

NATIONAL LABOR RELATIONS BOARD

SUPPLY TECHNOLOGIES, LLC)	Case No.: 18-CA-19587
)	
Respondent,)	
)	
vs.)	
)	
TEAMSTERS LOCAL 120)	
)	
)	
Charging Party.)	
)	

RESPONDENT, SUPPLY TECHNOLOGIES, LLC's
MOTION TO REOPEN THE RECORD

I. INTRODUCTION

Pursuant to Section 102.48(b) and (d)¹ of the Rules and Regulations (“Rules”) of the National Labor Relations Board (the “NLRB”), Respondent Supply Technologies, LLC (the “Company”) respectfully requests that the record in the above-captioned case be reopened to adduce the following evidence:

1. On October 21, 2011, three alleged discriminatees in the above-captioned matter - Hlee Yang (“Yang”), Kham Seng Lee (“K. Lee”) and Charlie Lee (“C. Lee”) - requested mediation according to the terms of the Dispute Resolution Agreement (the “DRA”) each entered into with the Company at the time of their respective hires. (See, October 21, 2011 letter from Adrianna Shannon to Elizabeth A. Boris, attached hereto as Ex. A).
2. On December 28, 2011, the Company’s counsel received a letter from a Compliance Officer with NLRB Region 18 stating that the NLRB had been notified of the pending mediations pursuant to the DRA. (See,

¹ Rules Section 102.48(b) provides that “upon the timely filing of exceptions . . . the Board may . . . reopen the record and receive further evidence before a Member of the Board or other Board Agent or agency . . .” The Company filed Exceptions (“Exceptions”) and Brief in Support (“Brief”) in the above-captioned case on July 12, 2011 which are incorporated herein by reference. Additionally, to ensure compliance with the Rules, this Motion complies with the substantive provisions set forth in Rules Section 102.48(d).

December 28, 2011 letter from Roger Czaia to Patrick Hoban, attached hereto as Ex. B).²

3. On January 16, 2012, K. Lee and the Company engaged in mediation of K. Lee's disputes with the Company pursuant to the provisions of the DRA. The parties did not reach a mediated resolution on that date and, on February 8, 2012, K. Lee requested arbitration under the terms of the DRA. (See, February 8, 2012 letter from Adrianna Shannon to Elizabeth A. Boris, attached hereto as Ex. D).
4. On January 17, 2012, C. Lee and the Company engaged in mediation of C. Lee's disputes with the Company pursuant to the provisions of the DRA. The parties reached a mediated settlement agreement on that date and executed a term sheet. (See, January 17, 2012 Binding Mediated Settlement Agreement, attached hereto as Ex. E). On June 22, 2012, C. Lee executed a Mediated Settlement Agreement and General Release memorializing that resolution. (See, C. Lee Mediated Settlement Agreement, attached hereto as Ex. F).
5. On January 18, 2012, Yang and the Company engaged in mediation of Yang's disputes with the Company pursuant to the provisions of the DRA. On January 19, 2012, with the continued assistance of the mediator, the parties reached the resolution set forth in the Mediation Term Sheet dated January 18, 2012. (See, Mediation Term Sheet, attached hereto as Ex. G)³ On June 22, 2012, Yang executed a Mediated Settlement Agreement and General Release memorializing that resolution. (See, Yang Mediated Settlement Agreement, attached hereto as Ex. H).⁴

The evidence described above was not presented during the hearing before the NLRB administrative law judge ("ALJ") on February 10, 2011 because it only became available after the close of the hearing. If adduced and credited, the referenced evidence will require a result different than that reached by the ALJ in his May 31, 2011 decision ("ALJD").

² The Company authenticates Exhibit B cited herein through the affidavit of Patrick J. Hoban, attached hereto as Exhibit C.

³ The parties reached final terms on January 20, 2012 and each party executed the Mediation Term Sheet and sent an executed copy to the mediator who forwarded them to each party.

⁴ The Company authenticates Exhibit A and Exhibits D through H cited herein through the affidavit of Elizabeth Boris, attached hereto as Exhibit I.

