defended Black & Decker in product liability cases, also approached Plaintiffs at the Atlanta trade show and advised that Plaintiffs not tell people the technology was ready to go. Rather, SawStop should say that it was a prototype technology because saying the technology was ready to go would put pressure on manufacturers.

80. Thereafter, Plaintiffs began negotiations over licensing the SawStop Technology to a number of Defendants, including Bosch, Black & Decker, Emerson, and Ryobi.

81. On November 10, 2000, Plaintiffs' employees attended a PTI meeting in Cleveland, OH to demonstrate a prototype saw equipped with SawStop Technology.

82. Members of PTI, which include but are not limited to Stanley Black & Decker, Bosch Power Tools, Dewalt, Dremel, Hilti, Inc., Hitachi Koki, U.S.A., Ltd., Makita USA, Inc., Milwaukee Electric Tool Corporation, Robert Bosch Tool Corp., Ryobi Technologies, Inc., SKIL Power Tools, and Techtronic Industries Co., Ltd., considered how they as a group could best respond to SawStop Technology.

83. According to sworn testimony of David Peot, who at the time of his testimony was the retired Director of Advanced Technologies and Director of Engineering at Ryobi, Trial Tr., Day 4, 111:14-112:9, 125:2-126:8, *Osario v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010), during PTI meetings table saw manufacturers expressed concerns that if one manufacturer adopted SawStop Technology, then all manufacturers would

be subject to greater liability in future product liability cases. This concern about liability was a reason that the manufacturers decided as a group not to adopt SawStop Technology.

84. Mr. Peot testified, *Id.* at 127:22-25, that he was concerned that, “if another manufacturer were to develop a concept of improved table saw safety, then the manufacturers who don’t have that would certainly be at a disadvantage when it comes to product liability.”

85. During a February 2001 presentation at the Defense Research Institute in Las Vegas, Daniel Lanier, Black & Decker’s national coordinating counsel for product liability litigation, gave a presentation titled “Evidentiary Issues Relating to SawStop Technology for Power Saw.” Mr. Lanier stated that if a couple of years passed without implementation of the SawStop Technology, manufacturers could argue in product liability lawsuits that the technology was not viable as evidenced by the fact that no one had adopted it and because it was not an industry standard.

86. Mr. Peot further testified under oath at Trial Tr., Day 4, 109:20 -110, 111:14-112:9, 125:2-126:8, *Osario v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010), at a PTI meeting in October 2001, members discussed developing something like SawStop, without having to pay a royalty fee to Dr. Gass.

87. PTI’s table saw manufacturers determined at that meeting that they would vote on how to respond to the SawStop Technology. *Id.* at 113:25-114:3.

88. Around the time PTI’s table saw manufacturers voted to respond collectively to SawStop Technology, the individual manufacturers ended negotiations with SD3 to license SawStop Technology.

89. In order to conceal the conspiracy and continue to depress the market for SawStop Technology, PTI and its members have asserted and continue to assert that they are working on

or investigating better, safer, and cheaper table saw injury mitigation technology, which has not yet materialized.

a. Licensing Negotiations with Bosch

90. On April 17, 2001, Plaintiffs met with Bosch to discuss SawStop Technology and how Plaintiffs thought it was incumbent on saw manufacturers to implement the technology as soon as possible. During that meeting, Peter Domeny, Director of Product Safety of Bosch, said he stayed awake at nights wondering how he was going to defend personal injury lawsuits involving table saws in light of the SawStop Technology.

91. In June 2001, Plaintiffs began discussions with Bosch about licensing SawStop Technology.

92. In September 2001, Plaintiffs sent Bosch a draft licensing agreement.

93. On September 17, 2001, John Remmers, Senior Vice President of New Product Development of Bosch, told Plaintiffs that he was trying to “feel out” other manufacturers to develop a SawStop table saw, but there was no interest from other manufacturers.

94. In October 2001, Bosch asked Plaintiffs what other manufacturers were doing about licensing the SawStop Technology.

95. In November 2001, Bosch suddenly ended its communications and licensing negotiations with Plaintiffs for SawStop Technology.

96. Bosch’s refusal to deal with Plaintiffs was part of a concerted refusal to deal conspiracy agreed to by PTI members who manufacture table saws.

97. In December 2001, Peter Domeny, Director of Product Safety at Bosch, attended a UL standards meeting and spoke out against a regulation for active injury mitigation technology, such as SawStop Technology, on table saws.

b. Licensing Negotiations with Black & Decker

98. In October 2000, Plaintiffs began discussions with Black & Decker about licensing SawStop Technology.

99. Bill Taylor, now President - Fastening & Accessories of Stanley Black & Decker, tried to steer Plaintiffs away from contacting the CPSC. He specifically advised that if Plaintiffs attempted to contact the CPSC the industry would get together and “squish” them.

100. In August 2001, after sporadic negotiations with Black & Decker about licensing agreements, Todd Huston, Vice President of Commercial Marketing for Black & Decker approached Plaintiffs at a tradeshow and said that the higher ups at Black & Decker are used to being able to “crush little guys,” but SD3’s patents gave Plaintiffs leverage that might convince those higher ups not to crush Plaintiffs.

101. On August 30, 2001, Dr. Gass spoke with Todd Huston, who advised that Black & Decker would pursue implanting SawStop Technology and that it was inevitable that an agreement would be reached.

102. In April 2002, Adan Ayala sent Plaintiffs a draft licensing agreement, offering a 1% royalty but requiring indemnification by Plaintiffs of Black & Decker.

103. In June 2002, licensing negotiations with Defendant Black & Decker ended.

104. Black & Decker’s refusal to deal with Plaintiffs was part of a concerted refusal to deal conspiracy agreed to by PTI members who manufacture table saws.

c. Licensing Negotiations with Emerson

105. In August 2000, Plaintiffs began negotiations with Emerson by providing demonstrations of SawStop Technology, meeting with them in St. Louis, Missouri and in Oregon.

106. During meetings in Oregon with Dave Pringle, President of Emerson Tool Company, Mr. Pringle advised that power tool manufacturers did not like Plaintiffs because the SawStop Technology created a difficult problem for the manufacturers. On one hand, ignoring the SawStop Technology risked product liability lawsuits but on the other, they could not adopt the technology without paying an unwanted royalty.

107. Mr. Pringle also advised Plaintiffs that it might be in Emerson's interest to delay introduction of the SawStop Technology to maximize the return on Emerson's existing manufacturing tools.

108. In August 2001, Emerson sent Plaintiffs a draft licensing agreement for SawStop Technology with a royalty of 3% that could increase to 5% and 8%, depending on market success.

109. In September 2001, Emerson advised Plaintiffs that they thought they could get around SawStop patents.

110. In January 2002, licensing negotiations with Emerson ended.

111. Emerson's refusal to deal with Plaintiffs was part of a concerted refusal to deal conspiracy agreed to by PTI members who manufacture table saws.

d. Licensing Negotiations with Ryobi

112. In October 2000, SD3 began discussions with Ryobi about licensing SawStop Technology, which continued until July 2001.

113. After a demonstration at Ryobi's Anderson, South Carolina facility, on October 10, 2000, Ryobi's in-house counsel, Robert Bugos was asked how soon Ryobi would adopt the technology. Mr. Bugos said, "fast as they can."

114. During Trial Tr., Day 4, 101:20-102:2, *Osario v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010), David Peot, Engineering Director at Ryobi, testified under oath that he was impressed by the SawStop Technology demonstration and urged Ryobi to evaluate the feasibility of incorporating SawStop into Ryobi saws.

115. Ryobi employees formed a team that outlined what would be needed to incorporate SawStop into Ryobi saws. *Id.* at 103:6-14.

116. In October 2001, an agreement on terms of the licensing agreement for SawStop Technology to Ryobi was seemingly reached.

117. On January 18, 2002, Jeff Dils, Ryobi's Executive Vice President of Marketing, signed the agreement and sent it to Plaintiffs for signature. This agreement called for a 3% royalty that would rise to 5% or 8% depending on the success of the technology in the marketplace, and was also non-exclusive so that SD3 could license the technology to other companies.

118. SawStop objected to wording of the agreement, preventing them from signing it. Defendants advised Plaintiffs that they should expect a revised and corrected agreement. But that revised document never came, despite repeated phone calls between Plaintiffs and Ryobi over the following weeks and months.

119. In January 2002, Ryobi ceased responding to Plaintiffs regarding the SawStop Technology. Plaintiffs continued to attempt to communicate with Ryobi about the licensing agreement until July 2002. Eventually, Plaintiffs realized Ryobi no longer intended to license the SawStop Technology.

120. Ryobi's refusal to deal with Plaintiffs was part of a concerted refusal to deal conspiracy agreed to by PTI members who manufacture table saws.

ii. Damages

121. Plaintiffs suffered damages as a result of the conspiracy to boycott the SawStop Technology.

122. Mr. Peot, in his February 25, 2010 testimony, Trial Tr., Day 4, 111:14 to 112:9; 125:2 to 126:8, *Osario v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010), admitted PTI member consensus that all should take a SawStop license, or none take it, since if one or more took a license and offered a product equipped with the SawStop Technology, the others would be more vulnerable to product liability.

123. Firms that compete in research and development but lack broad consumer acceptance and wide distribution seek to patent technology that will bring in substantial license revenue. When boycotts by existing major firms are used to deny royalties to small, innovative firms, competition in product improvements is discouraged, and thus injured, to the detriment of the inventor and of the innovative aspect of the competitive process.

124. Plaintiffs estimate that but for Defendants' boycott of SawStop Technology, all table saw manufacturers would have licensed SawStop Technology. Licensing royalties would have begun in 2004 and the SawStop Technology would have been fully implemented on all table saws by no later than 2008.

iii. Plaintiffs Discovery of the Fraudulently Concealed Group Boycott Conspiracy

125. Defendants gave pretextual reasons for refusing to license the SawStop technology. For example, on September 17, 2001, John Remmers, Senior Vice President of New Product Development of Bosch, told Plaintiffs that he was trying to "feel out" other manufacturers to develop a SawStop table saw, but that there was no interest from other manufacturers. As another example, Ryobi continued to tell plaintiffs they were going to license the SawStop

Technology after Ryobi had decided not to, offering various reasons for not sending Plaintiffs a corrected license agreement.

126. Notes taken by PTI members suggest participants were not only conscious that their efforts to suppress the SawStop Technology and prevent competition in the design of blade guards utilizing the UL design standard were unlawful but also that these efforts should be concealed. For example, as evidenced at Trial Tr., vol. 7-B, 1944:18-24, *Stollings v. Ryobi Technologies, Inc.*, Case No. 08-C-4006 (N.D. Ill. July 31, 2012), William Buck, Ryobi Engineer, while taking handwritten minutes during a standard guard design meeting wherein participants discussed not leaving a paper trail, wrote, **“Don’t make paper trail.”**

127. Defendants fraudulently concealed their boycott of the SawStop Technology by, among other things, giving separate excuses for not taking a license, holding their key meetings in secret, destroying notes, demanding special protective orders in product liability cases, and refraining from usual record keeping, *etc.*

128. Because of Defendants’ fraudulent concealment of their conspiracy, through the acts of concealment set forth above, Plaintiffs could not have learned and did not learn of the conspiracy through the exercise of their own due diligence to boycott SawStop Technology until the February 25, 2010 testimony of David Peot in a Boston trial, Trial Tr., Day 4, 111:14-112:9, 125:2-126:8, *Osario v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010), during which he indicated that Defendants had secretly agreed that none of them would license or use the SawStop Technology.

129. Before February 25, 2010, Plaintiffs did not know and could not have known that Defendants were engaging in an unlawful conspiracy.

130. According to Mr. Peot, manufacturers banded together because they were concerned that the SawStop device posed a potential liability for them. If some manufacturers took a SawStop license while others did not, those who did not would face a “disadvantage” in personal injury suits and product liability cases. Mr. Peot also testified that in October 2001, Ryobi participated in discussions with other manufacturers, about how to avoid paying a royalty for SawStop Technology. He also admitted that manufacturers, including Ryobi, voted in October 2001 to pursue a collective response to SawStop. *Id.*

B. CONSPIRACY TO PREVENT UL STANDARDS FROM ADOPTING ACTIVE INJURY MITIGATION TECHNOLOGY

i. Nature of Conspiracy

131. Minutes from a PTI meeting in September 2002 indicate that members would consider a contact avoidance task force project advantageous if it would lead to the standardization of listing and certification requirements. Such a project would be disadvantageous to members if it were slow or if it was leapfrogged by non-member or non-participating companies who introduced improved guarding or safety devices into the market before the task force completed its work.

132. According to Mr. Peot’s sworn testimony in the *Osorio v. One World Techs. Inc.*, Trial Tr., Day 4, 111:14-112:9, 125:2-126:8, *Osario v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010), PTI members wanted a standard guard design so that if a person was injured by a saw they would be unable to point to another table saw guard design, such as SawStop’s then existing blade guard, as a better design, and thereby avoid liability.

133. On December 31, 2002, Dr. Gass submitted to UL a written proposal to modify UL’s safety standards in light of the new SawStop Technology. UL referred the proposal to Standards Technical Panel 745 (“STP 745”), which controls the safety standards for table saws.

134. Representatives from Defendants Black & Decker, Emerson, Makita, Robert Bosch Tool Corp., and Ryobi all had or have representatives on STP 745.

135. STP 745 met on February 11, 2003, to discuss the SawStop proposal, which was rejected by this STP controlled by representatives of Defendants.

136. In 2005, with the sixth revision of UL 987, the design requirements were for the first time substantially changed. This edition added design requirements for a riving knife - an antikickback device - and other antikickback devices. CPSC ANR Staff Briefing Package, p. 4.

137. The 2007 revision of UL 987 also specified design changes. It specified that the blade guard should not be a hood, but rather a modular design with a top-barrier element and two side-barrier guarding elements. The seventh edition of UL 987 also specified a requirement for a permanent riving knife. CPSC ANPR Staff Briefing Package, p. 4.

138. In Comments of National Consumers League, Consumer Federation of America, Consumers Union, Public Citizen, and U.S. PIRG to the U.S. CPSC on “Table Saw Blade Contact Injuries; Advance Notice of Proposed Rulemaking; Request for Comments and Information,” p. 4 (Feb. 12, 2012), Changes to UL standards that require only new blade guards as part of a table saw’s design will not prevent most injuries resulting from a table saw operator approaching the blade from the front, where most work pieces are fed into the table saw. Because a “guard must be designed to allow the work piece to come into contact with the saw blade, it will likewise allow a hand or arm to contact the blade if approached from the front.”

139. More than 30% of table saw blade contact injuries occurred with the guard in place.

140. The conspiracy to manipulate UL standards is ongoing. Peter Domeny, Director of Product Safety of Bosch, testified under oath in *Santella v. Grizzly Industrial, Inc.*, 3:12-MC-00131-SI, Evidentiary Hearing Transcript, 39:15-40:3, 43:18-21, 43:5-17, 44:22-24 (Sept. 24,

2012 USDC Oregon), that as of 2012, he was participating in weekly conference calls with representatives from SawStop's competitors organized as a trade association, the Power Tool Institute ("PTI"). Participants in the conference calls include Tom Siwek from Bosch, Mark Hickock from Milwaukee Electric and Ryobi, Bob Bugos from Delta, Daniel Rhodes from Makita, PTI attorney Jim Wilson, Susan Young from PTI, PTI lobbyist Ed Krenik, and Ted Gogoll from Stanley Black & Decker.

141. Mr. Domeny testified in *Santella v. Grizzly Industrial, Inc.*, 3:12-MC-00131-SI, Evidentiary Hearing Transcript, 60:11-22 (Sept. 24, 2012 USDC Oregon), that he and the PTI are trying to stop SawStop from potential financial benefits he believes SawStop could earn from royalties if Underwriters Laboratories or the U.S. CPSC required active mitigation technology.

ii. Damages

142. The change to the UL blade guard standard impacted SawStop, LLC's business, requiring it to change its guard to a guard that complied with the new UL design standards, rather than to performance standards.

143. Sawstop, LLC incurred significant costs to redesign the table saw blade guards they were manufacturing to comply with the new UL design standards and to reconfigure their manufacturing facilities to produce table saws with guards that complied with the new UL design standards.

144. SawStop, LLC is prevented from freely competing with Defendants in the design of table saw blade guards by virtue of the UL standards implemented as a result of Defendants' actions.

145. SawStop, LLC incurred an additional expenses per saw to comply with the UL standards implemented as a result of Defendants' actions.

C. CONSPIRACY TO CORRUPT UL STANDARDS TO ADOPT AN INFERIOR GUARD IN PLACE OF ACTIVE INJURY MITIGATION TECHNOLOGY

i. Nature of Conspiracy

146. In 2004, PTI members, who were also members of an Underwriters Laboratory Ad Hoc group, were tasked by themselves to come up with a table saw blade guard design that would be designated by UL as the new blade guard standard.

147. The new UL blade guard standard was more specific and design-focused (as opposed to a performance standard) than necessary, such that the guards implemented by the manufacturers would all be similar and the manufacturers' liability for having a different guard would be limited.

148. According to Mr. Peot's testimony in the *Osorio v. One World Techs. Inc.* case, Trial Tr., Day 4, 111:14-112:9, 125:2-126:8, *Osario v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010), PTI members wanted a standard guard design so that if a person was injured by a saw they would be prevented from pointing to another design as a better design.

149. The new UL blade guard standard implemented in 2005 and 2007 was more specific and design-focused (as opposed to a performance standard) than necessary, such that the guards implemented by the manufacturers would all be similar and the manufacturers' liability for having a different guard would be limited.

ii. Damages

150. SawStop, LLC was harmed by the conspiracy to change UL standards to require a new table saw blade guard.

151. SawStop, LLC was put at a competitive disadvantage relative to where it would have been if it could have offered a better guard to customers.

152. SawStop, LLC lost profits from having to redesign its blade guard.

153. SawStop, LLC incurred substantial costs in connection with retooling and reconfiguring its manufacturing operations to make a new blade guard to meet the new blade guard standard.

VI. FIRST CLAIM

154. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

155. In violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, beginning in about 2001 and continuing until the present, the Defendants agreed to and did refuse to license Saw Stop technology from Plaintiffs.

156. Defendants fraudulently concealed their conspiracy until February 25, 2010.

157. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to refuse to deal with Plaintiffs to license the SawStop Technology.

158. Plaintiffs have been deprived of the benefits of free and open competition.

159. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

160. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy.

161. The combination or conspiracy carried out by Defendants resulted in lost royalties of millions of dollars annually for Plaintiffs.

162. Plaintiffs are entitled to treble damages and injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' violations of Sherman Act § 1.

163. Plaintiffs have suffered damages that they estimate exceed \$10 million.

VII. SECOND CLAIM

164. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

165. In violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, beginning in or about 2003 and continuing to the present, the Defendants and their co-conspirators, PTI and UL, engaged in a concerted corruption of UL standards for table saws to prevent active injury mitigation technology from becoming a standard of the table saw industry.

166. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to corrupt UL safety standards for table saws to prevent active injury mitigation technology from becoming a standard of the table saw industry.

167. Defendants conspired through a private organization, PTI, to effect the UL safety standards in order to prevent the U.S. CPSC from adopting a mandatory regulation that would adopt active injury mitigation technology as the table saw industry standard.

168. The Defendants have enforced and continue to enforce their conspiracy through ongoing efforts to corrupt UL safety standards for table saws.

169. Plaintiffs have been deprived of the benefits of free and open competition.

170. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

171. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy.

172. Plaintiffs have suffered damages that they estimate exceed \$10 million.

173. The combination or conspiracy carried out by Defendants resulted in lost sales of table saws equipped with the SawStop Technology and increased expenses for those saws.

174. Plaintiffs are entitled to and seek treble damages for lost sales during the statutory period of 4 years (*i.e.* since February 25, 2010, when the conspiracy was discovered) and injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' violations of Sherman Act § 1.

VIII. THIRD CLAIM

175. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

176. In violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, beginning in 2004 Defendants and their co-conspirators, PTI and UL, engaged in a concerted corruption of UL safety standards for table saw blade guards to implement a design standard rather than a performance standard.

177. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to corrupt UL safety standards for table saw blade guards to implement a design standard rather than a performance standard.

178. The Defendants have enforced and continue to enforce their conspiracy through ongoing efforts to corrupt UL safety standards for table saws.

179. Plaintiffs have been deprived of the benefits of free and open competition.

180. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

181. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy

182. Plaintiffs have suffered damages that they estimate exceed \$500,000.

183. The combination or conspiracy carried out by Defendants resulted in increased costs and

expenses from reconfiguring of Sawstop, LLC's blade guards.

184. Plaintiffs are entitled to and seek treble damages for damages incurred during the statutory period of the last four (4) years due to changes to the UL standards brought about by the Defendants conspiracy or combination in violation of Sherman Act § 1.

185. Plaintiffs are entitled to and seek injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' conspiracy or combination in violation of Sherman Act § 1.

IX. DEMAND FOR JURY TRIAL

186. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all claims as described in this Complaint so triable.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

- a. That the Court adjudge the conduct described in this Complaint to involve *per se* unlawful restraints of trade in violation of Sherman Act §1 and award Plaintiffs appropriate damages, trebled;
- b. That the Court permanently enjoin Defendants and any of Defendants' subsidiaries or affiliates from engaging in any of the conduct described herein;
- c. That the Court award Plaintiffs the costs of this suit, including reasonable attorneys' fees and costs; and
- d. That the Court award Plaintiffs such other relief as the Court may deem just and proper.

Dated: February 20, 2014

By: 

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA**

SD3, LLC and SAWSTOP, LLC,)

Plaintiffs)

v.)