II. RULE 102.48

Rule 102.48(b) provides that:

Upon the filing of timely and proper exceptions, and any cross-exceptions or answering briefs, as provided in section 102.46, the Board may decide the matter forthwith upon the record, or after oral argument, or may reopen the record and receive further evidence before a Member of the Board or other Board agent or agency, or may make other disposition of the case.

Rule 102.48(d)(1) provides, in relevant part, that:

A party to a proceeding before the Board may, because of extraordinary circumstances, move for reconsideration, rehearing, or reopening of the record after the Board decision or order. . . . A motion to reopen the record shall state briefly the additional evidence sought to be adduced, why it was not presented previously, and that, if adduced and credited, it would require a different result. Only newly discovered evidence, evidence which has become available only since the close of the hearing, or evidence which the Board believes should have been taken at the hearing will be taken at any further hearing.

See Alta Bates Summit Medical Center, 357 NLRB No. 31 (July 29, 2011) and *Labor Ready, Inc.*, 330 NLRB 1024 (2000).

III. DISCUSSION

During the hearing, the Company submitted and the ALJ accepted the DRA into evidence. (See, Brief at 9-10). Exhibits and testimony presented by Supply Technologies demonstrated that three of the alleged discriminatees – Yang, K. Lee and C. Lee – had signed and accepted the DRA’s terms at the time of their original employment in 2002, 2003 and 2004 respectively. The DRA’s terms are substantively identical to those of the Total Solutions Management dispute resolution program (“TSM”) at issue in this matter. (See, Brief at 3-4, 9-10). The ALJ determined that the TSM violated Section 8(a)(1), 29 U.S.C. § 158(a)(1), of the National Labor Relations Act, §§ 151-169 (the “Act”), because its terms could reasonably lead employees to conclude that it prohibited them from filing a charge with administrative agencies including the NLRB.

(See, ALJD at 10, lines 7-17).

During the hearing, the Company presented undisputed evidence that Yang, K. Lee and C. Lee each filed administrative charges while bound to resolve disputes through the DRA and that their acceptance of the DRA did nothing to interfere with their doing so. (See, Brief at 21). As the evidence demonstrated, prior to the implementation of the TSM and through the hearing, Yang, K. Lee and C. Lee were bound under the DRA to resolve their disputes with the Company according to its terms. Moreover, that obligation did not dissuade any of the three employees from filing administrative charges or participating in NLRB processes.⁵

During the hearing, the ALJ stated on the record that he was “troubled” by the DRA and, without any justification or legal support, contended that employees were not bound by its terms after they ceased working for the Company. (See, Brief at 21). The ALJ stated that he was “not persuaded at all” that the DRA’s terms still bound the Company and the subject employees. (See, Brief at 21). Based on his legally erroneous conclusions concerning the DRA, the ALJ made no mention of the DRA in his decision. Moreover, the ALJ failed to explain how employees could reasonably conclude that the TSM prohibited them from filing administrative charges when employees bound to the nearly identical DRA had filed such charges without interference from the Company. Only by wrongly understanding and disregarding the DRA did the ALJ determine that the TSM violated the Act.

The evidence proffered herein is further proof that Yang, K. Lee and C. Lee were bound by the DRA. Additionally, the proffered evidence demonstrates that Yang, K. Lee

⁵ Additionally, the employees’ obligations under the ADR in no way interfered with their participation in two NLRB-conducted certification elections in January 2009 and August 2010. (See, NLRB Case Nos.: 18-RC-17612 and 18-RC-17716).

and C. Lee recognized and asserted their rights under the DRA in accordance with its terms and still filed administrative charges without any interference from the Company. Moreover, Yang and C. Lee reached a mutually acceptable resolution of their dispute with the Company through the program and, by doing so, in no way inhibited or hindered the processing of claims they filed, or which were filed on their behalf with the EEOC or the NLRB. Although K. Lee and the Company did not reach a mediated settlement, K. Lee recognized and asserted his rights to mediate his claims and, in the absence of resolution, to invoke binding arbitration.

This evidence strikes at the heart of the ALJ's determination by demonstrating that the existing DRA program – the terms of which are nearly identical to the TSM – did not lead Yang, K. Lee or C. Lee to conclude that they were prohibited from filing charges with the EEOC or participating in NLRB processes related to charges filed on their behalf. Put simply, each of these employees has asserted their rights under the DRA to resolve disputes with the Company without compromising in any way, the NLRB's processes.

Furthermore, the fact that Yang, K. Lee and C. Lee asserted their rights under the DRA demonstrates that the ALJ's conclusion that the DRA had no force or effect after the employees' separation from employment with the Company was incorrect. In short, although the ALJ was "unpersuaded" by the legitimacy of the DRA, Yang, K. Lee and C. Lee (and their legal counsel) repeatedly asserted rights under it.

Based on the foregoing, the Company respectfully requests that the NLRB reopen the record in this case to include the attached exhibits. Also, as set forth in its Exceptions, the Company requests that the NLRB grant it permission to argue its

Exceptions, including the attached exhibits, orally before the NLRB.

Respectfully submitted,

ZASHIN & RICH CO., L.P.A.

/s/Stephen S. Zashin

Stephen S. Zashin

Patrick J. Hoban

55 Public Square, 4th Floor

Cleveland, OH 44113

Telephone: (216) 696-4441

Facsimile: (216) 696-1618

ssz@zrlaw.com and pjh@zrlaw.com

Attorneys for Respondent,

SUPPLY TECHNOLOGIES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on July 11, 2012 the foregoing was filed electronically via the E-Filing system on the NLRB website. The foregoing was also served via certified U.S. Mail and email on Catherine Homolka, Counsel for the Acting General Counsel, National Labor Relations Board, Suite 790, 330 South Second Avenue, Minneapolis, Minnesota 55401, (catherine.homolka@nlrb.gov) and T. Rhys Ledger, Director of Organizing and Government Affairs, Teamsters Local 120, 9422 Ulysses Street N.E., Blaine, Minnesota 55434 (rlledger@teamsterslocal120.org).

/s/ Stephen S. Zashin

Stephen S. Zashin

Attorneys for Respondent,
SUPPLY TECHNOLOGIES, LLC

EXHIBIT A



Nichols Kaster
ATTORNEYS AT LAW

Adrianna H. Shannon
Direct: (612) 256-3289
Fax: (612) 338-4878
shannon@nka.com

4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(877) 448-0492

October 21, 2011

VIA U.S. MAIL

Elizabeth A. Boris
23000 Euclid Avenue
Cleveland, Ohio 44117

Re: *Park-Ohio Industries, Inc. Dispute Resolution Agreement*
Kham Seng Lee, Charlie Lee, and Hlee Yang

Dear Ms. Boris:

I am an attorney writing on behalf of my clients, Kham Seng Lee, Charlie Lee, and Hlee Yang, with regard to the Park-Ohio Industries, Inc. Dispute Resolution Agreement.

It is our belief that the Dispute Resolution Agreement, which was signed many years ago, is invalid and unenforceable, and that even if any portion of it was valid, Park-Ohio Industries, Inc. and its affiliated companies have waived and / or repudiated that agreement. If you believe otherwise, and think that this old Dispute Resolution Agreement is in effect, please supply us with information to explain and substantiate your belief at the address or email address below.

If you intend to claim that the Dispute Resolution Agreement is enforceable, this letter constitutes Kham Seng Lee, Charlie Lee, and Hlee Yang's compliance with paragraphs 3 and 5 of the Dispute Resolution Agreement, which require a "written demand to utilize this program," triggering submission of the matter to mediation. Please have your attorneys contact me within the next ten days to coordinate mediation if you intend to claim that the Agreement is enforceable.

Sincerely,

NICHOLS KASTER, PLLP

Adrianna Shannon

cc: Patrick J. Hoban, Esq.
David J. Duddlestone, Esq.