CIVIL ACTION NO.: 1:14-cv-00191

BLACK & DECKER (U.S.), INC., BLACK)

& DECKER CORP., CHANG TYPE)

INDUSTRIAL CO., LTD., DELTA POWER)

EQUIPMENT CORP., EMERSON)

ELECTRIC COMPANY, HITACHI KOKI)

CO., LTD., HITACHI KOKI USA LTD.,)

MAKITA CORP., MAKITA USA, INC.,)

MILWAUKEE ELECTRIC TOOL CORP.,)

ONE WORLD TECHNOLOGIES INC.,)

OWT INDUSTRIES, INC., PENTAIR, INC.,)

PENTAIR WATER GROUP, INC.,)

ROBERT BOSCH GMBH, ROBERT)

BOSCH TOOL CORP., RYOBI)

TECHNOLOGIES, INC., STANLEY)

BLACK & DECKER, INC., TECHTRONIC)

INDUSTRIES, CO., LTD., and)

TECHTRONIC INDUSTRIES NORTH)

AMERICA, INC.,)

Defendants.)

FIRST AMENDED COMPLAINT

Plaintiffs SD3, LLC and SawStop, LLC (collectively “Plaintiffs”), by and through undersigned counsel, aver the following upon knowledge as to their own acts and facts and upon information and belief as to the acts and facts of all others:

I. NATURE OF ACTION

1. Plaintiffs bring this suit against all defendants named below (the “Defendants”) for violating Section 1 of the Sherman Antitrust Act of 1890 (the “Sherman Act”), 15 U.S.C. § 1.

2. Defendants engaged in a group boycott of Plaintiffs' safety technology for table saws beginning in or around 2001 by agreeing among themselves to collectively refuse Plaintiffs' offers to license its active injury mitigation technology ("AIMT") or to otherwise implement AIMT, and by fraudulently concealing that conspiracy. Defendants also conspired, beginning in or around 2002, to corrupt relevant industry standards set by private organizations, causing standards to be adopted that served no legitimate safety or technical purpose and only served to favor the Defendants at the expense of Plaintiffs.

3. Plaintiffs could not have discovered the factual basis for their claims until at least February 25, 2010, when David Peot, a retired Director of Advanced Technologies and Director of Engineering for Defendant Ryobi Technologies, Inc. ("Ryobi"), first exposed the conspiracy during his testimony in a product liability trial. *Osorio v. One World Techs. Inc.*, Case No. 06-CV-10725 (D. Mass. Feb. 22, 2010 to March 4, 2010). Information has also become available since that date in other product liability litigation.

II. JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to (1) Sections 4 and 16 of the Clayton Act of 1914 (the "Clayton Act"), 15 U.S.C. §§ 15 and 26, (2) 28 U.S.C. §1331, in that it was brought under the federal antitrust laws, and (3) 28 U.S.C. § 1332, in that Plaintiffs and Defendants are from different states and the amount in controversy exceeds \$75,000.

5. Venue is appropriate in this district pursuant to 15 U.S.C. §§ 15(a), 22, and 26, and 28 U.S.C. § 1391(b), (c) and (d), because one or more of the Defendants reside, are licensed to do business, are doing business, transact business, are found or have agents in this district, and, as to the foreign Defendants, pursuant to 28 U.S.C. 1391 (c)(3).

6. Personal jurisdiction over each of the Defendants is proper in this district pursuant to Sections 4 and 12 of the Clayton Act, 15 U.S.C. §§ 15 and 22, in that each of the Defendants resides, is found, transacts business, or has an agent in this district. Personal

jurisdiction over each of the Defendants is also proper in the Eastern District of Virginia in that the claims asserted here arise from one or more of the following acts:

- a. Each of the Defendants, in person, through an agent, or through its subsidiary, transacts business within Virginia or has consented to supply services in Virginia; or
- b. Each of the Defendants, in person, through an agent, or through its subsidiary, has committed unlawful acts within the United States; or
- c. Each of the Defendants, in person, through an agent, or through its subsidiary committed unlawful acts outside Virginia causing injury to persons or property within Virginia and regularly does or solicits business in the United States; or
- d. Each of the Defendants, in person, through an agent, or through its subsidiary committed unlawful acts outside Virginia causing injury to persons or property within Virginia; each expected or should reasonably have expected those acts to have consequences in Virginia; and each derived substantial revenue from interstate or international commerce.

7. The activities of the Defendants and their co-conspirators were within the flow of, and were intended to, and did, have direct, substantial, and reasonably foreseeable effects on the interstate commerce of the United States.

8. Personal jurisdiction is also available under Virginia's Long-Arm Statute, Va. Code. Ann. §8.01-328.1, in that Defendants' illegal actions in Virginia, such as the sale of lower safety, lower price table saws, caused SawStop, LLC to lose sales and profits, as well as injured the residents of Virginia.

III. PARTIES

A. PLAINTIFFS

9. Plaintiff SD3, LLC ("SD3") is an Oregon limited liability company with its principal place of business at 9564 S.W. Tualatin Road, Tualatin, Oregon 97062.

10. Plaintiff SawStop, LLC (“SawStop”) is an Oregon limited liability company with its principal place of business at 9564 S.W. Tualatin Road, Tualatin, Oregon 97062. SD3 is SawStop’s parent company.

B. DEFENDANTS

1. B&D and Affiliates

11. **Stanley Black & Decker, Inc.** (“SB&D” f/k/a “Stanley Works”) is a Connecticut corporation with its principal place of business at 1000 Stanley Drive, New Britain, CT 06035. SB&D is a leading global manufacturer and marketer of power tools and accessories, hardware and home improvement products, and technology-based fastening systems. SB&D had total revenues of \$10.2 billion in 2012, with 48% of that revenue from sales in the United States.

12. **Black & Decker Corp.** (“B&D Corp.”) is a Maryland Corporation with its principal place of business at 1000 Stanley Drive, New Britain, Connecticut 06053. On March 12, 2010, B&D Corp. was acquired by, and is now a wholly owned subsidiary of, SB&D.

13. **Black & Decker (U.S.), Inc.** (“B&D US”) is Maryland Corporation with its principal place of business at 701 East Joppa Road, Towson, MD 21286. Black & Decker (U.S.), Inc. conducts business in Virginia and maintains a registered agent in Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060. B&D US has transacted business in Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 77 patents for technology and processes that will be used in their manufacturing operations. B&D US is, and has been at all times, a wholly owned subsidiary of B&D Corp. B&D US is, and has been at all times, completely dominated by, and an alter ego of B&D Corp. B&D Corp. and B&D US (1) are, and have been, at all times since March 12, 2010, completely dominated by, and alter egos of, SB&D, and (2) are collectively hereinafter referred to as “B&D.” B&D has, at all times pertinent to, manufactured and marketed table saws bearing the “DeWalt” brand name, and, during the course of the relevant time period, came to manufacture and market saws bearing other brand names, as described below.

2. Bosch

14. **Robert Bosch GmbH** (“RBG”) is a German corporation with its principal place of business at Bosch Service Center, Postfach 30 02 20, Stuttgart, 70442, Germany, and operates in the United States and Virginia through its subsidiary Robert Bosch Tool Corporation, as described below.

15. **Robert Bosch Tool Corporation** (“RBTC”) is a Delaware corporation with its principal place of business at 1800 W. Central Road, Mount Prospect, IL 60056. RBTC is the legal successor to S-B Power Tool Corp. (“SBTC”) formerly a Delaware corporation that merged into RBTC on or about February 6, 2003. RBTC is totally dominated by RBG and is an alter ego of RBG. RBG and RPTC are collectively referred to as “Bosch.” Bosch manufactures power tools and power tool accessories, and engages in the design, manufacture, and sale of power tools, rotary and oscillating tools, accessories, laser and optical leveling and range finding tools, and garden and watering equipment. Bosch sells its products in the United States. Bosch’s brands include Bosch, Dremel (acquired 1993), Rotozip, Freud, SKIL (a mark owned by SBTC, and later by Bosch after the dissolution of SBTC), and Vermont American Power Tool Accessories (acquired 2003). Bosch conducts business in Virginia and maintains a registered agent in Virginia: Corporation Service Company, Bank of America Center, 16th Floor, 1111 East Main Street, Richmond, VA 23219. Bosch has transacted business in Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 22 patents for technology and processes that will be used in their manufacturing operations. According to Bosch’s website, www.boschtools.com, Bosch sells its products in at least two hundred (200) locations in Virginia.

3. TIC and Affiliates

16. **Techtronic Industries Co., Ltd.** (“TIC”) Is a business entity organized under the laws of Hong Kong and/or the People’s Republic of China with its principal place of business at 24/F, CDW Building, 388 Castle Peak Road, Tsuen Wan, N.T., Hong Kong. TIC is the sole shareholder of Techtronic Industries North America, Inc.

17. **Techtronic Industries North America, Inc.** (“TINA”) is a Delaware corporation with its principal place of business at 303 International Circle, Suite 490, Hunt Valley, MD 21030. TINA conducts business in Virginia. TINA has transacted business in Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 25 patents for technology and processes that will be used in their manufacturing operations. TINA is a wholly owned subsidiary of TIC, is dominated by TIC, and is an alter ego of TIC.

18. **Milwaukee Electric Tool Corp.** (“Milwaukee Electric”) is a Delaware corporation with its principal place of business at 13135 West Lisbon Road, Brookfield, WI 53005-2550 and manufactures portable electric power tools and accessories, which are sold in the United States. From 1995 to 2005, Milwaukee Electric was a subsidiary of Atlas Copco. In 2005, Milwaukee Electric became a subsidiary of TIC. Milwaukee has transacted business in Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 399 patents for technology and processes that will be used in their manufacturing operations. Milwaukee Electric conducts business in Virginia and, according to its website, www.milwaukeeetool.com, sells its products in at least twelve (12) locations in Virginia.

19. **Ryobi** is a Delaware corporation with its principal place of business at 1428 Pearman Dairy Road, Anderson, SC 29625. Ryobi is a wholly owned subsidiary of TIC, is dominated by TIC and is an alter ego of TIC. Ryobi conducts business in Virginia.

20. **One World Technologies Inc.** (“OW Technologies”) is a Delaware Corporation with its principal place of business at 225 Pumpkintown Highway, Pickens, SC 29671. OWT is a subsidiary of Techtronic Industries Co. Ltd. OW Technologies conducts business in Virginia. OW Technologies manufactures table saws and other products bearing the Ryobi and Craftsman brand names. OW Technologies is totally dominated by TIC and is a mere alter ego of TIC.

21. **OWT Industries, Inc.** (“OWT Industries”) is a Delaware corporation with its principal place of business at 1428 Pearman Dairy Road, Anderson, SC 29625. OWT produces saws and other products bearing the “Ridgid” brand name. OWT Industries conducts business in Virginia. OWT Industries is totally dominated by TIC and is a mere alter ego of TIC.

4. Emerson

22. **Emerson Electric Company** (“Emerson”) is a Missouri corporation with its principal place of business at 8000 West Florissant Avenue, St. Louis, MO, 63136, that manufactures power equipment. Emerson sells its products throughout the United States. Emerson conducts business in Virginia and maintains a registered agent in Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060. Emerson has transacted business in Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 1,944 patents for technology and processes that will be used in their manufacturing operations.

5. Hitachi

23. **Hitachi Koki Co., Ltd.** (“Hitachi Japan”) is a business entity organized under the laws of Japan with its principal place of business at Shinagawa Intercity Tower A, 20th Floor, 15-1, Konan 2-chome, Minato-ku, Tokyo 108-6020, Japan, is the parent of Hitachi Koki USA Ltd., and conducted business in Virginia and the United States through its subsidiary as described below.

24. **Hitachi Koki USA Ltd.** (“Hitachi USA”) is a Delaware corporation with its principal place of business at 3950 Steve Reynolds Boulevard, Norcross, GA 30093. Hitachi USA is totally dominated by Hitachi Japan and is an alter ego of Hitachi Japan. Hitachi Japan and Hitachi USA are collectively referred to as “Hitachi.” Hitachi manufactures many types of power tools including chainsaws, drills, and woodworking power tools, metalworking power tools, cordless power tools, construction power tools, pneumatic tools (nailers, screwdrivers and compressors for nailers), woodworking machines, outdoor power equipment, gardening tools, household power tools, dust collectors, measure laser tools, and other accessories such as diamond tools and consumable parts, which are sold in the United States. Some products are branded Koki Tanaki. Hitachi has transacted business in Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 1,103 patents for technology and processes that will be used in their manufacturing operations. Hitachi conducts business in

Virginia, according to its website, www.hitachipowertools.com/index/main-navigation/find-a-retailer.aspx, by selling its products in at least eighty three (83) locations in Virginia.

6. Makita

25. **Makita Corporation** (“Makita Japan”) is a business entity organized under the laws of Japan with its principal place of business at 3-11-8, Sumiyoshi-cho, Anjo, Aichi 446-8502, Japan, is the parent of Makita USA, Inc. and operates in the United States and Virginia through its subsidiary Makita USA, Inc. as described below.

26. **Makita USA, Inc.** (“Makita USA”) is a California corporation with its principal place of business at 14930 Northam Street, La Mirada, CA 90638. Makita USA is totally dominated by Makita Japan and is an alter ego of Makita Japan. Makita Japan and Makita USA are collectively referred to as “Makita.” Makita manufactures power tools and outdoor power equipment sold in the United States. Makita conducts business in Virginia and maintains a registered agent in Virginia: Corporation Service Company, Bank of America Center, 16th Floor, 1111 East Main Street, Richmond, VA 23219. According to its website, www.makitatools.com/en-us/Modules/Shop/, Makita sells its products in at least fifty four (54) locations in Virginia.

7. Pentair

27. **Pentair, Inc.** (“Pentair”) is a Minnesota corporation with its principal place of business at 5500 Wayzata Boulevard, Suite 800, Minneapolis, MN 55415 and sells products and services relating to water and other fluids, thermal management, and equipment protection, in the United States.

28. **Pentair Water Group, Inc.** (“PWG”) is a Delaware corporation with its principal place of business at 5500 Wayzata Boulevard, Suite 800, Minneapolis, MN 55415. At all pertinent times until October 2004, Pentair was the sole shareholder of (1) Delta International Machinery Corp. (“DIMC”), a Minnesota corporation, which manufactured table saws and other equipment, and (2) Porter-Cable Corp. (“Porter-Cable”), a Minnesota corporation. Pentair was also the sole shareholder of the Pentair Tools Group, Inc. (“PTG”), a Delaware corporation, at all

pertinent times until PTG's dissolution by merger into PWG; PWG is the legal successor to all liabilities of PTG. While they were subsidiaries of Pentair, DIMC, Porter-Cable and PTG were totally dominated by Pentair and were mere alter egos of Pentair. PWG is, and has been at all times, totally dominated by Pentair and is a mere alter ego of Pentair. In October 2004, Pentair sold its interest in DIMC and Porter-Cable to B&D (and/or an affiliate of B&D) and they became subsidiaries of B&D. Pentair conducts business in Virginia. Pentair has transacted business in Virginia by using the U.S. Patent and Trademark Office in Alexandria, VA to apply for approximately 114 patents for technology and processes that will be used in their manufacturing operations.

8. Chang and Affiliate

29. **Chang Type Industrial Co., Ltd.** ("Chang") is a business entity organized under the laws of the Republic of China (Taiwan) with its principal place of business at 41, Nantsuen Rd., Houli Dist, Taichung City, Taiwan (R.O.C.) and is the parent of DPEC, which conducts business in Virginia as described below.

30. **Delta Power Equipment Corp.** ("DPEC") is a South Carolina corporation with its principal place of business at 5520 Airport Road, Anderson, South Carolina 29626. According to its website, www.deltamachinery.com/dealer-search-results/directory/combined, DPEC conducts business in Virginia and sells its products through at least the six (6) dealers located in Virginia.

C. CO-CONSPIRATORS

1. Power Tool Institute

31. Co-conspirator Power Tool Institute, Inc. ("PTI") is a not for profit Illinois corporation with members that manufacture power tools, including table saws. It is a private nongovernmental entity. The PTI has its principal place of business at 1300 Sumner Avenue, Cleveland, Ohio 44115-2851. According to its website, PTI's "primary objectives are to promote the common business interests of the power tool industry; to represent the industry before government; to educate the public as to the usefulness and importance of power tools; to

encourage high standards of safety in the manufacture of power tools; and to prepare and distribute information about safe use of power tools.”

32. PTI members, during PTI meetings, agreed to and did conspire to boycott SawStop Technology for table saws; fraudulently concealed their group boycott of SawStop Technology; conspired to prevent AIMT from being incorporated into UL standard 987, *Stationary and Fixed Electric Tools*; and conspired to incorporate anticompetitive table saw blade guard design standards into UL standard 987, *Stationary and Fixed Electric Tools*, rather than performance standards that would allow competition in the design of table saw blade guards.

2. UL

33. Co-conspirator Underwriters Laboratories, Inc. and/or UL, LLC (“UL”), a Delaware nonprofit corporation, is safety consulting and certification organization with its principal place of business at 333 Pfungsten Road, Northbrook, Illinois 60062. UL is a private nongovernmental entity. UL provides safety-related certification, validation, testing, inspection, auditing, advising, and training services to a wide range of clients, including manufacturers, retailers, policymakers, regulators, service companies, and consumers. UL maintains a registered agent in Virginia: CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060.

34. According to its press releases, “UL is a premier global independent safety science company that has championed progress for 120 years. Its more than 10,000 professionals are guided by the UL mission to promote safe working and living environments for all people. UL uses research and standards to continually advance and meet ever-evolving safety needs.” As stated in its website, www.ul.com, “We partner with businesses, manufacturers, trade associations and international regulatory authorities to bring solutions to a more complex global supply chain.”

35. UL Standards Technical Panel 745 (“STP 745”) consisting primarily of manufacturers and individuals with connections to manufacturers, oversees the content of UL

Safety Standard 987, *Stationary and Fixed Electric Tools*, the voluntary safety standard in the United States for table saws. Updates to the standard occurred in 1983, 1985, 1986, 1988, 1990, 1992, 1994, 1995, 1997, 1998, 1999, 2000, 2005, 2006, 2007, 2009, 2010, 2011, and 2013.

36. Members of STP 745 are not required by the UL to consider public interests over their own interests when considering changes to UL Safety Standard 987.

IV. TRADE AND COMMERCE

37. Plaintiffs and Defendants engaged in the development of table saw safety technology, and the manufacture and sale of table saws and related goods within the continuous and uninterrupted flow of interstate commerce in the United States. Plaintiffs sought to market its AIMT and table saws in interstate commerce, but that commerce was restrained by the anticompetitive conduct described here.

38. Defendants and their co-conspirators, PTI and UL, engaged in standard setting processes for table saws and related goods within the contiguous and uninterrupted flow of interstate commerce of the United States.

39. Defendants' actions were intended to and did substantially impede the contiguous and uninterrupted flow of interstate commerce of the United States.

40. There are tens of thousands of customers who purchased table saws from Defendants within Virginia who have been affected by the conspiracy among Defendants and their co-conspirators.

41. SawStop has sold over 800 table saws to customers in Virginia, and would have sold additional table saws in Virginia, and saws incorporating its technology manufactured by other persons would have been sold in Virginia, but for the effects of Defendants' conspiracies.

V. FACTUAL ALLEGATIONS

A. THE TABLE SAW INDUSTRY

42. Plaintiffs and Defendants engage in the manufacture and sale of table saws and related goods within the continuous and uninterrupted flow of interstate commerce in the United

States.

43. Plaintiffs also engaged in the development of intellectual property – specifically, safety technology that it sought to license to manufacturers of table saws and related goods.

44. PTI members accounted for approximately 85% of the sales of all table saws sold in the United States from 1993 to 2003.

45. There are at least three general classifications of table saws: bench top saws generally weighing less than 80 pounds; contractor saws weighing about 250 pounds; and cabinet saws weighing more than 250 pounds. Lightweight benchtop table saws generally sell for approximately \$150 to \$600 per unit. Cast iron industrial cabinet saws can sell for thousands of dollars.

46. The average retail price for a table saw is around \$500 per table saw.

47. The PTI estimates the annual shipments of table saws to U.S. customers at between 800,000 to 850,000 units in 2006 and 2007; 650,000 in 2008; 589,000 in 2009; and 429,000 in 2010.

48. Average annual shipments of table saws in the United States total approximately 700,000 units, with Defendants responsible for approximately 85% of these sales, or 595,000.

B. INJURIES FROM TABLE SAWS AND THE INDUSTRY’S FAILURE TO ACT BEFORE THE EMERGENCE OF SAWSTOP

49. As of 1998, the U.S. Consumer Products Safety Commission (“CPSC”) estimated that there were approximately 30,000 annual blade-contact injuries caused by table saws.

50. Today, table saws continue to inflict tens of thousands of such injuries annually. As published in the Comments of National Consumers League, Consumer Federation of America, Consumers Union, Public Citizen, and U.S. PIRG to the CPSC on “Table Saw Blade Contact Injuries; Advance Notice of Proposed Rulemaking; Request for Comments and Information,” (Feb. 12, 2012), “Tens of thousands of serious injuries occur every year as a result of contact with a table saw blade.”

51. The CPSC estimates that there were approximately 33,450 hospital emergency room-treatments per year due to contact with a table saw blade, based on a study of table saw injuries in the U.S. during 2007 and 2008.

52. The total number of injuries in the U.S. from table saws is nearly double the amount of emergency-room visits. The CPSC estimates that there are a total of 67,300 medically-treated blade contact injuries every year, which equates to over 180 medically-treated blade contact injuries daily.

53. Injuries caused by table saw blade contact are severe. They include lacerations (65.9% of injuries), fractures (12.4%), amputations (12%), and avulsions (8.5%), which is the forcible tearing away of a body part by trauma.