EXHIBIT B



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 18
330 South Second Avenue
Suite 790
Minneapolis, MN 55401-2221

Office: (612) 348-1757
Fax: (612) 348-1785
www.nlrb.gov

December 28, 2011

Patrick Hoban, Attorney
Zashin & Rich Co., L.P.A.
55 Public Square, FI 4
Cleveland, OH 44113-1926

Re: Supply Technologies, LLC
Case 18-CA-19587

Dear Mr. Hoban:

As you are aware, the Administrative Law Judge decision in this matter issued May 31, 2011, and is currently pending before the National Labor Relations Board. Recently this office was notified that a number of the 20 alleged discriminatees in this matter have received notice that pursuant to a dispute resolution agreement signed by them; mediations have been scheduled that could result in their reinstatement or affirm their termination.

This is to advise that this office will not be bound by any of the results of these mediations, and that the Board decision on the merits of the case will determine whether or not any of the alleged discriminatees are entitled to reinstatement and the parameters of potential backpay.

Please note however that reinstatement of any of the alleged discriminatees could terminate backpay liability for that discriminatee as of the date of reinstatement.

Please contact me with questions or concerns over the contents of this correspondence.

Very truly yours,

A handwritten signature in black ink that reads "Roger O. Czaia".

Roger O. Czaia
Compliance Officer

ROC/dlh
Cc: See Page 2

cc:

Adrianna Shannon
Nichols Kaster, PLLP
4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402

Sarah W. Steenhoeck
Nichols Kaster, PLLP
4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402

David J. Duddleston
Jackson Lewis
225 S 6th St,
Minneapolis, MN 55402

Rhys Ledger
Teamsters Local 120
9422 Ulysses St. NE, Suite 120
Minneapolis, MN 55434-3572

EXHIBIT C

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

ss:

AFFIDAVIT

NOW COMES **Patrick J. Hoban**, being of lawful age, sound mind, and first duly sworn and cautioned pursuant to law, deposes and states as follows:

1. I am an attorney representing Supply Technologies, LLC (“Supply Technologies”) in the matter styled *Supply Technologies, LLC v. Teamster Local 120*, National Labor Relations Board (“NLRB”) Case No.: 18-CA-19587 in accordance with a Notice of Appearance filed with the NLRB on December 6, 2010.
2. In relation to my representation of Supply Technologies in NLRB Case No.: 18-CA-19587, I received a letter from NLRB representative Roger Czaia dated December 28, 2011.
3. Exhibit B to Supply Technologies’ Motion to Reopen the Record in NLRB Case No.: 18-CA-1958 is a true copy of the letter I received from NLRB representative Roger Czaia dated December 28, 2011.

FURTHER AFFIANT SAYETH NAUGHT.



Patrick J. Hoban

SWORN TO BEFORE ME and subscribed in my presence this 11th day of July 2012.


Notary Public

MICHELE L. JAKUBS, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

EXHIBIT D



Nichols Kaster
ATTORNEYS AT LAW

Adrianna H. Shannon
Direct: (612) 256-3289
Fax: (612) 338-4878
shannon@nka.com

4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(877) 448-0492

February 8, 2012

VIA CERTIFIED U.S. MAIL

Elizabeth A. Boris
23000 Euclid Avenue
Cleveland, Ohio 44117

**Re: Park-Ohio Industries, Inc. Dispute Resolution Agreement
Kham Seng Lee**

Dear Ms. Boris:

I am an attorney writing on behalf of Kham Seng Lee with regard to the Park-Ohio Industries, Inc. Dispute Resolution Agreement. As you may know, Mr. Lee's mediation on January 16, 2012, was unsuccessful.

It is our belief that the Dispute Resolution Agreement is invalid and unenforceable, and that even if any portion of it was valid, Park-Ohio Industries, Inc. and its affiliated companies have waived and / or repudiated that agreement. If you believe otherwise, and think that this old Dispute Resolution Agreement is in effect, please supply us or have your attorneys supply us with information to explain and substantiate your belief at the address or email address above.