54. The number of table saw-related injuries remained steady from 2001 to 2008. Medically-treated table saw blade contact injuries impose costs on U.S. consumers of approximately \$2.36 billion each year, or approximately \$35,000 per injury.

55. These costs to society are far greater than the costs to effectively eliminate these injuries. With about 10 million table saws in use, each table saw, on average, generates over \$2,000 in societal costs over its lifetime, assuming a 10-year product life. The typical price of a table saw, in contrast, ranges from \$250 to \$500 (although some table saws cost several thousand dollars), and the total annual retail market for table saws in the United States is around \$300-\$400 million. Thus, on average, each table saw costs society at least 4 times more in injury-related costs than the price of the saw itself.

56. In 1998, the CPSC summoned table saw manufacturers to address this problem, and to consider whether additional safety standards should be implemented.

57. The major table saw manufacturers responded to the CPSC's concerns in 1999, through their trade group PTI, by stating that they would not be redesigning their saws or changing their guards, but would instead create educational videos encouraging high school shop students to use table saw guards.

58. On December 8, 1999, the CPSC met with PTI representatives at the UL's offices in Research Triangle Park, North Carolina, to permit the PTI to respond to CPSC's table saw injury data. PTI's intended actions to address the high rate of injuries were described in the meeting log as follows:

PTI believes the current spreader guard is the best possible guard for most thru cuts. Education is the only way to affect the injury hazard patterns seen. Education, not redesigning the guard, is needed to convince operators to use the blade guard. The user must be alerted to the importance of placing the guard back on the table saw. PTI intends to create and send safe use instruction videos to high school vocation teachers. There are no plans to make the videos available at stores like Home Depot or Lowe's.

C. SAWSTOP'S INNOVATION

59. Dr. Stephen F. Gass is a member and founder of SD3, and he, along with co-inventors, invented a type of AIMT for table saws and other power tools. AIMT detects proximity or contact between an operator and a dangerous part of a power tool, such as a saw blade in a table saw, and then takes some action to mitigate injury to the operator.

60. In table saws, SawStop's AIMT (the "SawStop Technology") detects contact between a person and the blade and then stops and retracts the blade to mitigate injury. The SawStop Technology includes a safety system that detects accidental contact between a person and the spinning blade of the saw and then reacts to minimize any injury. Detecting contact and minimizing injury are carried out by separate systems. The contact detection system works by recognizing differences between the electrical properties of wood (or any non-conductive material) and a person. The system generates an electrical signal onto the blade, and then monitors that signal for changes caused by contact with a person's body. The signal remains unchanged when the blade cuts wood because of the small inherent capacitance and conductivity of wood. However, when a person touches the blade, the signal instantly changes because of the relatively large inherent capacitance and conductivity of a person's body relative to wood. The reaction system acts to minimize injury when contact with matter of higher capacitance and conductivity is detected. In a table saw, the reaction system typically uses a spring to push a

block of aluminum or plastic, called a brake pawl, into the teeth of the blade to instantly stop the blade from spinning. The spring is held in compression by a fuse wire until the detection system detects contact. When the detection system detects contact, the reaction system releases the spring by burning the fuse wire with a surge of electricity. The spring pushes the brake pawl into the teeth of the spinning blade and the teeth cut into the pawl and bind, thereby stopping the blade. The brake pawl is part of a replaceable cartridge that includes the spring, fuse wire, and electronics necessary to burn the fuse wire. The action of stopping the blade also causes the blade to retract and drop below the table. Tests of the SawStop Technology show that detecting accidental contact and burning the fuse wire to release the spring happens within less than a millisecond, or 1/1000th of one second. In a table saw with a 10-inch diameter blade, the blade typically stops within 3 milliseconds. A human would need several hundred milliseconds to react to an unexpected event like contacting a saw blade, so the SawStop Technology reacts about 100 times faster than a person. As a result, a person accidentally contacting a spinning blade in a saw equipped with the SawStop Technology typically would receive only a small nick.

61. The SawStop Technology is an implementation of AIMT, but not necessarily the only possible AIMT that could be implemented in table saws.

62. Dr. Gass and his co-inventors have a portfolio of many extant United States Patents issued to them directed to various aspects of SawStop's AIMT. SD3 holds the Gass *et al.* patent portfolio pertaining to SawStop's AIMT.

63. SawStop, LLC saws and the SawStop Technology have received numerous awards, including:

- a. **Chairman's Commendation.** The CPSC awarded the technology a Chairman's Commendation for significant contributions to product safety. That award was reported nationally on CNN Headline News.
- b. **Challenger's Award.** At an International Woodworking Fair in Atlanta, Georgia, the technology won the Challenger's Award, which is the woodworking industry's highest

honor. It recognizes the most innovative and technically advanced improvements to woodworking equipment.

- c. **Breakthrough Award.** Popular Mechanics magazine award honoring America's top innovators.
- d. **One of the 100 Best New Innovations.** Popular Science magazine award honoring new innovations.
- e. **One of the Top 10 Tools.** Workbench magazine award honoring the top innovative tools.
- f. **Award of Quality Editor's Choice.** Workbench magazine.
- g. **Reader's Choice Award.** Woodshop News magazine award given to a new tool or machine that has significantly increased productivity or quality of work.
- h. **Best Innovations Award.** Time magazine award to recognize significant innovations.
- i. **Woodwork Institute of California Endorsement.** The Woodwork Institute of

California has endorsed the technology, stating:

- i. As a Trade Association in the construction industry (representing over 250 manufacturers of architectural millwork with an excess of 4,000 employees, all of whom use saws of one type or another) we find your SawStop Technology and its potential of eliminating or reducing worker injury of extreme significance. Generally, we would not endorse a commercial product; however the potential benefit to our members and their employees of implementing the SawStop Technology on the tools used within our industry overrides such.
- j. **Sequoia Award.** Association of Woodworking & Furnishings Suppliers award recognizing leadership in ergonomics and safety.
- k. **Imhotep Award.** Award from the International Social Security Association, Construction Section on Occupational Safety and Health in the Construction Industry, recognizing innovative safety technology.
- l. **Nova Award.** Construction Innovation Forum.
- m. **Editor's Choice Award.** Tools of the Trade magazine.

- n. **Editor's Best Overall Choice and Readers Choice Awards.** Taunton's Tool Guide (publisher of Fine Woodworking magazine).
- o. **Heartwood Award.** Architectural Woodwork Institute award in recognition of outstanding safety contributions.

64. SawStop has compiled a list of over 2000 incidents ("Finger Saves") in which a user contacted the blade on a table saw with SawStop Technology and the SawStop Technology reacted to mitigate injury, over 95% of the time resulting in a nick that required only a bandage or less for treatment.

D. THE BOYCOTT OF SAWSTOP'S TECHNOLOGY

65. Plaintiffs initially pursued a business model of licensing their technology to major manufacturers who would have the capacity to mass produce and market table saws that would incorporate it. Plaintiffs sought to license their technology at typical commercial rates, *i.e.*, approximately 8% of wholesale prices. As of 1999-2001, SawStop was not a manufacturer of table saws.

66. In August 2000, Plaintiffs took a prototype table saw incorporating the SawStop Technology to a trade show in Atlanta, Georgia to publicly demonstrate the technology for the first time. At the trade show, they held a hot dog and pushed it into the teeth of the spinning blade as if the hot dog were a misplaced finger. The blade would cut through the wood as expected, but stopped when it contacted the hot dog, resulting in only a small nick on the hot dog.

67. Thereafter, Plaintiffs began negotiations over licensing the SawStop Technology to a number of Defendants, including Bosch, B&D, Emerson, and Ryobi (and/or their present and/or former affiliates and/or predecessors).

68. Plaintiffs had several meetings with manufacturers. Plaintiffs also provided prototypes of the SawStop Technology to various potential licensees. They were generally

impressed with the technology, although some expressed concerns about the product liability implications of the introduction of a product with AIMT to the marketplace.

69. After a demonstration at Ryobi's Anderson, South Carolina facility, on October 10, 2000, Ryobi's in-house counsel, Robert "Bob" Bugos was asked how soon Ryobi should adopt the technology. Mr. Bugos said, "fast as they can." David Peot, Engineering Director at Ryobi at the time, was quite impressed by the SawStop Technology demonstration and urged Ryobi to evaluate the feasibility of incorporating SawStop Technology into Ryobi saws. *Osorio*, Trial Tr., Day 4, 101:20-102:2. Ryobi formed a team to evaluate the feasibility of incorporating SawStop Technology into its products. *Id.* at 103:6-14.

70. On November 6, 2000, at Mr. Peot's request, a table saw with the SawStop Technology was tested for its "stop times." The result of the test was that the stop times were in the "range" of 0.006 seconds (i.e., six (6) one-thousandths of a second).

71. On November 10, 2000, Plaintiffs' employees attended a PTI meeting in Cleveland, Ohio to demonstrate a prototype saw equipped with SawStop Technology. The demonstration was successful. Attendees included representatives of B&D, DIMC, Emerson, Makita, Milwaukee Electric, Ryobi and SBTC. At the meeting, Dr. Gass first met Peter Domeny of SBTC. In Dr. Gass' presence, Mr. Domeny expressed some skepticism about SawStop Technology, articulating a concern that fewer people might use blade guards if the technology were employed, and that it might not provide much benefit in "kickback" injury scenarios – the first time Dr. Gass heard the argument offered that making table saws safer might make them more dangerous. But, after the demonstration, Mr. Domeny, in an internal e-mail within Bosch, described the demonstration as "impressive."

72. During a February 2001 presentation at the Defense Research Institute in Las Vegas, Daniel Lanier, Esq., B&D's national coordinating counsel for product liability litigation, gave a presentation titled "Evidentiary Issues Relating to SawStop Technology for Power Saw." Mr. Lanier stated that if a couple of years passed without implementation of the SawStop Technology, manufacturers could argue in product liability lawsuits that the technology was not

viable as evidenced by the fact that no one had adopted it and because it was not an industry standard.

73. Discussions with Bosch continued in 2001, including several meetings with officers and employees of both RBTC and RBG who participated directly in the discussions. On May 17, 2001, Plaintiff sent a prototype to SBTC for testing. As of June 2001, during a teleconference with representatives of Plaintiffs, John Remmers of Bosch stated that he believed Plaintiffs' patents were sound, and that Bosch was interested in going forward.

74. In August 2001, Mr. Domeny, on behalf of SBTC and Bosch, conducted a "SawStop Safety Evaluation," which revealed that SawStop Technology substantially mitigated the damage from table saw accidents. In fact, Mr. Domeny concluded that the implementation of SawStop Technology would reduce the severity of accidents in "wood feeding" scenarios by approximately 95%, in reaching or slipping scenarios by approximately 90%, and in kickback scenarios by approximately 50%.

75. In September 2001, Plaintiffs sent Bosch a draft licensing agreement. On September 18, 2001, Mr. Remmers told Plaintiffs that SBTC would go forward with the concept but still needed more time. But Bosch decided not to further consider a licensing agreement with Plaintiffs at that time, and there would be no further discussions about licensing between Plaintiffs and Bosch until many years later.

76. During 2000 and the first half of 2001, Plaintiffs had also engaged in discussions with B&D. On or about August 4, 2001, Todd Huston of B&D approached Dr. Gass at a trade show in Anaheim, California. Mr. Huston stated that B&D is used to being able to "crush little guys," but that SawStop's patents might give it leverage. On or about August 30, 2001, Mr. Huston told Dr. Gass that B&D would implement SawStop technology, and that it was "inevitable" that an agreement would be reached.

77. During 2000 and much of 2001, Plaintiffs had also engaged in discussions with Emerson. The contacts were principally between Dr. Gass and Dave Pringle, then Emerson's President. There were several live meetings at Emerson's St. Louis, Missouri headquarters, and

at SawStop's Oregon offices. License negotiations progressed to a draft agreement providing for royalties of up to 8% of the wholesale price received by them for sale of a table saw featuring SawStop safety technology. Emerson's president told Dr. Gass they needed to make safe saws to avoid product liability. As of September 27, 2001, Emerson remained interested in a license.

78. On October 5-6, 2001, the PTI held its annual meeting. As of that date, the PTI members who manufactured (directly and/or through affiliates) table saws were B&D USA, Hitachi USA, Milwaukee Electric, Makita USA, PTG (or, alternatively, a membership of DIMC and/or Porter-Cable), RBTC, Emerson and Ryobi. These manufacturers accounted for at least 80% of the U.S. market for table saws.

79. In conjunction with the PTI annual meeting, a separate meeting of representatives of table saw manufacturers was held. Attendees at the meeting included, but were not necessarily limited to, Domeny (on behalf of SBTC and Bosch), Peot (on behalf of Ryobi, TIC and affiliates), Stanley Rodrigues (for Makita), Ray Mayginnes (for Emerson), David V. Keller (of Porter-Cable, who also spoke for Pentair and DICM), Steven Karaga (for Hitachi), and representatives of B&D and Milwaukee Electric. Mr. Domeny, at the time, was the Chair of the PTI's Product Liability Committee, and chaired the meeting.

80. At the meeting, Mr. Domeny and the other participants expressed concerns that if one manufacturer adopted SawStop Technology, then all manufacturers would be subject to greater liability in future product liability cases. *Osorio* Trial Tr., Day 4, 111:14-112:9, 125:2-126:8. Mr. Peot shared this concern. *Id.*, 127:22-25. PTI's table saw manufacturers determined at that meeting that they would decide how to respond, as an industry, to the SawStop Technology. *Id.* at 113:25-114:3. A consensus was reached that (1) all should take a SawStop license and/or implement AIMT, or (2) none take it or otherwise implement AIMT; since if one or more took a license and/or offered a product with AIMT, the others would be more vulnerable to product liability. It was also agreed that collective action would proceed only if all, or at least a substantial majority, of participants voted to participate. Members also discussed developing something like SawStop Technology, without having to pay a royalty to Dr. Gass. *Id.* at 109:20 -

110, 111:14-112:9, 125:2-126:8. The consensus reached by the attendees, with no contrary views articulated, was that industry members would collectively agree not to purchase technology licenses from Plaintiffs or otherwise implement AIMT.

81. The consensus reached at the meeting was based on a calculated economic determination that the manufacturers would, collectively, fare better by collectively agreeing to marginalize SawStop and AIMT, than by allowing the marketplace to determine whether any manufacturers did business with SawStop or otherwise implemented AIMT. The Defendants believed that bringing AIMT into the mass market would have catastrophic product liability consequences for them. Purchasers of their existing and prior inventories of table saws (and, perhaps, other products) would point to the viability of AIMT as evidence that other products were inherently unsafe because they lacked AIMT. Defendants believed that, in the short term, if SawStop was unable to obtain a major manufacturing partner, it would not be able to produce or market a meaningful quantity of saws with its AIMT – this way, the major manufacturers could continue to earn current profit margins on their existing inferior product lines without paying royalties to Plaintiffs, and it would remain (for the time being) at least plausible for the major manufacturers to contend, in defending product liability lawsuits, that AIMT was not viable. Thus, Defendants’ business calculation was that they, collectively, would fare better by marginalizing SawStop and AIMT, than by working with SawStop and/or otherwise adopting AIMT.

82. It was agreed at the meeting and thereafter that all discussions concerning a collaborative response to SawStop would be confidential and concealed from persons other than PTI members who manufactured table saws. It was further agreed that, going forward, information relevant to SawStop and table saw product liability defense issues would only be shared among those industry participants who affirmatively agreed to act collectively in response to SawStop.

83. At, or within a period of months following the October 2001 meeting, each of Defendants Bosch, Ryobi, Makita, Hitachi, Pentair, Emerson and Milwaukee Electric, and

entities affiliated with them, had agreed to enter into a boycott (the “AIMT Boycott”) of SawStop’s intellectual property, by collectively (1) refusing to license SawStop technology, and (2) agreeing not to otherwise implement AIMT.

84. By 2001, the emergence of SawStop had drawn the attention of the CPSC. In fact, it had honored Dr. Gass with an award. In response, the UL formed a “UL 987 Table Saw Ad Hoc Working Group,” which included UL staff, CPSC staff and industry representatives. On November 29, 2001, the group met at the UL’s offices in Research Triangle Park, NC. Ryobi and other tool manufacturers stuck to their position that “the number of table saw accidents are declining” and that further study of the issue was warranted before adopting any changes to the safety systems already in place. Mr. Domeny spoke out against a standard requiring AIMT, such as SawStop Technology, on table saws. The Defendants’ representatives on the Ad Hoc Working Group included Domeny, Gogoll, Mayginnes, Peot and Rodrigues. The Defendants’ representatives in the working group voiced skepticism about the efficacy of AIMT, and argued, as they would consistently, against the adoption of any standard requiring the implementation of AIMT.

85. During this time frame, in which PTI’s table saw manufacturers voted to respond collectively to SawStop Technology, those Defendants not yet in license negotiations with SawStop refrained from requesting a license, and the Defendants who were already in negotiations found ways to abort them as opportunities arose.

86. As January 2002, engineers at Ryobi remained enthusiastic about moving forward with SawStop Technology, and had formulated a timeline for assessing and developing it. But the engineers did not have the authority from senior management, nor a budget allocated for the project, and were never able to move forward with the project.

87. As of January 2002, SawStop and Ryobi had been negotiating the terms of a licensing agreement for several months, and an agreement on terms of the licensing agreement for SawStop Technology to Ryobi was seemingly reached. On January 18, 2002, Jeff Dils, Ryobi’s Executive Vice President of Marketing, signed the agreement and sent it to Plaintiffs for

signature. This agreement called for a 3% royalty that would rise to 5% or 8% depending on the success of the technology in the marketplace, and was also non-exclusive so that SD3 could license the technology to other companies. SawStop agreed to the terms in substance, but found a minor ambiguity in the written agreement and advised Ryobi's in-house counsel of the error. Ryobi's in-house counsel advised Plaintiffs that they should expect to receive a revised and corrected agreement. But that revised document never came. Senior management at Ryobi and/or TIC decided not to further discuss licensing with SawStop. At the end of January 2002, Ryobi ceased responding to Plaintiffs concerning the SawStop Technology. Plaintiffs continued to attempt to communicate with Ryobi about the licensing agreement until July 2002. Eventually, Plaintiffs realized Ryobi no longer intended to license the SawStop Technology.

88. In the same time frame, Emerson cut off all license negotiations with SawStop, offering pretextual reasons for its lack of interest, and did not renew them.

89. After the collapse of the negotiations with Ryobi and Emerson in or around January 2002, none of the Defendants came close to offering commercially reasonable licensing terms to SawStop. In discussions between SawStop and B&D between April and June 2002, B&D offered a mere 1% royalty, and also insisted that SawStop indemnify B&D from various risks associated with the venture. The terms struck Dr. Gass as disingenuous and not made in good faith. In a letter dated June 19, 2002, B&D terminated further negotiations with SawStop.

90. Plaintiffs have suffered, and continue to suffer, damages as a result of the AIMT Boycott. Firms that compete in research and development but lack manufacturing and distribution resources seek to patent technology that will bring in substantial license revenue. When boycotts by existing major firms are used to deny royalties to small, innovative firms, competition in product improvements is discouraged, and thus injured, to the detriment of the inventor and of the innovative aspect of the competitive process. Plaintiffs estimate that but for Defendants' boycott of SawStop Technology, all table saw manufacturers would have licensed SawStop Technology. Licensing royalties would likely have begun in 2004 and the SawStop Technology would have been fully implemented on all table saws by no later than 2008.

91. Competition in the market for saw safety technology (intellectual property) was not only gravely injured – it was effectively eliminated, as no person seeking to sell or license AIMT to manufacturers would have any potential buyers. Competition in the retail market for table saws was also injured, as the boycott effectively prevented the manufacture and distribution of table saws containing AIMT to the mass market, because Plaintiffs lacked the capacity, and would continue to lack the capacity, to mass produce and market finished products (1) on the same scale as the Defendants could, and (2) with the same product diversity (*e.g.* including smaller portable saws) offered by the Defendants.

E. FRAUDULENT CONCEALMENT OF THE AIMT BOYCOTT

92. From its inception, the parties to the AIMT Boycott agreed that it would be kept confidential, and that its existence would not be disclosed to any non-members.

93. In order to conceal the conspiracy and continue to depress the market for SawStop Technology, PTI and its members have asserted and continue to assert that they are working on or investigating better, safer, and cheaper table saw AIMT, which has not yet materialized. Such representations would have been accurate had the Defendants actually had such a technology. They did not have anything even in the investigative stage until many years after the AIMT Boycott was implemented, and still, as of February 2014, have not taken a product to market with AIMT.

94. Defendants gave pretextual reasons for refusing to license the SawStop technology. For example, on September 17, 2001, John Remmers, Senior Vice President of New Product Development of Bosch, told Plaintiffs that he was trying to “feel out” other manufacturers to develop a SawStop table saw, but that there was no interest from other manufacturers. As another example, Ryobi continued to tell plaintiffs they were going to license the SawStop Technology after Ryobi had decided not to, offering various reasons for not sending Plaintiffs a corrected license agreement.

95. Notes taken by PTI members suggest participants were not only conscious that their efforts to suppress the SawStop Technology and prevent competition in the design of blade

guards utilizing the UL design standard were unlawful but also that these efforts should be concealed. For example, William Buck, a Ryobi Engineer, while taking handwritten minutes during a standard guard design meeting wherein participants discussed not leaving a paper trail, wrote, “Don’t make paper trail” and “delete old copies.” See *Stollings v. Ryobi Technologies, Inc.*, Case No. 08-C-4006 (N.D. Ill. July 31, 2012), Trial Tr., vol. 7-B, 1944:18-24.