If you intend to claim that the Dispute Resolution Agreement is enforceable, this letter constitutes Mr. Lee's compliance with paragraph 6 of the Dispute Resolution Agreement, which requires that a "written demand for arbitration" be submitted to invoke arbitration in the event that mediation does not resolve the dispute. Please note, a check in the amount of \$100.00 has been enclosed pursuant to paragraph 11 of the Agreement.

The matters to be arbitrated are 1) the validity of the Dispute Resolution Agreement; and 2) if that question is answered in the affirmative, whether Kham Seng Lee was wrongfully terminated without just cause and in violation of the NLRA, Title VII of the Civil Rights Act, and the MHRA. Pursuant to paragraph 6, the parties have twenty-one days from the date you receive this letter to identify a mutually agreeable arbitrator. Please have your attorneys contact me as soon as possible to discuss arbitrators if you intend to claim the Agreement is enforceable.

Sincerely,

NICHOLS KASTER, PLLP

Adrianna Shannon

cc: Patrick J. Hoban, Esq.
David J. Duddleston, Esq.

EXHIBIT E

Binding Mediated Settlement Agreement

On JANUARY 17, 2012, with the assistance of the undersigned mediator, we have agreed to a settlement of our dispute, and wish to here memorialize our understanding. We agree:

1. We have been represented by the undersigned attorneys, and understand that the mediator has had no duty to protect our interests or to provide us with information about our legal rights. We understand that signing this agreement could adversely affect our legal rights, and that we should consult and have consulted with our counsel before signing this agreement relative to any uncertainty about our rights.

2. We intend that this agreement is binding and enforceable upon us. While we understand that formal documents, stipulations, and/or releases may be prepared to facilitate our agreements contained here, we do not intend the enforcement of our settlement to be dependent upon any such documentation or related detail. We will use our best efforts to concur as to the detail of any formal documentation, and agree that should any documentation detail be the subject of dispute(s), the mediator will act as a binding arbitrator to decide such dispute(s) and determine such disputed documentation detail based on his determination of what is consistent with the intent and spirit of our negotiations, or his determination of what is fair and equitable under the circumstances.

3. The following are the essential terms of our settlement:

Full release of all claims known and unknown by her
Affirmative statement of receipt of all rights
and benefits under the FLSA, FMLA, DSEA
Consent to release information including health
information, from the Center for Medicare &
Medicaid Services and appropriate
release language in settlement agreement
depending upon content of information
in order to comply with applicable requirements
Settlement check mailed within 30 days of receipt
by Zashmi R. Khanna of Release executed by Charles Lee

No admission of wrongdoing by Cos.

has will not initiate, solicit, assist, participate in
or encourage any complaints, lawsuits
or arbitration demands against Cos.

has waived and gives up right to recover
damages or other relief from administrative
proceedings

Statement by applicant refusing to accept
employment from Cos

has to request EEOC / MTRB with draft
changes and NLRB ^{will support} ~~approval of the agreement~~

Agreement by parties to use the Dispute
Resolution Agreement to resolve
any dispute about the executed
Statement Agreement

has will not disparage the Cos and
their employees

Supply Technology will provide only dates
of employment and position held
on last day of employment
to prospective employers

he will direct unpaid requests to
specific representatives

A total of \$75,000 payable as follows:

1) A check to her in the amount
of \$47,500 was applicable
withholdings with a 102

2) A check to Dennis Kaster in
the amount of \$17,500
with a 1099

Nothing in this agreement affects
Charlie Lee's ability to respond
to government inquiries and/or
subpoenas

4. We agree that except as provided below, we will exchange mutual complete releases and stipulations of dismissals with prejudice and without costs to any party.