96. Defendants fraudulently concealed the AIMT Boycott by, among other things, giving separate excuses for not taking a license, holding their key meetings in secret, refraining from usual record keeping and destroying notes.

97. Defendants also demanded highly unusual special protective orders in product liability cases. In the matter styled *Stollings v. Ryobi Technologies, Inc.*, No. 08-cv-4006 (N.D. Ill.), for example, certain documents (including Mr. Buck’s notes, referred to above) were produced by OW Technologies with the legend “Confidential 2- Subject to Protective Order; Do Not Disclose this document or any information contained herein to Stephen Gass or any agent or employee of SawStop, LLC; SawStop, Inc.; SD3, LLC; or any of their parents, subsidiaries or affiliated companies.”

98. Because of Defendants’ fraudulent concealment of their conspiracy, through the acts of concealment set forth above, Plaintiffs could not have learned and did not learn of the conspiracy through the exercise of their own due diligence to boycott SawStop Technology until at least the February 25, 2010 testimony of David Peot at the trial in *Osorio* action. Plaintiffs would have been unable to plead their claims without the benefit of information derived from the *Osorio* action and other recent product liability litigation.

99. Plaintiffs acted at all times with extraordinary due diligence to discover all information pertinent to SawStop’s legal rights. Initially, in order to investigate the reasons for the abandonment by certain of the Defendants of license negotiations, Plaintiffs inquired directly with their negotiating counterparts who had backed away, but despite this due diligence its inquiries netted only unfulfilled promises and false and misleading explanations. Beyond that, SawStop’s principals are highly sophisticated scientists and businesspeople who are actively

involved, and have been at all times, on practically a daily basis, in considering legal options available to SawStop. Plaintiffs were actively involved in UL committees and panels pertaining to saw safety starting in or around 2000. Plaintiffs began advocating before the CPSC starting in or around late 2002, and have continued to do so at all times since. Plaintiffs have, at all times, closely monitored industry activity, including UL and CPSC developments, through their relentless monitoring of media coverage of the industry, and through contacts with tool and equipment manufacturers, retailers, end users, and other stakeholders and persons interested in the industry and regulation thereof. Plaintiffs have not failed to investigate any development remotely related to their business, and closely follow all developments in the industry.

100. Before February 25, 2010, Plaintiffs did not know and could not have known that Defendants were engaging in an unlawful conspiracy because (1) their inquiries were met with silence, false denials of and misleading explanations, (2) the facts that are the basis of their antitrust claims were exclusively in the possession of the Defendants, and (3) the Defendants agreed not to reveal that information to *anyone*, and *especially* not to the Plaintiffs. Plaintiffs' exercise of due diligence was, in any event, futile, as they could not have discovered the facts that are the basis of their antitrust claims with resources available to them. The facts that are the basis for the antitrust claims would only be obtained through the use of civil discovery procedures, including the service of many nonparty subpoenas, by experienced attorneys representing customers who have been maimed by Defendants' products; and, even then, would only be publicly revealed when certain courts refused to permit the parties to exclude the information from the public record.

F. SAWSTOP'S MANUFACTURING

101. Because of Defendants' refusal to enter into a commercially reasonable licensing agreement with Plaintiffs, SawStop began implementing a new strategy of manufacturing saws without collaborating with a major manufacturer. SawStop began manufacturing table saws in or around 2004.

102. SawStop, LLC currently sells three types of table saws:

- a. industrial cabinet saws, which are large, heavy-duty table saws that run on 230-volt or higher voltage and have 3, 5, or 7.5 horsepower motors,
- b. professional cabinet saws, which are also heavy-duty table saws that have 3 or 1.75 horsepower motors, and
- c. contractor saws, which are smaller and which run on 120-volt power.

G. DEFENDANTS' CORRUPTION OF INDUSTRY STANDARD SETTING PRACTICES

103. While most of the Defendants, as recently as 2000, had refused to acknowledge any safety deficiencies in their existing product lines, there was, by 2002, a collective decision was made to make incremental safety improvements to their table saws in order to prevent the CPSC from mandating more substantial improvements – they particularly feared that the CPSC would mandate the incorporation of AIMT. Minutes from a PTI meeting in September 2002 indicate that members would consider a joint task force or other collaboration on contact avoidance task force project advantageous, but only if it was done by the industry collaboratively (on a noncompetitive basis), and only if the collaboration could remain ahead of SawStop (or other non-participating companies who introduced improved guarding or safety devices into the market before the task force completed its work). Specifically, PTI members wanted a standard guard design so that if a person was injured by a saw they would be unable to point to another table saw guard design, such as SawStop's then existing blade guard, as a better design, and thereby avoid liability. *Osorio* Trial Tr., Day 4, 111:14-112:9, 125:2-126:8.

104. But more substantial safety improvements were possible, as demonstrated by SawStop's AIMT. On December 31, 2002, Dr. Gass submitted to UL a written proposal to more substantially modify UL's safety standards in light of the new SawStop Technology. The proposal required the implementation of AIMT to reduce the occurrence of severe injuries. UL referred the proposal to Standards Technical Panel 745 ("STP 745"), which controls the safety standards for table saws.

105. The Defendants agreed to vote as a bloc thereafter (the “Standards Conspiracy”) both (1) to thwart any proposal by any person to mandate the implementation of AIMT, and (2) to implement a design requirement for their own uniform guard design, as opposed to a performance-specific design, to prevent competition with respect to that feature.

106. Defendants B&D, Emerson, Makita, Bosch, and Ryobi all had or have representatives on STP 745, including many of the same representatives who typically represent those entities within the PTI. As of early 2003, STP 745 included Ted Gogoll of B&D, James Montgomery of Milwaukee Electric, Dan Terpstra of Emerson, and Messrs. Keller, Peot, Domeny, and Rodrigues. Robert Stoll of the PTI, and Dr. Gass, were also members. STP 745 was, at the time, and remains, under the firm control of the Defendants; voting control was, and is, in the hands of members who are either employees of the Defendants or are purportedly unaffiliated consultants (who are either former employees of the Defendants and/or paid consultants to the Defendants) who are aligned with the Defendants.

107. STP 745 met on February 11, 2003, to consider the SawStop proposal to require AIMT, which was rejected in accordance with the Defendants’ agreement.

108. In or around May 2003, Emerson ceased manufacturing table saws, and thereafter licensed its Ridgid brand name to OW Technologies (and/or to another affiliate of TIC), which has continued to manufacture table saws bearing that brand name.

109. On October 8, 2003, a “Joint Venture Agreement” was executed by Defendants B&D Corp., Hitachi USA, Pentair, RBTC, RBG, Ryobi, OW Technologies and TIC. It was also executed by the PTG and Scintilla AG (an affiliate of Bosch). The ostensible purpose of the collaboration (the “Blade Contact JV”) was to work collectively to develop technology for blade contact injury avoidance. But it functioned, as a practical matter, as a smokescreen designed to fend off potential implementation by the CPSC of AIMT requirements, and as an act of fraudulent concealment of the Defendants’ agreements not to license SawStop’s AIMT, and to manipulate industry standards in their favor. It would later be revealed in discovery in product

liability litigation that the venture had produced few or zero results, that inadequate resources had been devoted to its efforts.

110. In or around July 2004, B&D acquired Porter-Cable and DICM from Pentair and both became subsidiaries of B&D. B&D totally dominated Porter-Cable and DICM during the period of time that they were B&D subsidiaries, and they acted as mere alter egos of B&D. Pentair remained the sole shareholder of PTG, but PTG no longer participated in the table saw business.

111. In 2004, PTI members, who were also members of an Underwriters Laboratory Ad Hoc group, were tasked by themselves to come up with a table saw blade guard design that would be designated by UL as the new blade guard standard. On November 23, 2004, a “Table Saw Guarding Joint Venture Agreement” was entered into by Defendants B&D Corp., Makita USA, RBTC, and TINA. The purpose of this collaboration was, in furtherance of the Standards Conspiracy, to develop a uniform blade guard standard to preclude quality competition on blade guard standards and to protect Defendants’ competitive position at the expense of SawStop.

112. In 2005, Milwaukee Electric was sold by its (former) Swedish parent company to TIC, and is now a direct or indirect subsidiary of TIC.

113. In 2005, with the sixth revision of UL 987, the design requirements were for the first time substantially changed. This edition added design requirements for a riving knife - an antikickback device - and other antikickback devices. Caroleene Paul, *Briefing Package, Recommended Advance Notice of Proposed Rulemaking for Performance Requirements to Address Table Saw Blade Contact Injuries*, CPSC, p. 4 (Sept. 14, 2011) <http://www.cpsc.gov//PageFiles/90189/tablesaw.pdf> (“CPSC ANPR Staff Briefing Package”).

114. As of April 2007, according to a public presentation by one or more of its officers or employees, the members of the PTI were B&D Corp., Bosch (dba Bosch Power Tools, Dremel, Skil Power Tools and Rotozip Power Tools), RBTC, B&D Corp., B&D (dba DeWalt), Hilti Inc., Hitachi USA, WMH Tool Group, Inc. (and WMH Tool Group Inc. dba Jet Equipment & Tools), Makita USA, Metabo Corp., Milwaukee Electric, Ryobi, and Sioux Tools.

115. A subsequent 2007 revision of UL 987 also specified certain design changes. It specified that the blade guard should not be a hood, but rather a modular design with a top-barrier element and two side-barrier guarding elements. The seventh edition of UL 987 also specified a requirement for a permanent riving knife. CPSC ANPR Staff Briefing Package, p. 4.

116. In or around 2009, B&D sold the Delta brand name and certain assets pertaining to it to Defendant Chang. At or around that time, Chang formed DPEC, a subsidiary wholly owned by Chang, to manufacture and market tools bearing the Delta brand name. Chang totally controls DPEC, which is a mere alter ego of its parent. DPEC inherited many former employees from other industry participants who were familiar with the AIMT Boycott and prior industry standard setting activity by the UL, including Mr. Bugos, formerly affiliated with Ryobi and/or TIC and Bryan Whiffen, formerly affiliated with Ryobi and/or TIC and subsequently the PTI representative on a UL Working Group Review Panel regarding AMT. At PTI meetings, DPEC affirmed its understanding of the purpose of the AIMT Boycott and the Standards Conspiracy, and agreed to participate in both collaborations. DPEC was fully informed of the prior activities and purposes of these collaborations, and was also aware of their illegal nature.

117. Also in or around 2009, Defendant SB&D acquired B&D, and changed its name from “Stanley Works” to “Stanley, Black & Decker, Inc.” B&D is now a wholly owned subsidiary of SB&D. SB&D totally controls B&D, which is now a mere alter ego of its parent. SB&D also benefits from the institutional knowledge of B&D and its subsidiaries, who were familiar with the AIMT Boycott and prior industry standard setting activity by the UL. At PTI meetings, Mr. Gogoll and/or other persons speaking for SB&D have affirmed its understanding of the purpose of the AIMT Boycott and the Standards Conspiracy, and agreed to participate in both collaborations. SB&D was fully informed of the prior activities and purposes of these collaborations, and was also aware of their illegal nature.

118. The conspiracy to manipulate UL standards is ongoing.

119. According to PTI’s website, its members, as of April 2014, are SB&D, Bosch (dba Bosch Power Tools, Dremel, Rotozip Power Tools and Skil Power Tools), B&D dba

DeWalt, Hilti, Inc., Hitachi USA, Makita USA, Metabo Corp., Milwaukee Electric, RBTC, Ryobi and TIC.

120. Mr. Domeny has testified in recent product liability litigation that he and the PTI are presently (as of 2012) trying to stop SawStop from potential financial benefits he believes SawStop could earn from royalties if UL or the CPSC required AIMT. *See Santella v. Grizzly Industrial, Inc.*, 3:12-MC-00131-SI (Sept. 24, 2012 USDC Oregon), Evidentiary Hearing Transcript, 60:11-22.

121. As of 2012, Mr. Domeny was participating in weekly conference calls with representatives from SawStop's competitors in the PTI. While no longer formally employed by Bosch, he remains a consultant affiliated with the major manufacturers who frequently retain him, and remains actively involved in the PTI. Other participants in the conference calls include Thomas R. Siwek from Bosch, Mark Hickok from Milwaukee Electric and Ryobi, Mr. Bugos from DPEC, Daniel Rhodes from Makita, PTI attorney Jim Wilson, Esq., Susan Young from PTI, PTI lobbyist Ed Krenik, and Mr. Gogoll from SB&D. The central purposes of these weekly calls, over the years, have been to maintain the AIMT Boycott and the Standards Conspiracy, including, specifically, to effect the continued refusal of the UL and other standards organizations to adopt AIMT or permit other blade guard designs.

122. In furtherance of the Standards Conspiracy, the Defendants continue to act in concert to cause the implementation of industry standards mandating their preferred guard design, even though it has no performance advantage over other designs. Just as they control STP 745, the Defendants collectively control the International Electrotechnical Commission ("IEC") a non-profit non-governmental standards organization based in France that, effectively, is the European Community's counterpart to the UL. The operative panel of the IEC includes several of the same persons as the PTI and STP 745, including Gogol, Domeny and Rodrigues. The Defendants, who control the IEC panel, have caused it, since February 2010, to draft guard standards that are substantially identical to the current iteration of UL 987 adopted by STP 745. These standards are likely to be implemented by the IEC imminently.

123. In furtherance of the Standards Conspiracy, the Defendants have, since February 2010, continued to cause STP 745 to reject any standard requiring AIMT. In support of this effort, Defendants have, acting as a committee of ostensible competitors, continually promulgated falsehoods, factual distortions and product defamation. In 2011 and 2012, for instance, they published so-called “fact sheets” about table saw safety standards in which they falsely stated that SawStop’s technology increased hand injuries, that table injuries in the US were only 770 per year, as opposed to the tens of thousands of injuries found by the CPSC, and that UL should study AIMT for at least four more years before adopting any standard based on it, even though manufacturers had been aware of SawStop Technology for at least twelve years. The Defendants, principally through the PTI, have submitted several false and defamatory submissions to the UL opposing the implementation of an AIMT requirement, including, for example, a comment authored by Messrs. Domeny and Gogoll dated October 12, 2012, and through their participation in an ad hoc “Table Saw Safety Working Group” that met periodically in 2011 and 2012, in which they advocated aggressively against the adoption of AIMT requirements, and thwarted any possibility of the group recommending an AIMT requirement.

124. The new UL blade guard standard implemented in 2005 and 2007 by STP 745, and the present standard that the Defendants have caused the IEC to draft, are more specific and design-focused (as opposed to a performance standard) than necessary. The particular design selected was chosen (1) to ensure that guards implemented by the manufacturers would all be similar and the manufacturers’ liability for having a different guard would be limited, and (2) to benefit the Defendants at the expense of SawStop. The design that was adopted was inferior to the guard previously implemented by SawStop on its saws because they do not offer effective dust collection, do not shield the user against ejected particles, are larger than necessary and get in the way of use of the saw and do not provide hold down stability to the workpiece. . If STP 745 had been motivated to implement the best performance standard, it would not have selected the standard that it chose. The continued implementation of the selected standard was

anticompetitive, as it unnecessarily prevented SawStop and/or others from introducing products with competing, and superior, blade guard designs. It also caused pecuniary losses to SawStop which incurred significant costs to redesign the table saw blade guards they were manufacturing to comply with the new UL design standards and to reconfigure their manufacturing facilities to produce table saws with guards that complied with the new UL design standards – even though, if anything, the new UL-mandated standards offered less protection than those previously installed on SawStop products.

125. In both the 2005 and 2007 modifications, and to the present, STP 745 has refused to mandate AIMT. Requiring AIMT would have been a more beneficial improvement, and would have done considerably more to prevent serious injuries to table saw users, than those modifications mandated by the 2005 and 2007 amendments to UL 987. In Comments of National Consumers League, Consumer Federation of America, Consumers Union, Public Citizen, and U.S. PIRG to the CPSC on “Table Saw Blade Contact Injuries; Advance Notice of Proposed Rulemaking; Request for Comments and Information,” p. 4 (Feb. 12, 2012), changes to UL standards that require only new blade guards as part of a table saw’s design will not prevent most injuries resulting from a table saw operator approaching the blade from the front, where most work pieces are fed into the table saw. Because a “guard must be designed to allow the work piece to come into contact with the saw blade, it will likewise allow a hand or arm to contact the blade if approached from the front.” Notably, moreover, more than 30% of table saw blade contact injuries occurred with the guard in place, in spite of the fact that the majority of users report that they do not even use a guard.

126. Defendants’ continued conduct in causing STP 745 to refuse to adopt AIMT reflects a corruption of the standard setting process. Defendants were aware that, by 2003, and certainly by 2007 and the present, that AIMT was proven to be viable as illustrated by SawStop’s products. If Defendants were motivated by consumer safety, they would have caused STP 745 to implement a standard requiring AIMT. But instead, they caused STP 745 to adopt more incremental improvements, resulting in the continued manufacture of saws that were

demonstrably less safe than they could produce with AIMT. There is no plausible safety or technical purpose in suppressing such a requirement. Defendants caused STP 745 to reject the adoption of an AIMT requirement in order to enhance their competitive position at the expense of Plaintiffs. This resulted in an injury to competition because it has dramatically impacted the quality of table saws available in the marketplace. If the STP 745 and IEC mandated AIMT, the safety of table saws in mass production and distribution would improve dramatically and rapidly. The suppression of such a standard has resulted in a substantial diminution in the quality of saws on the marketplace, and, tragically, in thousands of amputations. It took only approximately two years for SawStop to develop its first table saw with AIMT, but, due to the AIMT Boycott, and the failure of the Blade Contact JV to produce a commercially available table saw with AIMT even after 11 years, the vast majority of table saw purchasers (who purchase categories of table saws not offered by SawStop) were left without a safe saw to buy for over a decade.

127. To this date, Defendants have not produced any product with AIMT, either because Dr. Gass' patents could not be avoided or because the cartel members never really wanted to give up the low-safety/low price strategy. And the cartel's position has grown more and more indefensible. Thousands of Americans were maimed for life during and as a result of Defendants' anticompetitive conduct, but the cartel continued to oppose adoption of safe saws as an industry standard, advancing spurious objections, making false promises of a new product coming, while sometimes admitting that they did not wish to be under pressure to compensate Dr. Gass for his inventions. But competitors must be rewarded by the marketplace when they win the competition, on matters of quality as on price. In a competitive marketplace SawStop Technology or AIMT would win that competition, but the Defendants have conspired to keep these innovations from the marketplace they conspired to manipulate.

H. FRAUDULENT CONCEALMENT OF THE STANDARDS CONSPIRACY

128. From its inception, the parties to the Standards Conspiracy agreed that it would be kept confidential, and that its existence would not be disclosed to any non-members. While Plaintiffs were aware early on that certain of the Defendants had unilaterally asserted certain

positions with respect to industry standards, Plaintiffs had no way of discovering, until proceedings in product liability litigation occurring in or after February 2010, the existence of any agreement or conspiracy to act in concert to manipulate industry standards.

COUNT I
(against all Defendants)

129. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

130. In violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, beginning in about 2001, the Defendants agreed to and did refuse to license Saw Stop Technology from Plaintiffs or to otherwise implement AIMT.

131. Defendants fraudulently concealed their conspiracy until February 25, 2010.

132. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to refuse to deal with Plaintiffs to license the SawStop Technology or to implement AIMT.

133. Plaintiffs have been deprived of the benefits of free and open competition.

134. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

135. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy.

136. The combination or conspiracy carried out by Defendants resulted in lost royalties of millions of dollars annually for Plaintiffs.

137. Plaintiffs are entitled to treble damages and injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' violations of Sherman Act § 1.

138. Plaintiffs have suffered damages that they estimate exceed \$10 million.

COUNT II
(against all Defendants)

139. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

140. In violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, beginning in or about 2003 and continuing to the present, the Defendants and their co-conspirators, PTI and UL, engaged in a concerted corruption of UL standards for table saws to prevent AIMT from becoming a standard of the table saw industry.

141. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to corrupt UL safety standards for table saws to prevent AIMT from becoming a standard of the table saw industry.

142. Defendants conspired through a private organization, PTI, to effect the UL safety standards in order to deter the CPSC from adopting a mandatory regulation that would require AIMT.

143. The Defendants have enforced and continue to enforce their conspiracy through ongoing efforts to corrupt UL safety standards for table saws.

144. Plaintiffs have been deprived of the benefits of free and open competition.

145. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

146. The adoption of this standard had no purpose other than to facilitate collusion and to impair the manufacturing marketing and/or distribution of a superior product. It also impaired competition by resulting in diminished product quality in the marketplace.

147. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy.

148. Plaintiffs have suffered damages that they estimate exceed \$10 million.

149. The combination or conspiracy carried out by Defendants resulted in lost sales of table saws equipped with the SawStop Technology and increased expenses for those saws.

150. Plaintiffs are entitled to and seek treble damages for lost sales during the statutory period of 4 years (*i.e.* since February 25, 2010, when the conspiracy was discovered) and injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' violations of Sherman Act § 1.

COUNT III
(against all Defendants except Emerson)

151. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

152. In violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, beginning in 2004 and continuing to the present, Defendants and their co-conspirators, PTI and UL, engaged in a concerted corruption of UL safety standards for table saw blade guards to implement a design standard rather than a performance standard.

153. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to corrupt UL safety standards for table saw blade guards to implement a design standard rather than a performance standard.

154. The Defendants have enforced and continue to enforce their conspiracy through ongoing efforts to corrupt UL safety standards for table saws.

155. Plaintiffs have been deprived of the benefits of free and open competition.

156. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

157. The adoption of this standard had no purpose other than to facilitate collusion and to impair the manufacturing marketing and/or distribution of products of comparable and superior quality. It also impaired competition by restricting, for no purpose other than Defendants' competitive advantage, the array of products available in the marketplace.

158. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy

159. Plaintiffs have suffered damages that they estimate exceed \$500,000.

160. The combination or conspiracy carried out by Defendants resulted in increased costs and expenses from reconfiguring of SawStop, LLC's blade guards.

161. Plaintiffs are entitled to and seek treble damages for damages incurred during the statutory period of the last four (4) years due to changes to the UL standards brought about by the Defendants conspiracy or combination in violation of Sherman Act § 1.

162. Plaintiffs are entitled to and seek injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' conspiracy or combination in violation of Sherman Act § 1.

COUNT IV
(against all Defendants)

163. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

164. In violation of Ohio Revised Code § 1331.04, beginning in about 2001, the Defendants agreed to and did refuse to license Saw Stop Technology from Plaintiffs or to otherwise implement AIMT.

165. Defendants fraudulently concealed their conspiracy until February 25, 2010.

166. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to refuse to deal with Plaintiffs to license the SawStop Technology or to implement AIMT.

167. Plaintiffs have been deprived of the benefits of free and open competition.

168. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

169. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy.

170. The combination or conspiracy carried out by Defendants resulted in lost royalties of millions of dollars annually for Plaintiffs.

171. Plaintiffs are entitled to treble damages and injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' violations of Ohio Revised Code § 1331.04.

172. Plaintiffs have suffered damages that they estimate exceed \$10 million.

COUNT V
(against all Defendants)

173. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

174. In violation of 740 ILCS 10/3, beginning in or about 2003 and continuing to the present, the Defendants and their co-conspirators, PTI and UL, engaged in a concerted corruption of UL standards for table saws to prevent AIMT from becoming a standard of the table saw industry.

175. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to corrupt UL safety standards for table saws to prevent AIMT from becoming a standard of the table saw industry.

176. Defendants conspired through a private organization, PTI, to effect the UL safety standards in order to deter the CPSC from adopting a mandatory regulation that would require AIMT.

177. The Defendants have enforced and continue to enforce their conspiracy through ongoing efforts to corrupt UL safety standards for table saws.

178. Plaintiffs have been deprived of the benefits of free and open competition.

179. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

180. The adoption of this standard had no purpose other than to facilitate collusion and to impair the manufacturing marketing and/or distribution of a superior product. It also impaired competition by resulting in diminished product quality in the marketplace.

181. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy.

182. Plaintiffs have suffered damages that they estimate exceed \$10 million.

183. The combination or conspiracy carried out by Defendants resulted in lost sales of table saws equipped with the SawStop Technology and increased expenses for those saws.

184. Plaintiffs are entitled to and seek treble damages for lost sales during the statutory period of 4 years (*i.e.* since February 25, 2010, when the conspiracy was discovered) and injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' violations of 740 ILCS 10/3.

COUNT VI
(against all Defendants except Emerson)

185. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in above paragraphs.

186. In violation of 740 ILCS 10/3, beginning in 2004 and continuing to the present, Defendants and their co-conspirators, PTI and UL, engaged in a concerted corruption of UL safety standards for table saw blade guards to implement a design standard rather than a performance standard.

187. At all relevant times, Defendants attended PTI meetings and conferences, engaging in numerous communications to discuss and effectuate their agreement to corrupt UL safety standards for table saw blade guards to implement a design standard rather than a performance standard.

188. The Defendants have enforced and continue to enforce their conspiracy through ongoing efforts to corrupt UL safety standards for table saws.

189. Plaintiffs have been deprived of the benefits of free and open competition.

190. The Defendants' combination or conspiracy is an unreasonable restraint of competition.

191. The adoption of this standard had no purpose other than to facilitate collusion and to impair the manufacturing marketing and/or distribution of products of comparable and superior quality. It also impaired competition by restricting, for no purpose other than Defendants' competitive advantage, the array of products available in the marketplace.

192. Plaintiffs have been injured as a proximate result of the Defendants' combination or conspiracy

193. Plaintiffs have suffered damages that they estimate exceed \$500,000.

194. The combination or conspiracy carried out by Defendants resulted in increased costs and expenses from reconfiguring of SawStop, LLC's blade guards.

195. Plaintiffs are entitled to and seek treble damages for damages incurred during the statutory period of the last four (4) years due to changes to the UL standards brought about by the Defendants conspiracy or combination in violation of 740 ILCS 10/3.

196. Plaintiffs are entitled to and seek injunctive relief to remedy the injuries they have suffered and continue to suffer as a result of the Defendants' conspiracy or combination in violation of 740 ILCS 10/3.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all claims as described in this Complaint so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

- a. That the Court adjudge the conduct described in this Complaint to involve *per se* and/or otherwise unlawful restraints of trade in violation of Sherman Act §1, Ohio's Valentine Act and the Illinois Antitrust Act, and award Plaintiffs appropriate damages, trebled;

- b. That the Court permanently enjoin Defendants and any of Defendants' subsidiaries or affiliates from engaging in any of the conduct described herein;
- c. That the Court award Plaintiffs the costs of this suit, including reasonable attorneys' fees and costs; and
- d. That the Court award Plaintiffs such other relief as the Court may deem just and proper.

Dated: April 24, 2014

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April 2014, I electronically filed:

- **FIRST AMENDED COMPLAINT**

with the Clerk of Court using the CM/ECF system, which then sent a notification of such filing (NEF) to the following:

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Dated: April 24, 2014

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EXHIBIT A

Presentation of
Stephen F. Gass, Ph.D.
in Support of a Proposal
for a New UL Standard
for Table Saws

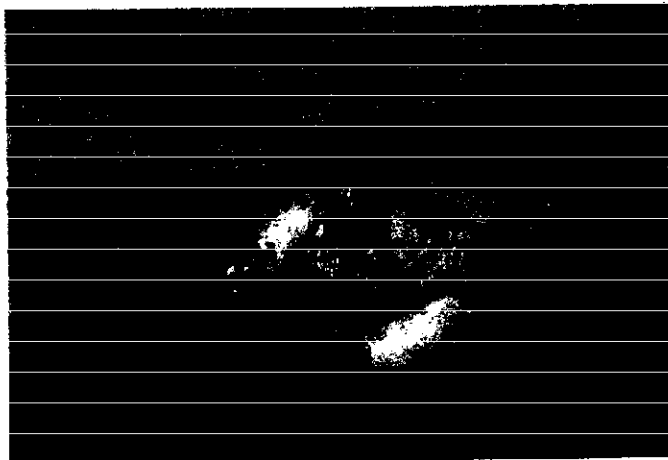
February 11, 2003

Standards Technical Panel for Tools, STP 745

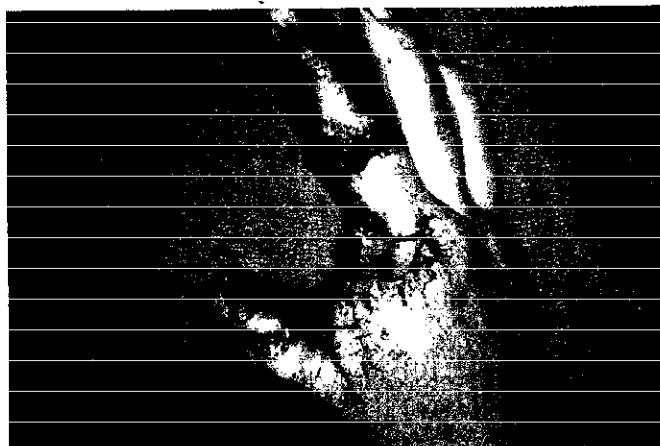
Every year over 30,000 people are seriously injured on table saws.¹ These are not minor injuries. These are injuries that change people's lives.

It is essential that we understand the gravity of these injuries because we are the body responsible for establishing the safety standards for table saws.

Here is a photograph of an injury to a 22-year-old carpenter who cut-off his index finger and the tip of his right thumb.²



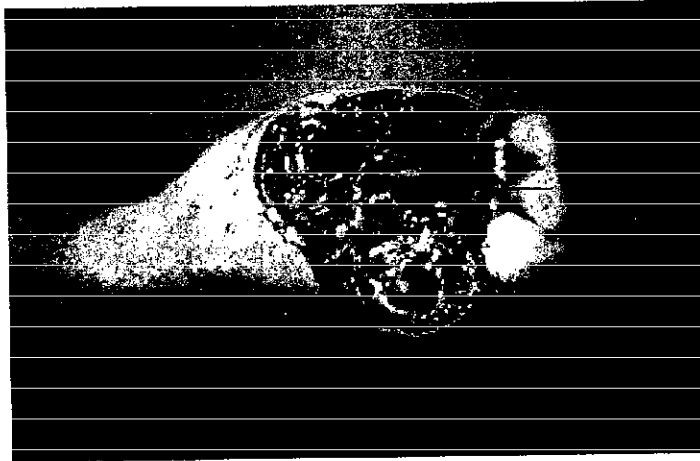
The amputated thumb fragment was too badly damaged to be reattached. The amputated index finger fragment was intact, but was not reattached because it would likely have poor function. Instead, they used the tip of the index finger to make a new thumb, as shown.



¹ U.S. Consumer Product Safety Commission, National Electronic Injury Surveillance System, Directorate for Epidemiology.

² The Buncke Clinic, http://buncke.org/book/ch2/ch2_5.html#

A 42-year old cabinet maker suffered saw amputations of his right thumb and index finger and partial amputations of his long and ring fingers, as shown in this photo.³



His thumb was reconstructed, but he lost his index finger, as shown in the following photo.



³ The Buncke Clinic, http://buncke.org/book/ch2/ch2_5.html#

Remember, there are over 30,000 of these injuries every year – that's about one injury every 20 minutes. Over 200 people will suffer injuries like these during the three days we are meeting together. Rather than acknowledging the scope of this problem and working to solve it, saw manufacturers seem to want to deny that a problem exists. Saw manufacturers I have spoken with have challenged the accuracy of these statistics, saying that the injury rate is much lower. However, those manufacturers do not explain why the statistics are inaccurate, nor do they disclose the number of injuries that occur on their saws. Saw manufacturers also seem to refuse to accept any responsibility for the injuries. Instead, they say the user was at fault in causing the accident, such as by removing the guard, even though the manufacturers know when they sell saws that the guard often interferes with the operation of the saw and therefore most users will not or cannot use the guard.

These accidents extract a tremendous toll in suffering on the part of the victims, and they represent a significant economic cost to society for treatment and lost productivity. If we assume that the average emergency room visit costs only \$1,000, then the economic costs just for medical treatment of these injuries would be \$30,000,000 per year. The true average cost per incident, including acute medical treatment, rehabilitation and lost productivity could easily exceed \$5,000-\$10,000 per injury, with the cumulative cost being \$150-\$300 million per year. The total retail market for table saws in the United States is probably somewhat less than \$200 million per year. Thus, the economic cost of the injuries involving table saws may well exceed the total retail cost of the saws themselves.

I think it is safe to say that virtually all of the table saws involved in these accidents met the current UL safety standards when they were sold. Nevertheless, the accidents continue to occur in unacceptable numbers. Clearly, the large number of injuries, the tremendous toll in suffering, and the significant economic costs of those injuries demonstrate the need for more effective safety standards for table saws.

Two and a half years ago SawStop introduced a new technology that can tell the difference between cutting wood and cutting a person. The SawStop technology detects accidental contact with a saw blade and then reacts to minimize any injury, much like an airbag in a car. Typically, a saw equipped with the technology would detect accidental contact and then stop the blade within just a few milliseconds, dramatically reducing the potential for serious injury. Let me be clear—I am not suggesting that SawStop can prevent all serious injuries or even all amputations. Also, like any mechanical or electrical system, SawStop may have some failures. Nevertheless, SawStop has the potential to enormously reduce the severity of injuries in most table saw accidents, just like an airbag reduces the severity of injuries in most automobile accidents.

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UL Presentation
February 11, 2003

EMERSON 002002

The SawStop technology utilizes two systems: a contact detection system and a braking system. The contact detection system looks for accidental contact between a person and the saw blade based on the difference in electrical properties between a human body and wood, plastic or other materials commonly cut on table saws. In particular, the saw blade is electrically isolated and a small electrical signal is induced upon it. This signal is relatively unchanged when cutting wood, but drops suddenly when a user contacts the blade. The SawStop braking system utilizes a high-speed actuator that jams a brake pawl directly into the teeth of the saw blade to stop the blade in just a few milliseconds. The braking torque from stopping the blade is used to retract the blade away from the user as the blade is stopped. The effect of the system is that the blade is normally stopped within about five milliseconds after the user contacts the blade. In most cases, the resulting injury is a relatively minor nick. In contrast, the same accident without SawStop could easily result in the loss of several fingers. The SawStop system stops the blade 25-50 times faster than a user could react to withdraw their hand.

A prototype table saw with the SawStop technology has been reviewed by the U.S. Consumer Product Safety Commission, the German BIA and the French INRS. This technology has also been discussed in a working group for the UL standard for stationary and fixed electric tools, UL 987.

Additionally, most of the major saw manufacturers have studied an early prototype saw equipped with this technology. During those studies, the manufacturers raised several issues with the prototype saw that they said justified not adopting the technology. Those issues have now all been resolved.

First, the manufacturers said that the reaction system could be made to fire when cutting very wet or green wood. The prototype saw that the manufactures tested would cut most wet and green wood without problem. It was only extremely wet or green wood that would trip the system. One manufacturer described going to Home Depot to select the wettest board from the middle of a stack of pressure-treated lumber and having to cut that board within an hour of purchase to cause a false trip. Only a very small percentage of wood that is cut on table saws is extremely green or wet, and even if the saw misfired in those cases, the result would be a safe stopping of the saw – not an injury. Nonetheless, we have now modified the detection system to distinguish even very wet or green wood.

The manufacturers also said that the reaction system in the saw included a brake cartridge that was not sealed against sawdust and could therefore malfunction. The brake cartridge the manufacturers reviewed was a prototype built to demonstrate the technology. SawStop has now developed and built a brake cartridge that is sealed against sawdust and other possible pollutants, and that is suitable for manufacturing.

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UL Presentation
February 11, 2003

EMERSON 002003

Finally, some manufacturers have suggested that the technology should not be adopted because it will promote carelessness by users. I find absurd the suggestion that we should not make table saws safer because that will somehow make them more dangerous. Following the logic of this argument, we should remove blade guards from saws because the guards will cause people to be more careless. Of course, we should also remove seatbelts and airbags from cars so that people will drive more carefully. I do not think that manufacturers really believe this argument. Rather I think they have raised this argument in an attempt to avoid the cost of implementing this new technology. Clearly, if we can change the existing standards to make saws safer at a reasonable economic cost, we should do so.

I propose that we adopt a new safety standard for table saws that requires all table saws to have

- a detection system capable of detecting contact or dangerous proximity of a person to the blade,
- a reaction system to stop or retract the blade so that a person will be cut no deeper than $1/8^{\text{th}}$ of an inch when contacting or approaching the blade at a rate of one foot per second,
- a self-diagnostic capability to verify functionality, and
- an interlock system so that the motor cannot be started if the detection or reaction systems malfunction.

We propose that this standard become effective beginning Jan. 1, 2005.

The SawStop technology demonstrates one way to meet the proposed standard. However, the proposed standard is performance based, and is worded broadly enough to allow any type of solution to the problem. There may well be other systems that could be used to satisfy the proposed standard.

The SawStop technology will be made available for license at a rate of not more than 8% of the wholesale cost of a saw if this standard is adopted. Thus, I will likely benefit financially from the adoption of this new standard.

Commercial embodiments of a cabinet saw and a contractor saw including this technology have been developed and, based on the cost to produce those saws, I believe the technology can be implemented for less than an average cost increase of 25% per table saw, including the royalty. That cost is likely to decrease as the technology matures.

We should adopt this proposed standard now because technology is available to make table saws safer, and that technology is demonstrably viable. Adoption of the proposed new standard would result in substantially safer table saws, and the economic savings that would result from reducing the number and severity of table saw injuries would more than make up for the economic cost of implementing the new standard.

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UL Presentation
February 11, 2003

EMERSON 002004

I believe the only significant issue that can be raised regarding adoption of the proposed standard at this time is that table saws meeting the standard have not yet been produced on a commercial basis. Under some circumstances, that could be a sufficient justification to delay adoption of the standard. However, in this case, the technology to comply with the proposed standard has been available to all of the major saw manufacturers for more than two years. During that time, not one manufacturer has even attempted to implement a commercial saw with the technology. One would have expected the manufacturers to work diligently to incorporate this technology into their saws or to conclusively demonstrate that it couldn't be done. On the contrary the manufacturers have done everything they could to avoid implementing the technology. In fact, an attorney introduced as the lead product liability litigation coordinator for one major saw manufacturer, said at a legal education conference for attorneys specializing in defending power tool injuries that if a couple of years go by without anyone implementing the technology, then manufacturers could argue that the technology was not viable because no one had adopted it. In the same talk, that attorney also suggested that manufacturers should argue that the technology was not viable because it was not an industry standard. In other words, this attorney said that if manufacturers never voluntarily adopt the technology, they might never have to. The president of another major saw manufacturer said it could be in his company's interest to delay introduction of the SawStop technology as long as possible. A vice-president of a third major saw manufacturer said that his company wasn't interested in SawStop technology because "safety doesn't sell." Under these circumstances, where manufacturers are looking for any possible reason not to implement safer technology, I believe it is appropriate for, and incumbent upon us, the responsible standard setting body, to take action to protect the public from unnecessary injury even in the absence of a commercial product.

In view of the fact that saws incorporating SawStop technology are not yet on the market, we recognize that a high level of proof of viability is required before taking regulatory action. As such, we are willing to make a saw incorporating this technology available for testing and evaluation by this committee or any of its members to confirm the viability of the technology. We invite all the members of this committee to work with us in promoting adoption of this standard to make saws safer.

Lastly, some people have suggested that we don't need a mandatory standard—we can let consumers choose whether to buy safer saws or not. I believe we should enact a mandatory standard as proposed above rather than leaving it as an option because consumers do not have the information necessary to make a fully informed choice. Specifically, consumers do not know the number of injuries occurring on table saws, the likelihood that they will suffer an injury or the economic cost of those injuries. If consumers had that information, I believe they would choose to pay the extra marginal cost to obtain a saw equipped with

something like SawStop. It is the rational choice. We do have that information and it demonstrates that the public interest is best served by adopting the proposed standard. The question here is whether we as a committee act in the public interest or whether we act in the economic interest of saw manufacturers.

I would be happy to answer any questions and hear any comments you have concerning this proposal.

EXHIBIT B

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CARLOS OSORIO,)
Plaintiff,)
vs.) CA No. 06-10725-NMG
ONE WORLD TECHNOLOGIES, INC.,)
et al,)
Defendants.)

BEFORE: THE HONORABLE NATHANIEL M. GORTON

JURY TRIAL DAY FOUR

John Joseph Moakley United States Courthouse
Courtroom No. 4
One Courthouse Way
Boston, MA 02210
Thursday, February 25, 2010
9:10 a.m.

Cheryl Dahlstrom, RMR, CRR
Debra M. Joyce, RMR, CRR
Official Court Reporters
John Joseph Moakley United States Courthouse
One Courthouse Way, Room 3209
Boston, MA 02210
Mechanical Steno - Transcript by Computer

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APPEARANCES:

BOIES, SCHILLER & FLEXNER LLP
By: George F. Carpinello, Esq., and
Teresa A. Monroe, Esq.
10 North Pearl Street
Albany, New York 12207
- and -

SULLIVAN & SULLIVAN LLP
By: Richard J. Sullivan, Esq.
40 Washington Street
Wellesley, Massachusetts 02481
On behalf of the Plaintiff.

SUGARMAN, ROGERS, BARSHAK & COHEN, P.C.
By: Michael S. Appel, Esq., and
William F. Benson, Esq.
101 Merrimac Street
Boston, Massachusetts 02114-4737
On behalf of the Defendants.

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<u>Testimony of:</u>	<u>Direct</u>	<u>Cross</u>	<u>Redirect</u>	<u>Recross</u>
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E X H I B I T S

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6	Memo from Peot, 1/02	103
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7	SawStop Feasibility Study	182

1 A. That's what it says.

2 Q. Do you know when the saw that Mr. Osorio was injured on
3 from Home Depot?

4 A. I assume it was, I don't know where it was purchased.

5 Q. No, I'm sorry. Do you know when, sir?

6 A. No.

7 Q. If I told you January of --

8 MR. APPEL: Objection, your Honor.

9 THE COURT: Let him finish the question.

02:05 10 MR. CARPINELLO: I'll withdraw the question, your
11 Honor.

12 BY MR. CARPINELLO:

13 Q. Now, you were also a member of the committee created by
14 the PTI to investigate as a group the SawStop technology and
15 explore alternatives to that, correct?

16 A. It was not to address the SawStop technology. It was to
17 address table saw safety by some method of sensing when an
18 accident was supposed to happen.

19 Q. You were looking into trying to come up with a sensing
02:06 20 technology that did not require a royalty to Dr. Gass, correct?

21 A. I don't believe that was in that original charter.

22 Q. Was that what the committee did?

23 A. No, the committee tried to develop a technology that they
24 felt would be the best way of improving table saws for table
25 saw safety and blade contact avoidance. The SawStop was not to

1 be considered. In fact, one of the rules was that we will not
2 consider SawStop or any intellectual property. We will enter
3 with a wide open, broad mind to try and develop the best system
4 we possibly could.

5 Q. And one of the ground rules was that we would not use
6 technology developed by Dr. Gass, we'd try to find a way to do
7 it without using his technology, correct?

8 A. No, it was not.

9 Q. So were you considering his technology --

02:07 10 A. We were chartered to use whatever technology we felt would
11 be best to prevent table saw accidents. There were no
12 limitations that I can remember one way or the other.

13 Q. Okay. And the first meeting of that group was in May of
14 2003; is that correct, sir?

15 A. I think it's correct.

16 Q. And you made a presentation at that meeting in May of
17 2003, correct?

18 A. I believe so.

19 Q. And in that presentation you told the group that the
02:08 20 technology, that the SawStop system consistently stopped in six
21 milliseconds or less, correct?

22 A. We measured a stopping time of six milliseconds. I don't
23 remember the consistency part of it, but we measured a six
24 millimeter -- excuse me, a six millisecond stop time on the
25 prototype saw.

1 Q. And you raised a question in your presentation about the
2 impact of whether the SawStop technology would have some
3 adverse impact on the saw itself, correct?

4 A. Yes.

5 Q. Up to that point in time and at any point in time in the
6 future did Ryobi ever actually try to investigate that issue
7 and engineer a solution?

8 A. No, we mapped out a program to do that, but it was never
9 approved.

02:09 10 Q. It wasn't approved by Mr. Pinkleton and it wasn't approved
11 by Mr. Dils; is that correct?

12 A. Not that I'm aware of.

13 Q. But you wanted to do that, didn't you, sir?

14 A. If we were -- the engineering department, which I was in
15 charge of, were directed to pursue that thing, then, yes, I
16 wanted to do it. But it wasn't my prerogative to do it or not
17 do it.

18 Q. But you -- as a conscientious employee of Ryobi, you
19 thought they should do it, didn't you? And didn't you make
02:09 20 that recommendation that they should do it?

21 A. I made that recommendation very early when we first saw
22 the prototype.

23 Q. And they didn't follow it, did they?

24 A. No.

25 Q. Okay. Now, you were very disappointed, were you not, at

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CERTIFICATION

We certify that the foregoing is a correct transcript of the record of proceedings in the above-entitled matter to the best of our skill and ability.

/s/Debra M. Joyce
Debra M. Joyce, RMR, CRR
Official Court Reporter

February 25, 2010
Date

/s/Cheryl Dahlstrom
Cheryl Dahlstrom, RMR, CRR
Official Court Reporter

February 25, 2010
Date

EXHIBIT 1

67216

Federal Register / Vol. 68, No. 230 / Monday, December 1, 2003 / Notices

Act on September 13, 2000 (65 FR 55283).

The last notification was filed with the Department on August 8, 2003. A notice was published in the **Federal Register** pursuant to section 6(b) of the Act on August 29, 2003 (68 FR 52055).

Dorothy B. Fountain,
Deputy Director of Operations, Antitrust Division.
[FR Doc. 03-29833 Filed 11-28-03; 8:45 am]
BILLING CODE 4410-11-M

DEPARTMENT OF JUSTICE

Antitrust Division

Notice Pursuant to the National Cooperative Research and Production Act of 1993—Nano-Engineered Thermal Interfaces Enabling Next Generation Microelectronics

Notice is hereby given that, on October 2, 2003, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (“the Act”), Nano-Engineered Thermal Interfaces Enabling Next Generation Microelectronics has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act’s provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to Section 6(b) of the Act, the identities of the parties are General Electric Global Research, Niskayuna, NY; Superior MicroPowders, LLC, Albuquerque, New Mexico; and The Research Foundation of SUNY at Binghamton, Binghamton, NY. The nature and objectives of the venture are to develop and demonstrate nano-engineered thermal interfaces materials enabling next generation microelectronics.

Dorothy B. Fountain,
Deputy Director of Operations, Antitrust Division.
[FR Doc. 03-29762 Filed 11-28-03; 8:45 am]
BILLING CODE 4410-11-M

DEPARTMENT OF JUSTICE

Antitrust Division

Notice Pursuant to the National Cooperative Research and Production Act of 1993 Power Tool Institute Joint Venture Project

Notice is hereby given that, on October 23, 2003, pursuant to section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (“the Act”), the Power Tool Institute Joint Venture Project has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act’s provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to section 6(b) of the Act, the identities of the parties are The Black & Decker Corp., Towson, MD; Hitachi Koki, U.S.A., Ltd., Norcross, GA, a subsidiary of Hitachi Koki Company Ltd., Tokyo, Japan; Pentair Tools Group, Jackson, TN, a subsidiary of Pentair Corporation, Golden Valley, MN; Robert Bosch Tool Corporation, Mount Prospect, IL, an affiliated entity of Robert Bosch GMBH, Gerlingen, Germany and Scintilla AG, Solothurn, Switzerland; and Ryobi Technologies, Inc., Anderson, SC and One World Technologies, Inc., Anderson, SC, both subsidiaries of Techtronics Inc., Tsuen Wan, Hong Kong, China. The nature and objectives of the venture are the research and development of technology for power saw blade contact injury avoidance, including skin sensing systems, blade braking systems, and/or blade guarding systems. The participants intend to share confidential information and intellectual property rights in order to achieve the goals of the joint venture. The participants intend to share intellectual property that is contributed, and any intellectual property or technology that is developed through the joint venture, among themselves and the Power Tool Institute. Any royalties generated by the licensing of any technology or intellectual property created through the joint venture will be shared among the joint venture participants and the Power Tool Institute pursuant to the terms of the joint venture agreement and the accompanying confidentiality agreements. The technology or intellectual property created through the joint venture will be available to the

public for a licensing fee, which will be non-discriminatory and determined in accordance with the costs to develop the intellectual property to be licensed.

Dorothy B. Fountain,
Deputy Director of Operations, Antitrust Division.
[FR Doc. 03-29834 Filed 11-28-03; 8:45 am]
BILLING CODE 4410-11-M

DEPARTMENT OF JUSTICE

Antitrust Division

Notice Pursuant to the National Cooperative Research and Production Act of 1993—Roll to Roll Processing To Enable the Organic Electronic Revolution

Notice is hereby given that, on October 16, 2003, pursuant to section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (“the Act”), Roll to Roll Processing to Enable the Organic Electronic Revolution has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act’s provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to section 6(b) of the Act, the identities of the parties are GE Global Research, Niskayuna, NY; and Energy Conversion Devices, Inc., Rochester Hills, MI. The nature and objectives of the venture are to develop and demonstrate roll to roll processing to enable the organic electronics industry by providing highly functional devices at low cost and high volume.

Dorothy B. Fountain,
Deputy Director of Operations, Antitrust Division.
[FR Doc. 03-29832 Filed 11-28-03; 8:45 am]
BILLING CODE 4410-11-M

DEPARTMENT OF LABOR

Mine Safety and Health Administration

Evaluation of International Electrotechnical Commission’s (IEC) Standards for Intrinsic Safety and Explosion-Proof Enclosures

AGENCY: Mine Safety and Health Administration (MSHA), Labor.
ACTION: Notice of intent to review international (IEC) standards for

EXHIBIT 2

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CARLOS OSORIO,)
Plaintiff,)
)
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vs.) CA No. 06-10725-NMG
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ONE WORLD TECHNOLOGIES, INC.,)
et al,)
Defendants.)

BEFORE: THE HONORABLE NATHANIEL M. GORTON

JURY TRIAL DAY FOUR

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Cheryl Dahlstrom, RMR, CRR
Debra M. Joyce, RMR, CRR
Official Court Reporters
John Joseph Moakley United States Courthouse
One Courthouse Way, Room 3209
Boston, MA 02210
Mechanical Steno - Transcript by Computer

1 this memo for this aborted committee, do you recall that the
2 CPSC gave Mr. Gass an award?

3 A. Yes, I was.

4 Q. And you wrote a memo to these guys, Dils and Whiffen and
5 Bugos, and said, Let me tell you something, guys. And you sent
6 a list of all the things that you wanted to point out to them
7 about what was going on, correct?

8 A. That's correct.

9 MR. CARPINELLO: May I have a hard copy of that memo.

12:03 10 Q. I'm going to show you, sir, an email that you wrote to
11 Jeff Dils, Dennis Pinkleton, and Bob Bugos. Who is Dennis
12 Pinkleton in October, 2001?

13 A. I believe he was the chief executive officer of Ryobi
14 North America.

15 Q. He was the head guy in the United States, correct?

16 A. I think that's correct.

17 Q. Okay. And is that, in fact, a memo from you to those
18 individuals and then a second memo on top of that, second
19 email, that you wrote to Dennis Pinkleton and Jeff Dils on
12:04 20 October 8, 2001?

21 Now, I'm going to represent to you, sir, that the markings
22 on the margin there and the underlining is mine, and I
23 apologize for that.

24 A. Okay.

25 Q. Do you recall that?

1 A. I believe it was, yes.

2 Q. And, in fact, the venture that was set up by PTI spent a
3 whole lot of time meeting with patent lawyers to figure out how
4 to, as the term is, work around --

5 MR. APPEL: Objection, your Honor.

6 THE COURT: Sustained.

7 Q. Without reference to the patent lawyers, let's talk about
8 -- you and other nonlawyers, members, discussed, how to work
9 around Stephen Gass's patent, correct?

10 A. No.

11 Q. You don't recall that?

12 A. I don't recall saying that the joint venture was supposed
13 to try and work around Steve Gass' patents.

14 Q. I apologize if I said it, sir. The joint venture was
15 created to find an alternative technology so that the industry
16 did not have to use Mr. Gass' technology, correct?

17 A. That's probably one of the reasons, yes.

18 Q. Okay. And if they came up with a technology that didn't
19 use Doctor Gass' technology, they wouldn't have to pay him a
20 royalty fee, correct?

21 A. Yes, that would be a correct statement.

22 Q. All right. And you said it was surprising to you that all
23 these people would -- all these industry members would get
24 together and suggest this?

25 A. Correct.

1 Q. Why was it surprising to you, sir?

2 A. Well, members of the industry -- this is a very
3 competitive industry, and the people who belong to the Power
4 Tool Institute are very fierce competitors. Never before in my
5 30, 35 years of working with the Power Tool Institute had I
6 ever been exposed to something where they said let's get
7 together and jointly develop something.

8 Q. This was completely unprecedented, wasn't it?

9 A. Yes, it was.

12:13 10 Q. Now, it's true, sir, is it not, that you and the other
11 members of industry recognized that SawStop could be used not
12 just on big cabinet saws but on all kinds of saws? It had the
13 potential for that, did it not?

14 A. Yeah, I believe the feeling was that if that technology
15 proved workable and could be adopted to power tools that it
16 could be used on more products than table saws, yes.

17 Q. Indeed, you said, "All members agree that SawStop's goal
18 is to get the device in table saws and then, having set a
19 precedence, try to move on to other high-volume products such
12:14 20 as miter saws and portable circular saws," correct?

21 A. Yes.

22 Q. Now, also discussed at the meeting was a mechanism whereby
23 people could vote to get on the committee, and those
24 manufacturers who got on the committee would then be allowed to
25 use the information they gained to defend product liability

1 A. Not that I'm aware of, no.

2 Q. Now, isn't it true, sir, that the manufacturers got
3 together and decided that they would take this unprecedented
4 step specifically because they were concerned that if one
5 manufacturer adopted SawStop and the other manufacturers didn't
6 that they would be subject to potential liability for not
7 adopting something that was shown to be feasible because one
8 manufacturer put it out on the market? Wasn't that their
9 concern?

12:35 10 A. That was one of those concerns, yes.

11 Q. And that's why, is it not, that they got together and
12 decided that they would work collectively so that they would
13 all put it on the market if and when they wanted to and decided
14 that it was in their interests to do so? Isn't that true, sir?

15 A. Again, that's one of the reasons but wasn't the primary
16 reason.

17 Q. But that was one of the reasons, wasn't it?

18 A. That's correct.

19 Q. Because if Black & Decker, God forbid, would come out with
12:36 20 a saw with SawStop, Ryobi, in your view, would be in real legal
21 trouble, is that correct?

22 A. It could be.

23 Q. Well, you expressed a view that they would be; isn't that
24 true, sir?

25 A. Pardon?

1 Q. You expressed the view that they would be? You were
2 concerned -- you had real concern that if Black & Decker or
3 Makita or Rexon or Delta or anybody else came out with a
4 SawStop saw before Ryobi, Ryobi was going to be in trouble in a
5 courtroom like this?

6 A. Yeah, no.

7 Q. I'm sorry?

8 A. I don't remember "would be" as much as "could be."

9 Q. Let me get your testimony, sir.

12:37 10 And it's true, sir, is it not, that in the fall of 2001,
11 neither you nor Mr. Domeny, nor Mr. Rodriguez of Makita, nor
12 Mr. Keller of Delta ever thought that Stephen Gass had the
13 wherewithal to actually put a saw on the market himself; isn't
14 that true, sir?

15 MR. APPEL: Objection, your Honor.

16 THE COURT: Sustained.

17 A. I don't remember that --

18 THE COURT: There's no question before you.

19 Q. Mr. Peot, I'm going to read your testimony from your first
12:37 20 deposition on November 6, 2008, Page 256, Line 10. "QUESTION:
21 Do you recall during this discussion that you are summarizing
22 in this document, in October of 2001 -- do you recall any
23 discussion of any concern raised by anyone on the board of
24 directors about the possibility that one manufacturer may
25 develop the product and what the impact would be on the other

1 be considered. In fact, one of the rules was that we will not
2 consider SawStop or any intellectual property. We will enter
3 with a wide open, broad mind to try and develop the best system
4 we possibly could.

5 Q. And one of the ground rules was that we would not use
6 technology developed by Dr. Gass, we'd try to find a way to do
7 it without using his technology, correct?

8 A. No, it was not.

9 Q. So were you considering his technology --

02:07 10 A. We were chartered to use whatever technology we felt would
11 be best to prevent table saw accidents. There were no
12 limitations that I can remember one way or the other.

13 Q. Okay. And the first meeting of that group was in May of
14 2003; is that correct, sir?

15 A. I think it's correct.

16 Q. And you made a presentation at that meeting in May of
17 2003, correct?

18 A. I believe so.

19 Q. And in that presentation you told the group that the
02:08 20 technology, that the SawStop system consistently stopped in six
21 milliseconds or less, correct?

22 A. We measured a stopping time of six milliseconds. I don't
23 remember the consistency part of it, but we measured a six
24 millimeter -- excuse me, a six millisecond stop time on the
25 prototype saw.

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

ADAM THULL,

Plaintiff,

v.

TECHTRONIC INDUSTRIES CO., LTD.,
et al.,

Defendants.

Case No. 3:13-mc-00102

OPINION AND ORDER
OF CIVIL CONTEMPT

Michael H. Simon, District Judge.

This action involves a discovery dispute arising out of third-party subpoenas served in the District of Oregon on an individual and his two affiliated companies (the “Subpoenaed Entities”) by Defendants in a lawsuit pending in the United States District Court for the District of Minnesota (the “Underlying Action”).¹ In the Underlying Action, Plaintiff alleges a product liability claim arising out of personal injuries received by Plaintiff while using a power table saw manufactured or sold by Defendants. Also in the Underlying Action, the individual served by Defendants with a third-party subpoena seeking documents had already “volunteered” to present

¹ *Thull v. Techtronic Indus. Inc., et al.*, No. 11-cv-02368-PAM-LIB (D. Minn.).

testimony as an unpaid expert witness in support of Plaintiff’s claim. Further, the two subpoenaed companies, which are affiliated with Plaintiff’s “volunteer” expert witness, manufacture and sell power saws, or hold related patents, in competition with Defendants. The subpoenaed individual (Plaintiff’s “volunteer” expert witness) and his two affiliated companies filed timely objections to the subpoenas, and Defendants moved to compel. After holding a hearing, the Court granted in part and denied in part Defendants’ motion to compel and entered a protective order regarding the treatment of confidential and competitively sensitive material.

The Subpoenaed Entities, however, only partially complied with the Court’s discovery order and willfully “declined” to comply with other portions of the Court’s order. Defendants then moved for an order of civil contempt against the Subpoenaed Entities for failure to comply with the Court’s order. Dkt. 39. The Court held an evidentiary hearing (Dkts. 49 and 50), during which the Subpoenaed Entities candidly admitted that they willfully failed to produce certain responsive documents and explained that they sought a “friendly” order of civil contempt so that they may appeal the Court’s discovery rulings. Plaintiff in the Underlying Action took no position on the contempt motion. As more fully explained below, the Court will give to Defendants and the Subpoenaed Entities what they each seek—a “friendly” order of civil contempt with appropriately and narrowly crafted conditional coercive relief.

BACKGROUND

Plaintiff Adam Thull sued Defendants Techtronic Industries Co., Ltd.; Techtronic Industries North America, Inc.; One World Technologies, Inc.; Ryobi Technologies, Inc.; and Home Depot U.S.A., Inc. (collectively, “Defendants”) for product liability in the Underlying Action. The court in the Underlying Action has directed Plaintiff and Defendants to be ready for trial by April 1, 2014.

In the Underlying Action, Defendants caused third-party subpoenas to be issued by the United States District Court for the District of Oregon and served on three related non-parties: SawStop, LLC (“SawStop”), SD3, LLC (“SD3”), and Stephen F. Gass, Ph.D. (“Dr. Gass”) (collectively “SawStop” or the “Subpoenaed Entities”). Defendants’ subpoenas required the production of responsive documents in Oregon, where the Subpoenaed Entities reside or are found. The Subpoenaed Entities timely objected to Defendants’ requests. Thereafter, Defendants commenced this miscellaneous action in the District of Oregon, pursuant to Federal Rule of Civil Procedure 45(c)(2)(B)(i), seeking an order compelling discovery. Dkt. 1.

Dr. Gass invented and patented active injury mitigation technology (“AIMT”) for power saws and other similar woodworking equipment.² Dr. Gass is president of SawStop and holds both a Ph.D. in physics and a law degree. He has worked as a patent attorney and is a lifelong “woodworker.” “The SawStop technology includes a safety system that detects accidental contact between a person and the spinning blade of a saw, and then reacts to minimize any injury.” *Santella v. Grizzly Indus., Inc.*, No. 3:12-mc-00131-SI (D. Or.), Dkt. 2, at 13 ¶ 3. Dr. Gass filed the first patent application describing the SawStop technology in 1999, and “[s]ince then, the U.S. Patent and Trademark Office has issued numerous patents disclosing various implementations, features and improvements related to the technology.” *Id.* at 14 ¶ 8. Dr. Gass commercialized the first table saw incorporating AIMT in 2004. SD3 holds the patents covering AIMT.

² This action is substantially similar to a matter the Court previously addressed, *Santella v. Grizzly Industrial, Inc.*, No. 3:12-mc-00131-SI (D. Or.). The Court’s brief recitation of the background of the present dispute is taken in part from the Court’s September 26, 2012 Opinion and Order in the *Santella* case, *Santella* Dkt. 40.

Defendants manufactured or sold a table saw to Plaintiff that does not incorporate AIMT. Dkt. 3-1, at 4 ¶¶ 11-13. Plaintiff suffered injuries when using this saw. *Id.* at 7 ¶ 33. Plaintiff brought suit, alleging claims of, *inter alia*, strict product liability, breach of implied warranty, and negligence. *Id.* at 8-16.

In the Underlying Action (as well as in other similar actions throughout the United States), Dr. Gass, as a volunteer and without compensation, filed an expert report in which he opines: “It is both economically and technically feasible to redesign the saw at issue to incorporate the SawStop technology.” Dkt. 3-2, at 29 ¶ 67. Dr. Gass begins his expert report by noting that he has been asked by Plaintiff’s attorneys to “provide fact and expert testimony” in that particular case and is “willing to do so.” *Id.* at 1. Dr. Gass then adds: “However, I am neither retained nor specially employed to provide expert testimony, and therefore, I understand a written report of my opinion is not required.” *Id.* Presumably, this is why Defendants sought discovery relating to the Subpoenaed Entities through a Rule 45 subpoena to non-parties, rather than under Federal Rule of Civil Procedure 26(a)(2)(B), which relates to discovery from expert witnesses who have been “retained or specially employed to provide expert testimony in the case.”

In resolving Defendants’ motion to compel, the Court addressed three issues: (1) the validity of Defendants’ document requests under Rule 45; (2) whether Defendants’ chosen expert witness for trial, Mr. Peter Domeny, may have access to SawStop’s confidential documents over the objection of SawStop; and (3) whether SawStop’s costs of compliance should be shifted, in whole or in part, to Defendants. The Court granted in part and denied in part Defendants’ motion to compel and allowed Mr. Domeny to review SawStop’s documents subject to a protective

order. Dkt. 32. The Court’s protective order specifically referenced Mr. Domeny. Dkt. 35, at ¶ 3(f).

SawStop provided some of the requested documents, but deliberately declined to provide all responsive discovery that the Court ordered. Defendants then moved for an order of civil contempt. Dkt. 39. During the oral argument and evidentiary hearing on Defendants’ motion for civil contempt, SawStop admitted that it willfully did not produce certain documents in response to the Court’s order, explaining that it was seeking a “friendly” contempt order so that SawStop could appeal the Court’s discovery rulings. Specifically, SawStop acknowledged that it did not produce documents created or received after approximately 2011 that were responsive to the following requests by Defendants:

1. Request for Production No. 5 (requesting documents referencing false activations of AIMT incorporated into SawStop’s commercially available saws);³
2. Request for Production No. 6 (requesting documents showing SawStop’s annual sales figures and other financial information relating to AIMT-equipped saws);
3. Request for Production No. 7 (requesting documents showing SawStop’s annual sales figures and other financial information relating to brake cartridges); and
4. Request for Production No. 8 (requesting documents evidencing or relating to complaints or dissatisfaction with SawStop’s AIMT-equipped saws).

See Dkt. 32.

DISCUSSION

A. Standards for Civil Contempt

³ As explained by SawStop during the evidentiary hearing held on January 21, 2014, a “false activation” is an activation of the active injury mitigation technology caused by something other than contact with human flesh. Dkt. 50 (transcript from hearing).

The court has the inherent power to enforce compliance with its lawful orders. *Shillitani v. United States*, 384 U.S. 364, 370 (1966). The court is also empowered to enforce compliance with its orders pursuant to 18 U.S.C. § 401(3) (“A court of the United States shall have power to punish by fine or imprisonment, or both, at its discretion, such contempt of its authority, and none other, as . . . [d]isobedience or resistance to its lawful writ, process, order, rule, decree, or command.”). See *Britton v. Co-op Banking Grp.*, 916 F.2d 1405, 1409 n. 4 (9th Cir. 1990) (finding civil contempt encompassed within 18 U.S.C. § 401); see generally *Nilva v. United States*, 352 U.S. 385, 392-96 (1957) (holding that failure of corporation to produce records in its control when requested by subpoena constitutes criminal contempt); see also Fed. R. Civ. P. 45(e).

In a civil contempt action, “[t]he moving party has the burden of showing by clear and convincing evidence that the contemnors violated a specific and definite order of the court. The burden then shifts to the contemnors to demonstrate why they were unable to comply.” *Fed. Trade Comm’n v. Affordable Media, LLC*, 179 F.3d 1228, 1239 (9th Cir. 1999) (quoting *Stone v. City and Cnty. of S. F.*, 968 F.2d 850, 856 n. 9 (9th Cir. 1992)).

B. Findings of Fact

1. After providing all interested parties (Plaintiff, Defendants, and the Subpoenaed Entities) with a full and fair opportunity to be heard on Defendants’ motion to compel, both in writing and in oral argument, the court issued its written Opinion and Order (“Order”) dated August 12, 2013. Dkt. 32. In that Order, the court stated:

Defendants’ Motions to Compel (*Thull* Dkt. 1; *Santillan* Dkt. 1) are GRANTED in part AND DENIED in part as follows: SawStop’s objections to *Thull* Requests 1, 6-8, 21, 23, 28, and 30 and *Santillan* Requests 6 and 15 are OVERRULED; SawStop’s objections to *Thull* Requests 5, 16-20, 24, and 26 are OVERRULED in part and SUSTAINED in part, and the requests are modified as described in this Opinion and

Order; and SawStop's objections to *Thull* Requests 9-15 and *Santillan* Requests 7-12 are SUSTAINED. In addition, SawStop's Motion for Discovery Sanctions (*Thull* Dkt. 8, at 21-23) is DENIED, and SawStop's Motion for Costs of Compliance (*Thull* Dkt. 8, at 21-23) is DENIED without prejudice. Not later than August 30, 2013, the parties shall confer and submit either a joint proposed protective order or separate briefing, not to exceed five pages, explaining why the protective order previously entered in *Santella* needs to be substantively modified.

Order (Dkt. 32), at 23.

2. On October 21, 2013, the Court signed a protective order in this matter. Dkt. 35.

That protective order triggered SawStop's obligation to produce the responsive documents ordered by the Court.

3. On January 21, 2014, the Court held an oral argument and evidentiary hearing on Defendants' motion for civil contempt. Dkts. 49 and 50. During that hearing, the Subpoenaed Entities admitted that they had not produced documents responsive to Defendants' subpoenas, which the Subpoenaed Entities were required to produce. These documents include, at least, documents responsive to Defendants' Requests for Production Nos. 5, 6, 7, and 8. At the hearing, the Subpoenaed entities failed to demonstrate that they were unable to comply with this Court's Order that these documents be produced. In fact, the Subpoenaed Entities candidly admitted that they did not produce these documents because they wanted to obtain a "friendly" order of civil contempt so that they could appeal the Court's underlying discovery rulings. The Subpoenaed Entities suggested a conditional fine in the amount of \$1,000.

4. Defendants, as the parties moving for a citation of civil contempt against the Subpoenaed Entities, have shown by clear and convincing evidence that contemnors (the Subpoenaed Entities) violated a specific and definite order of the Court, namely the Court's Order dated August 12, 2013 (Dkt. 32).

C. Conclusions of Law

1. The failure to produce documents or other information in response to a court order can constitute contemptuous conduct. *Fed. Trade Comm'n v. Productive Mktg., Inc.*, 136 F. Supp. 2d 1096, 1010-11 (C.D. Cal. 2001); *see also* 18 U.S.C. § 401.

2. The Subpoenaed Entities have not substantially complied with the Court's Order dated August 12, 2013 (Dkt. 32).

3. The Subpoenaed Entities have willfully disregarded their obligations under the Court's Order dated August 12, 2013 (Dkt. 32).

4. Compulsory sanctions, otherwise known as civil sanctions, are intended to coerce a contemnor into compliance with a Court's order. *Productive Mktg., Inc.*, 136 F. Supp. 2d at 1112 (citing *United States v. Ayres*, 166 F.3d 991, 997 (9th Cir. 1999)).

5. Civil sanctions are appropriate when the "contemnor is able to purge the contempt by his own affirmative act and 'carries the keys of the prison in his own pocket.'" *Id.* (quoting *Ayres*, 166 F.3d at 997).

6. Conditional fines are appropriate civil sanctions when imposed to coerce compliance. *Id.*

7. Courts have wide discretion to determine what compensatory contempt fine should be imposed. *United States v. Asay*, 614 F.2d 655, 660 (9th Cir. 1980) (citing *United States v. United Mine Workers*, 330 U.S. 258, 304 (1947)). Where compensation is intended, any contempt fine payable to the complainant must "be based upon evidence of complainant's actual loss." *United Mine Workers*, 330 U.S. at 304.

8. Where the purpose of an order of civil contempt is to make the contemnor comply, the court "must then consider the character and magnitude of the harm threatened by

continued contumacy, and the probable effectiveness of any suggested sanction in bringing about the result desired.” *Id.* at 304 (footnote omitted).

D. Order of Civil Contempt and Sanctions

The Court hereby GRANTS Defendants’ Motion for Contempt Order for Failure to Comply with Court Order (Dkt. 39) and finds SawStop, LLC; SD3, LLC, and Stephen F. Gass, Ph.D. each to be in contempt of court for failing to comply with this Court’s Order dated August 12, 2013 (Dkt. 32). The Court issued a lawful and valid Order on that date directing the Subpoenaed Entities to produce responsive documents to counsel for Defendants. The Subpoenaed Entities did not do so and have not shown good cause or any other valid excuse for their failure to comply with this Court’s Order. Accordingly, the Court concludes that each of the three Subpoenaed Entities are in contempt of court for their failure to provide documents as required in the Court’s Order dated August 12, 2013 (Dkt. 32). Coercive sanctions are necessary to obtain compliance. Civil contempt sanctions are thus ordered against the Subpoenaed Entities as follows:

1. As of the date of entry of this order, the Court imposes a conditional fine of \$1,000 (the amount suggested by the Subpoenaed Entities), unless the Subpoenaed Entities purge themselves of contempt by producing the documents directed in the Court’s Order dated August 12, 2013 (Dkt. 32), not later than 5:00 p.m. Pacific time on Monday, February 10, 2014. If the Subpoenaed Entities produce the required documents by that date and time, then this conditional fine need not be paid. The Court concludes that the amount of the conditional civil contempt sanction stated above is fair and appropriate, especially because the Subpoenaed Entities can avoid the imposition of any conditional sanction merely by providing in a timely

fashion the documents directed in the Court's Order dated August 12, 2013 (Dkt. 32). No punitive sanctions are being awarded at this time.

2. In addition, the Court, exercising its equitable powers in this matter, further orders as follows:

a. Until the Subpoenaed Entities have purged themselves of this civil contempt by producing to Defendants the documents directed to be provided by the Court's Order of August 12, 2013 (Dkt. 32), none of the Subpoenaed Entities, including Dr. Gass, may provide any declaration, affidavit, deposition testimony, or trial testimony in either the Underlying Action or in any similar action related to the Subpoenaed Entities' active injury mitigation technology. It is the opinion of this Court that the documents that are the subject of this civil contempt order are reasonably necessary for a comprehensive and fair cross-examination of Dr. Gass by Defendants in the Underlying Action and by the defendants in any similar lawsuits and that the Subpoenaed Entities should not benefit by their willful refusal to provide this needed—and court-ordered—discovery.

b. The Court recognizes, however, that the additional equitable coercive relief extended by paragraph 2(a) above may work a hardship on the Plaintiff in the Underlying Action and on any plaintiffs in any similar lawsuits where Dr. Gass's expertise may be relevant. Thus, if any presiding trial court judge in the Underlying Action or any similar lawsuit affected by this order believes it appropriate for this civil contempt order to be modified in any way, then:

i. if, and to the extent that, any such presiding trial court judge has the legal authority to modify this civil contempt order as it may apply in the case pending before that judge, such judge may do so; and

ii. if any such presiding trial court judge does not have (or does not believe that he or she has) the legal authority to modify this civil contempt order as it may apply in any case pending before that judge, then, upon request from any such judge, this Court will consider making whatever modifications that judge may suggest or request that may be appropriate.

c. Defendants are directed to provide a copy of this Opinion and Order of Civil Contempt to the presiding judge in the Underlying Action.

CONCLUSION

Defendants' Motion for Contempt Order for Failure to Comply with Court Order (Dkt. 39) is GRANTED.

IT IS SO ORDERED.

DATED this 3rd day of February, 2014.

/s/ Michael H. Simon
Michael H. Simon
United States District Judge

EXHIBIT 4

STOLLINGS v. RYOBI

GASS TESTIMONY

7/26/12 A.M.

1 mandate, and you've testified that you're not aware of any
2 such technology that wouldn't infringe your patents, isn't
3 that correct?

4 A. Well, I'm not aware of any that's actually been produced,
5 no. But I've seen quite a number of patent applications from
6 PTI and Bosch and others that potentially could be implemented
7 to meet such a standard without infringing any of our patents.

8 Q. So, you think it's possible that somebody could come along
9 and do what your performance standard is requiring without
10 infringing your patents?

11 A. Well, there's kind of multiple pieces to that. It's not
12 my performance standard. But what I would suggest a
13 performance standard should be, yes, I think that there are
14 other patents that have been filed both before and after our
15 patent application was initially filed, anyway, that
16 potentially could meet such a standard -- could protect the
17 user sufficiently without infringing our patents.

18 Q. And it's your hope that they can't do that without
19 infringing your patents, isn't that right?

20 A. It's my hope that they can't do it in any practical way, I
21 would probably clarify, yeah. I would like the industry to
22 adopt the technology that I've developed, and I'd like to get
23 a royalty for that. I think that would be great. I don't
24 deny that in any way. And so I hope that's the way it plays
25 out. I hope I've got the best technology.

1 But it may well be that I don't. It may well be that
2 PTI is able to develop some alternative of their own that
3 overwhelms my technology in terms of performance or cost; and
4 if so, I'm out of luck.

5 Q. You don't really want any competition, do you?

6 A. I'm in business, and I sell saws. So, in some abstract
7 sense, would I like all of my competitors to go away? Of
8 course. Anybody in business would like to not have any
9 competitors.

10 But I'd like the bank to deliver me a million dollars
11 a day, but that's not going to happen. I have to deal with
12 reality that those competitors are going to be there. And,
13 you know, I -- there's not going to be anything I can do, nor
14 would I, because it wouldn't be proper to eliminate that.

15 I can only patent and get protection for what we've
16 invented and protect that for the benefit of the company, and
17 then other people can do the same.

18 THE COURT: Mr. Bell, how much longer do you have on
19 this particular line?

20 MR. BELL: I'm going to be a while, your Honor. As
21 I've told you, I've got a lot to cover here.

22 THE COURT: Okay. Do you think this -- I'm just
23 wondering what would be a good breaking point.

24 MR. BELL: This would be a fine point. I mean, we're
25 going to be here for a while with Mr. Gass.

1 THE COURT: That's fine. I just didn't want to cut
2 you off in the middle of a topic that you were on.

3 MR. BELL: No, no.

4 THE COURT: Okay. So, why don't we adjourn for the
5 day.

6 Ladies and gentlemen, please don't discuss --
7 continue not to discuss any of the issues in the case, any of
8 the witnesses, any observations about any of the evidence,
9 whether it's testimony or exhibits, nothing about the case.
10 Please don't discuss it with anybody, your fellow jurors or
11 anybody else.

12 Please don't communicate about this case or reference
13 your status as a juror or your service as a juror on any
14 social media of any kind.

15 Please don't do any research. And that includes
16 research into books, research on the Internet, or looking at
17 tools that you might come across either in your home or
18 elsewhere.

19 And please continue to keep an open mind about this
20 case. We've heard three days of testimony. There are more
21 days to come. And please keep an open mind. Because we have
22 to hear the testimony. We have to hear the closing arguments
23 from the lawyers. And you at that point get to here the --
24 have the benefit of hearing the views of your fellow jurors.

25 Tomorrow, I don't have a motion or a status call, so

Exhibit A

67216

Federal Register / Vol. 68, No. 230 / Monday, December 1, 2003 / Notices

Act on September 13, 2000 (65 FR 55283).

The last notification was filed with the Department on August 8, 2003. A notice was published in the **Federal Register** pursuant to section 6(b) of the Act on August 29, 2003 (68 FR 52055).

Dorothy B. Fountain,

Deputy Director of Operations, Antitrust Division.

[FR Doc. 03-29833 Filed 11-28-03; 8:45 am]

BILLING CODE 4410-11-M

DEPARTMENT OF JUSTICE

Antitrust Division

Notice Pursuant to the National Cooperative Research and Production Act of 1993—Nano-Engineered Thermal Interfaces Enabling Next Generation Microelectronics

Notice is hereby given that, on October 2, 2003, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (“the Act”), Nano-Engineered Thermal Interfaces Enabling Next Generation Microelectronics has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act’s provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to Section 6(b) of the Act, the identities of the parties are General Electric Global Research, Niskayuna, NY; Superior MicroPowders, LLC, Albuquerque, New Mexico; and The Research Foundation of SUNY at Binghamton, Binghamton, NY. The nature and objectives of the venture are to develop and demonstrate nano-engineered thermal interfaces materials enabling next generation microelectronics.

Dorothy B. Fountain,

Deputy Director of Operations, Antitrust Division.

[FR Doc. 03-29762 Filed 11-28-03; 8:45 am]

BILLING CODE 4410-11-M

DEPARTMENT OF JUSTICE

Antitrust Division

Notice Pursuant to the National Cooperative Research and Production Act of 1993 Power Tool Institute Joint Venture Project

Notice is hereby given that, on October 23, 2003, pursuant to section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (“the Act”), the Power Tool Institute Joint Venture Project has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act’s provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to section 6(b) of the Act, the identities of the parties are The Black & Decker Corp., Towson, MD; Hitachi Koki, U.S.A., Ltd., Norcross, GA, a subsidiary of Hitachi Koki Company Ltd., Tokyo, Japan; Pentair Tools Group, Jackson, TN, a subsidiary of Pentair Corporation, Golden Valley, MN; Robert Bosch Tool Corporation, Mount Prospect, IL, an affiliated entity of Robert Bosch GMBH, Gerlingen, Germany and Scintilla AG, Solothurn, Switzerland; and Ryobi Technologies, Inc., Anderson, SC and One World Technologies, Inc., Anderson, SC, both subsidiaries of Techtronics Inc., Tsuen Wan, Hong Kong, China. The nature and objectives of the venture are the research and development of technology for power saw blade contact injury avoidance, including skin sensing systems, blade braking systems, and/or blade guarding systems. The participants intend to share confidential information and intellectual property rights in order to achieve the goals of the joint venture. The participants intend to share intellectual property that is contributed, and any intellectual property or technology that is developed through the joint venture, among themselves and the Power Tool Institute. Any royalties generated by the licensing of any technology or intellectual property created through the joint venture will be shared among the joint venture participants and the Power Tool Institute pursuant to the terms of the joint venture agreement and the accompanying confidentiality agreements. The technology or intellectual property created through the joint venture will be available to the

public for a licensing fee, which will be non-discriminatory and determined in accordance with the costs to develop the intellectual property to be licensed.

Dorothy B. Fountain,

Deputy Director of Operations, Antitrust Division.

[FR Doc. 03-29834 Filed 11-28-03; 8:45 am]

BILLING CODE 4410-11-M

DEPARTMENT OF JUSTICE

Antitrust Division

Notice Pursuant to the National Cooperative Research and Production Act of 1993—Roll to Roll Processing To Enable the Organic Electronic Revolution

Notice is hereby given that, on October 16, 2003, pursuant to section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (“the Act”), Roll to Roll Processing to Enable the Organic Electronic Revolution has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act’s provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to section 6(b) of the Act, the identities of the parties are GE Global Research, Niskayuna, NY; and Energy Conversion Devices, Inc., Rochester Hills, MI. The nature and objectives of the venture are to develop and demonstrate roll to roll processing to enable the organic electronics industry by providing highly functional devices at low cost and high volume.

Dorothy B. Fountain,

Deputy Director of Operations, Antitrust Division.

[FR Doc. 03-29832 Filed 11-28-03; 8:45 am]

BILLING CODE 4410-11-M

DEPARTMENT OF LABOR

Mine Safety and Health Administration

Evaluation of International Electrotechnical Commission’s (IEC) Standards for Intrinsic Safety and Explosion-Proof Enclosures

AGENCY: Mine Safety and Health Administration (MSHA), Labor.

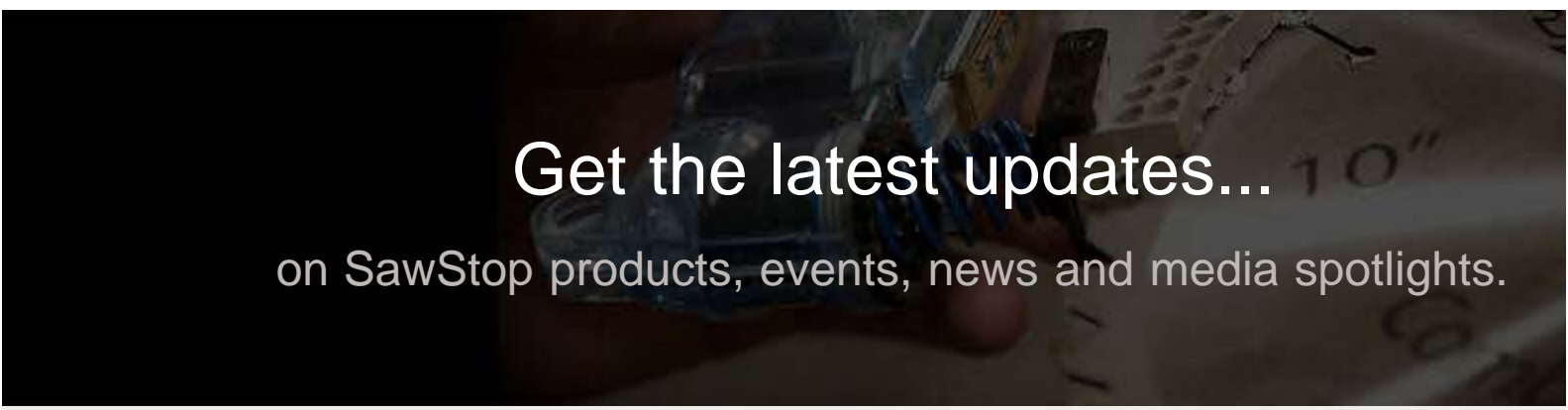
ACTION: Notice of intent to review international (IEC) standards for

Exhibit A



- TABLE SAWS ▾
- BY MODEL
- BY USE
- WHY SAWSTOP
- SUPPORT
- COMPANY
- WI

News



SawStop Ships 50,000 Saws

05.14.2014

Tualatin, OR - May 1, 2014 -

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SawStop, LLC, the leader in table saw safety, today announced the shipment of their 50,000th saw. Founded in Oregon in 1999, each SawStop saw stops the spinning blade on contact with skin. SawStop shipped its first table saw in August, 2004. Since then, SawStop has become the #1 cabinet saw in North America.

“Our rapid growth and continued popularity is largely thanks to our saw owners,” said Vice President of Marketing Matt Howard. “We continue to earn their loyalty and trust by keeping our promises.” Mr. Howard cited SawStop’s stellar reputation for product quality and customer care, coupled with thousands of documented finger saves by the patented SawStop safety system.

“When SawStop debuted nearly ten years ago, we knew this was the right saw line for our customers,” said Andrew Bondi, Woodcraft’s power tool sales manager. “When we sell a SawStop, we provide those woodworkers with the most technologically advanced product on the market AND pound for pound the best table saw that money can buy.”

Today, SawStop management and employees remain dedicated to reducing user risk. Mr. Howard added: “After shipping our 50,000th saw, the epidemic of table saw injuries on unsafe saws persists. Our mission hasn’t changed.”

[About SawStop Table Saws:](#)

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- Press Releases**
- News Articles

Social Activity

SawStop is on the road in June you'll find us @: American Society of Woodworkers
[Read More](#)

Did you know every SawStop saw has been honored with national awards? So far...
[Read More](#)

SawStop is the leader in table saw safety. SawStop saws are available from over 400 resellers in seven countries. The company's saws are designed to minimize saw-related injuries and the costs associated with them.

From all of us here at
SawStop, we wish you
and happy Memorial
weekend...
[Read More](#)

Media Contact:

Matt Howard, VP of Marketing

matt@sawstop.com | 503-682-2633

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

SD3, LLC, <u>et al.</u> ,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. 1:14-cv-191
)	
BLACK & DECKER (U.S.), INC.,)	
<u>et al.</u> ,)	
)	
Defendants.)	
)	

MEMORANDUM OPINION

THIS MATTER comes before the Court on the Motions to Dismiss Plaintiffs' Amended Complaint.

Plaintiff SD3, LLC is an Oregon limited liability company with its principal place of business in Tualatin, Oregon. Plaintiff SawStop, LLC is also an Oregon limited liability company with its principal place of business in Tualatin, Oregon. SD3 and SawStop ("Plaintiffs") are connected; SD3 is SawStop's parent company. Plaintiffs bring suit against the Defendants: Stanley Black & Decker, Inc., Black & Decker Corp., Black & Decker (U.S.), Inc., Robert Bosch GmbH, Robert Bosch Tool Corporation, Techtronic Industries Co., Ltd., Techtronic Industries North America, Inc., Milwaukee Electric Tool Corp., Ryobi, One World Technologies Inc., OWT Industries, Inc.,

Emerson Electric Company, Hitachi Koki Co., Ltd., Hitachi Koki USA Ltd., Makita Corporation, Makita USA, Inc., Pentair, Inc., Pentair Water Group, Inc., Chang Type Industrial Co., Ltd., Delta Power Equipment Corp., and alleged co-conspirators Power Tool Institute ("PTI") and Underwriters Laboratories, Inc. ("UL").

Plaintiffs' Amended Complaint alleges the following: (I) Violation of Section 1 of the Sherman Antitrust Act ("Sherman Act"), 15 U.S.C. § 1, through a group boycott of Plaintiffs' "SawStop" technology; (II) A second Sherman Act Section 1 violation for conspiring via the PTI and UL to corrupt UL table-saw standards to prevent the Plaintiffs' technology from becoming an industry standard; (III) (against all Defendants except Defendant Emerson) A third Sherman Act Section 1 violation through the corruption of safety standards for table saw blade guards so as to implement a design standard rather than a performance standard; (IV) Violation of Ohio Rev. Code § 1331.04 through the group boycott alleged in Count I; (V) Violation of 740 Ill. Comp. Stat. 10/3 through the "standards conspiracy" alleged in Count II; and (VI) (against all Defendants except Defendant Emerson) Violation of 740 Ill. Comp. Stat. 10/3 through the corruption of industry standards at issue in Count III.

Plaintiffs allege that the Defendants engaged in a "group boycott" of Plaintiffs' table saw safety technology by agreeing to collectively refuse Plaintiffs' offers to license or implement their "Active Injury Mitigation Technology" ("AIMT"), and that Defendants corrupted relevant industry standards to prevent the industry-wide adoption of Plaintiffs' technology.

Plaintiffs allege that in 2000 Dr. Stephen F. Gass approached some of the Defendants to inquire if they would license Plaintiffs' AIMT. The AIMT, or "SawStop" technology, is alleged to significantly reduce the risk of table-saw accidents. Plaintiffs further allege that, beginning in October 2001, some Defendants agreed to boycott "SawStop" out of a concern that if any Defendant adopted Plaintiffs' technology then any non-adopting Defendant could be subjected to greater product-liability exposure for ignoring a commercially-viable safety technology. They also allege that these Defendants and other members of the PTI discussed developing something like the "SawStop" technology - which would give them comparable safety technology without having to pay Dr. Gass a royalty fee. PTI members then allegedly agreed not to license "SawStop" technology or otherwise implement AIMT within a certain period of months following the October 2001 PTI meeting.

Plaintiffs' Amended Complaint also alleges that three of the alleged conspirators, Defendants Black & Decker, Emerson

Electric Company ("Emerson"), and Ryobi, engaged in licensing negotiations with Dr. Gass for months after the alleged conspiracy began. Ryobi signed a "non-exclusive" license agreement and sent it to Plaintiffs in January 2002, but Dr. Gass refused to sign it because of what he described as "minor" issues. Plaintiffs allege that Emerson negotiated with Plaintiffs between 2000 and January 2002 and then cut off negotiations for pretextual reasons. Plaintiffs also allege that Black & Decker negotiated with them for more than two years, and in April 2002 offered a license agreement with a 1% royalty payment. The Plaintiffs thought this unserious, seeking instead an 8% royalty payment.

Plaintiffs allege that after they were unsuccessful in convincing any Defendant to license the technology on their terms, Dr. Gass proposed a safety-standard revision to UL, which provides safety-related certification for table saws. His December 31, 2002 proposed revision would have mandated "SawStop" technology for all table saws. The revision was addressed by UL's Standards Technical Panel ("STP") 745, containing certain Defendants, in February 2003. Plaintiffs allege that due to an agreement among Defendants to vote as a bloc, STP 745 rejected Plaintiffs' proposal on February 11, 2003.

A short time after the STP 745 rejection, Defendant Emerson stopped manufacturing table saws, and some industry members - Defendants Black & Decker, Hitachi USA, Pentair, Robert Bosch GmbH, One World Technologies, and Techtronic Industries - sought to develop alternative safety technology not subject to Plaintiffs' patents. Plaintiffs allege that this served as a veneer to fend off "SawStop's" implementation by the U.S. Consumer Products Safety Commission through which the Plaintiffs also sought to effectively mandate their technology throughout the table-saw industry. Plaintiffs allege that Defendants did work to make incremental improvements to table-saw safety standards over the ensuing years, and UL did amend its safety standards both in 2005 and 2007 to include improved safety features designed to reduce table-saw accidents. But, Plaintiffs allege that Defendants' efforts were intended to prevent "SawStop's" industry-wide imposition.

After failing to agree to a licensing deal with any Defendant and failing to mandate their technology within the industry, Plaintiffs began their ongoing competition with some Defendants in 2004, entering the market of manufacturing and selling AIMT-equipped table saws.

Section 1 of the Sherman Act prohibits concerted action to restrain trade through a "contract, combination in the form of trust or otherwise, or conspiracy," see 15 U.S.C. § 1, but does

not prohibit different market actors ultimately coming to the same conclusion on a particular issue, see Bell Atl. Corp. v. Twombly, 550 U.S. 544, 557 (2007). The latter behavior, "parallel conduct," even when "consciously undertaken, needs some setting suggesting the agreement necessary to make out a [Sherman] § 1 claim; without that further circumstance pointing toward a meeting of the minds, an account of a defendant's commercial efforts stays in neutral territory." See id. Moreover, a conspiracy to refuse to deal must indeed be concerted as businesses generally may refuse to deal with whomever they want. See Monsanto Co. v. Spray-Rite Serv. Corp., 465 U.S. 752, 761 (1984).

To survive Defendants' Motions to Dismiss, Plaintiffs' "allegations must produce an inference of liability strong enough to nudge the [Plaintiffs'] claims across the line from conceivable to plausible." Nemet Chevrolet, Ltd. v. Consumeraffairs.com, Inc., 591 F.3d 250, 256 (4th Cir. 2009) (internal quotations and citations omitted). Accordingly, an alleged antitrust conspiracy is not established simply by lumping "the defendants" altogether. Such pleading instead "must allege that each individual defendant joined the conspiracy and played some role in it because, at the heart of an antitrust conspiracy is an agreement and a conscious decision by each defendant to join it." In re Elec. Carbon Prods.

Antitrust Litig., 333 F. Supp. 2d 303, 311-12 (D.N.J. 2004) (citing Jung v. Assoc. of Am. Med. Colls., 300 F. Supp. 2d 119, 163-64 (D.D.C. 2004) (internal quotation marks omitted)). A conspiracy must be alleged by either direct or circumstantial evidence “‘that tends to exclude the possibility’ that the alleged conspirators acted independently.” Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 588 (1986) (quoting Monsanto, 465 U.S. at 764). Finally, while the Plaintiffs receive all inferences drawn in their favor on these Motions to Dismiss, they do not receive the benefit of “unwarranted inferences, unreasonable conclusions, or arguments,” see Glassman v. Arlington County, 628 F.3d 140, 146 (4th Cir. 2010) (internal quotation marks and citation omitted), nor allegations based on portions of a document in conflict with its full contents that the Court can take notice of, see Twombly, 550 U.S. at 569 n.13.

As both state laws alleged are construed in light of the Sherman Act, and the Sherman Act provides the basis for the federal claims here, the Court’s analysis will center on the Sherman Act allegations. See 70 Ill. Comp. Stat. 10/11 (“[T]he courts of this State shall use the construction of the federal law by the federal courts as a guide in construing this Act.”); see also Richter Concrete Corp. v. Hilltop Basic Resources, Inc., 547 F. Supp. 893, 920 (S.D. Ohio 1981), aff'd, 691 F.2d

818 (6th Cir. 1982) (plaintiff's failure to prove its claims under the Sherman Act was a failure to prove its claim under Ohio's Valentine Act). Accordingly, Plaintiffs' state law claims hinge on the fate of their Sherman Act claims.

Turning to the Amended Complaint, Plaintiffs' conspiracy allegations are belied by their negotiating history with varying Defendants. Plaintiffs allege that they negotiated with Defendants Emerson, Ryobi, and Black & Decker, respectively, well after the alleged group boycott began in October 2001. Such history fails to show an agreement to restrain trade. See Greater Rockford Energy & Tech. Corp. v. Shell Oil Co., 998 F.2d 391, 396 (7th Cir. 1993) ("Plaintiffs have failed to show a § 1 violation Indeed, the conspiracy claim is belied by the fact that four of the eight defendants . . . sold alcohol-blended gasoline during the time of the alleged conspiracy to restrain trade in gasohol.").

The Ryobi negotiations in particular highlight the contradictions within Plaintiffs' Amended Complaint. The Amended Complaint admits that Ryobi signed an agreement with Plaintiffs and sent it to Plaintiffs for signature on January 18, 2002. The agreement called for a 3% royalty that would rise to 5% or 8% - the latter percentage being exactly what Plaintiffs were bargaining for - depending upon the technology's profitability, and still allowed the Plaintiffs to license the

technology to other companies. This occurred within the time that the Amended Complaint alleges that Ryobi was a part of a conspiracy to refuse to deal with the Plaintiffs regarding the very same technology. These events cannot plausibly be characterized as a refusal to deal.

The deficiency within Plaintiffs' group boycott allegations extend to their negotiating history with Black & Decker and Emerson as well. Black & Decker proposed a licensing agreement to Plaintiffs sometime within April and June of 2002 according to the Amended Complaint - six to eight months after the alleged conspiracy formed. Plaintiffs contend that Black & Decker's 1% royalty payment offer was disingenuous, but even extending Plaintiffs the favorable inference that it was does not sufficiently infer conspiratorial conduct. According to Plaintiffs, the alleged conspiracy was a refusal to deal regarding the licensing of Plaintiffs' "SawStop" technology - even a disingenuous offer would contradict the plead conspiracy. Regarding Emerson, it negotiated with Plaintiffs throughout 2000 and 2001 and sent a draft licensing agreement to Plaintiffs around September 2001. These negotiations continued into January 2002, three months after the alleged conspiracy began. Plaintiffs make no allegation that Emerson rescinded its offer.

Plaintiffs also allege negotiations with another Defendant, "Bosch," but their negotiations ceased in September 2001 - the

month before the alleged conspiracy began. What is more, Plaintiffs acknowledge that these negotiations resumed several years later. The sequence of all of these events undermines the Plaintiffs' group boycott allegations.

As to the other Defendants, including Hitachi Koki USA, Makita, Milwaukee Electric Tool, One World Technologies, and Techtronic Industries North America, there are no negotiation allegations - let alone allegations as to each Defendant's refusal to deal. Rather, these Defendants are grouped with the others' purported boycott beginning in October 2001. Yet the failure to allege sufficient evidence "that tends to exclude the possibility that the alleged conspirators acted independently," Matsushita, 475 U.S. at 588 (quotations and citations omitted), results in Plaintiffs' conspiracy allegations failing to cross the line from possible to plausible.

Plaintiffs' conspiracy allegations rely on the February 2010 trial testimony from David Peot, a retired engineer for Defendant Ryobi Technologies, who, they allege, revealed the plead conspiracy during the course of a product liability trial. The trial transcript in the case, Osorio v. One World Techs. Inc., Case No. 06-cv-10725 (D. Mass. 2010) is publicly available and cited to in the Amended Complaint.

Mr. Peot was testifying about an October 2001 email describing PTI's interest in developing competitive safety

devices. That interest manifested in the joint venture discussed supra in 2003. Plaintiffs' Amended Complaint cites a portion of Mr. Peot's testimony where he agrees that a reason for the alleged conspiracy was that "if one manufacturer adopted SawStop and the other manufacturers didn't that they would be subject to potential liability for not adopting something that was shown to be feasible because one manufacturer put it out on the market[.]" The Plaintiffs also cite Mr. Peot confirming that the Defendants sought to develop alternative safety technology so as to avoid paying Dr. Gass a royalty fee.

The inferences Plaintiffs desire from these quotations do not bring their allegations from the possible to the plausible because they conflict with the full quotations from Mr. Peot's testimony, which the Court may take notice of. See Twombly, 550 U.S. at 569 n.13 (finding that "the District Court was entitled to take notice of the full contents of the published articles referenced in the complaint, from which the truncated quotations were drawn.") (citing Fed. R. Evid. 201). The full testimony reveals Mr. Peot disputing the suggestion that the Defendants would not use the technology developed by Dr. Gass, and explaining that the joint venture's purpose was "to use whatever technology we felt would best prevent table saw accidents. There were no limitations that [Mr. Peot] can remember one way or the other." Even the concern over product liability exposure

is revealed in context to be a desire of some individual suppliers to explore alternatives before adopting untested technology with an unknown demand. Plaintiffs' pleading thus fails to explain why the failure of some Defendants to reach a licensing agreement with them is not simply the natural, unilateral reaction to a technology with uncertain commercial viability and safety, and thus does not sufficiently allege a concerted refusal to deal. See Twombly, 550 U.S. at 546; id. at 554 (conduct is not unlawful if "in line with a wide swath of rational and competitive business strategy unilaterally prompted by common perceptions of the market.").

In addition to failing to establish a naked boycott organized for a concerted refusal to deal, Plaintiffs cannot establish harm to competition through the Defendants' alleged conspiracy. See Nw. Wholesale Stationers, Inc. v. Pac. Stationary & Printing Co., 472 U.S. 284, 293-95 (1985) (noting the circumstances in which a group boycott is per se unlawful and thus does not require a separate showing of competitive harm, and excluding the scenario where the boycott is justified by "enhanc[ing] overall efficiency and mak[ing] markets more competitive."). Plaintiffs allege that if "SawStop" became commercially available, then consumers would point to its viability as evidence that other products were inherently unsafe because they lacked the technology; exposing the non-adopting

Defendants to catastrophic product liability. Yet, Plaintiffs state that they entered the table-saw marketplace approximately ten years ago, sold their technology, and have proven its commercial viability. Plaintiffs further concede that Defendants did not subsequently hasten to adopt the technology to avoid the anticipated catastrophic liability exposure. Defendants' purported motivation for the alleged conspiracy is non-existent. Accordingly, the Court finds that the Plaintiffs fail to sufficiently plead facts to establish an agreement to restrain trade in Count I and Count IV.

In Counts II, III, V, and VI of the Amended Complaint, Plaintiffs allege economic injury due to Defendants' alleged "standards conspiracy" by which UL amended its table-saw standard in 2005 and 2007 to make safety improvements, but did not mandate the use of Plaintiffs' patented AIMT technology. Plaintiffs contend that the amendments increased the minimum table-saw-safety standard by requiring an anti-kickback device and a new blade guard. Plaintiffs consider these "incremental improvements" to table-saw safety, but contend that UL should have implemented a standard requiring their AIMT technology. They allege that this did not happen because the UL panel considering safety amendments was under the firm control of the Defendants and they accordingly corrupted the process to prevent the adoption of "SawStop" technology.

The "standards conspiracy" allegations are insufficiently plead and do not allege competitive harm. At the outset, Plaintiffs allege that only Defendants Black & Decker, Emerson, Makita, Bosch, and Ryobi had representatives on the relevant standards-setting committee - there are no allegations that Hitachi Koki, Milwaukee Electric Tool, One World Technologies, or Techtronic Industries North America had any involvement other than being PTI members. Nevertheless, Plaintiff lumps their allegations together against the Defendants, failing to state sufficient facts as to each defendant joining the conspiracy and their role within it. See Total Benefits Planning Agency, Inc. v. Anthem Blue Cross and Blue Shield, 552 F.3d 430, 436 (6th Cir. 2008) ("[A]lleging misconduct against defendants without specifics as to the role each played in the alleged conspiracy" insufficiently alleges an antitrust conspiracy). Even so, neither mere participation in a standards-setting body nor mere membership in a trade association is sufficient to state an antitrust conspiracy claim. See Moore v. Boating Indus. Ass'n, 819 F.2d 693, 712 (7th Cir. 1987) ("There must, instead, be some evidence of actual knowledge of, and participation in, an illegal scheme in order to establish an antitrust violation") (internal quotation marks and citation omitted). Here, UL did not exclude "SawStop" technology from the market in any way; it merely declined to impose it upon the market. As that is the

most that is alleged against those who merely participated in PTI, the Court finds that Counts II, III, V, and VI fail to state a claim against those Defendants.

Despite Plaintiffs contrary contentions, the "standards conspiracy" as to the remaining Defendants is not per se unlawful and must include a showing of competitive harm, see Consol. Metal Prods., Inc. v. Am. Petroleum Inst., 846 F.2d 284, 291-92 (5th Cir. 1988), which Plaintiffs fail to make. See also Dickson v. Microsoft Corp., 309 F.3d 193, 206 (4th Cir. 2002) (competitive harm "must harm the competitive process and thereby harm consumers") (emphasis in original; citation omitted). Plaintiffs' allegations of competitive harm ultimately amount to lost sales and profits from UL failing to mandate its safety technology upon the market. This is insufficient in at least two respects: One, "lost sales" do not amount to competitive harm because AIMT-product users were not "in some way constrained from buying [Plaintiffs'] products," see Consol. Metal Prods., 846 F.2d at 292; and two, failing to mandate Plaintiffs' proposed safety standard does not thereby harm their market access, see ECOS Elec. Corp. v. Underwriters Laboratories, 743 F.2d 498, 502 (7th Cir. 1984) (approving a competitor's product that does not preclude plaintiff's product does not abuse standards-setting power unless "it is used to exclude competitors from a market by denying them the needed

stamp of approval"). The fact that UL safety standards permitted other safety technologies to compete with Plaintiffs' does not give rise to an antitrust violation.


Only two allegations within the Amended Complaint speak to Defendants' supposed corruption of the UL process. First, Plaintiffs allege that Defendants and the PTI trade association participated in and dominated the UL standards-setting process by voting against a proposal to require AIMT. Plaintiffs put forth no facts, however, alleging that Defendants' participation was either undisclosed or otherwise impermissible. In fact, Plaintiffs acknowledge that standards participants need not consider public interests over their own interests when considering UL standard changes. This says nothing of Plaintiffs' participation within the process and urging of the UL to act in their own interests by mandating AIMT throughout the table-saw industry.

Second, Plaintiffs allege that some Defendants created joint ventures for the purpose of developing new safety technologies which were then promoted to the UL. Again, an antitrust violation is not composed of merely advocating for an industry standard that accords with one's own economic interest.

Plaintiffs' allegations are colored by the reality that they sought to mandate their technology throughout the table-saw industry and reap the royalties of such widely-imposed

technology. Their pleading does not permit the inference "that the [Defendants] had agreed among themselves to do what was only natural anyway," which was to find a more economically-appealing alternative technology. See Twombly, 550 U.S. at 566. The Court finds that nothing about Defendants' standards-setting behavior supports an inference of a pre-existing agreement to boycott, and Plaintiffs' allegations in Counts II, III, V, and VI accordingly fail to state a claim.

An appropriate Order shall issue.


CLAUDE M. HILTON
UNITED STATES DISTRICT JUDGE

Alexandria, Virginia
July 15, 2014

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

SD3, LLC, <u>et al.</u> ,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. 1:14-cv-191
)	
BLACK & DECKER (U.S.), INC.,)	
<u>et al.</u> ,)	
)	
Defendants.)	
)	

ORDER

In accordance with the reasons stated in the accompanying
Memorandum Opinion, it is hereby

ORDERED that this case is DISMISSED.

/s/
Claude M. Hilton
United States District Judge

Alexandria, Virginia
July 15, 2014

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA**

SD3, LLC and SAWSTOP, LLC,)

Plaintiffs)

v.)

CIVIL ACTION NO.: 1:14-cv-00191

BLACK & DECKER (U.S.), INC., BLACK)

& DECKER CORP., CHANG TYPE)

INDUSTRIAL CO., LTD., DELTA POWER)

EQUIPMENT CORP., EMERSON)

ELECTRIC COMPANY, HITACHI KOKI)

CO., LTD., HITACHI KOKI USA LTD.,)

MAKITA CORP., MAKITA USA, INC.,)

MILWAUKEE ELECTRIC TOOL CORP.,)

ONE WORLD TECHNOLOGIES INC.,)

OWT INDUSTRIES, INC., PENTAIR, INC.,)

PENTAIR WATER GROUP, INC.,)

ROBERT BOSCH GMBH, ROBERT)

BOSCH TOOL CORP., RYOBI)

TECHNOLOGIES, INC., STANLEY)

BLACK & DECKER, INC., TECHTRONIC)

INDUSTRIES, CO., LTD., and)

TECHTRONIC INDUSTRIES NORTH)

AMERICA, INC.,)

Defendants.)

NOTICE OF APPEAL

Plaintiffs SD3, LLC and SawStop, LLC (“Plaintiffs”), by and through their counsel, hereby appeal to the United States Court of Appeals for the Fourth Circuit from the Court’s “Order” entered June 27, 2014 (No. 253) and “Order” entered July 15, 2014 (No. 260).

July 23, 2014

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 23rd day of July 2014, I will electronically file NOTICE OF APPEAL with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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