Dated: January 17, 2012

Plaintiff:

Charlie Lee
[Signature]
[Signature]
[Signature]

Defendants:

C. Hill
[Signature]
[Signature]
[Signature]

[Signature]
R. Scott Davies
Mediator

EXHIBIT F

MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE

I, Charlie Lee, enter into this Mediated Settlement Agreement and General Release (the "Agreement") with Supply Technologies, LLC, Park Ohio Holdings Corp., and Park Ohio Industries, Inc. (collectively "Supply Technologies") after voluntarily participating in mediation according to the terms of the parties' Dispute Resolution Agreement ("DRA") and Agreement to Mediate.

My Agreement with Supply Technologies is as follows:

1. *My Right to Review this Agreement and Consult a Lawyer.* I have the right to review this Agreement and to consult a lawyer of my own choice and Supply Technologies encourages me to do so before signing it. I understand that I have at least twenty-one (21) calendar days to consider this Agreement before signing it. I can sign this Agreement sooner than that, but if I do, I am agreeing to give up my right to think about this Agreement for a full twenty-one (21) calendar days.

If I sign this Agreement, it is only because I read and understood all of it, and because I was represented by a lawyer in connection with the negotiation of this Agreement and consulted my lawyer in connection with the meaning of the terms of this Agreement. I enter into this Agreement freely and voluntarily and without any fraud, coercion or duress from anyone. I further acknowledge that I understand the rights I am giving up by signing this Agreement.

2. *Supply Technologies' Payment to Me.* In consideration for full settlement of all of my claims against Supply Technologies including claims brought by others on my behalf, and because of my desire to avoid the risks and delays associated with further litigation of all such claims, Supply Technologies agrees to pay me a total of Sixty-Five Thousand Dollars (\$65,000.00) comprised of the following payments:

- a. A check in the amount of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00), less applicable withholdings, made payable to "Charlie Lee" for allegations of lost wages and benefits, to be reported via Form W-2.
- b. A check in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) made payable to my attorneys "Nichols Kaster, PLLP" for allegations of attorneys' fees and costs, to be reported via Form 1099.

These payments will be mailed to *Nichols Kaster, PLLP, Attn: Katherine M. Vander Pol, 4600 IDS Center, 80 South 8th Street, Minneapolis, MN 55403* within thirty (30) calendar days after the date that Supply Technologies' attorneys receive this Agreement signed by me, but only if I have not by that time revoked my release of claims under the Minnesota Human Rights Act and/or the Age Discrimination in Employment Act as described in Paragraph 12 below.

I agree to indemnify Supply Technologies for any tax consequence arising out of the payment made pursuant to a Form 1099, as identified in paragraph 2(b) of this Agreement.

I understand that Supply Technologies is not otherwise required to pay me this money, and is offering to pay me this money only in exchange for the promises that I am making in this

Agreement and because of its desire to avoid the risks and delays associated with further litigation. The payments set forth in this Agreement are not for punitive damages or liquidated damages. I also agree that I am waiving all rights to interest on the above amount under common law or any other laws.

3. My Last Date of Employment. My last day of employment with Supply Technologies was October 26, 2010.

4. Health Care Continuation Coverage. I understand that if my spouse, my dependents or I are eligible for health care continuation coverage under COBRA or any comparable state law, I received a separate notification of that right from Supply Technologies. I also understand that if my spouse, my dependents or I elected to continue health insurance coverage under COBRA or any comparable state law, that coverage continued for as long as we remained eligible for continuation coverage under the law, but only if we made the required premium payments.

5. General Release of Claims. I, as well as my heirs, assigns, executors, administrators and agents, release Supply Technologies, from all claims, causes of action, and liabilities of any kind, known or unknown, regardless of their kind, arising from the dawn of time to the date that I sign this Agreement.

I understand that this release includes, but is not limited to, the following subject matters: any claimed liability for wages, commissions, bonuses, employment benefits, attorneys' fees, costs or damages of any kind whatsoever; any claim arising out of any contract, express or implied; any claim arising from an alleged breach of the covenant of good faith and fair dealing, express or implied; any claim of wrongful discharge or violation of public policy; and any claim arising under any federal, state, or local statute or ordinance, including but not limited to: the Minnesota Human Rights Act ("MHRA") (Minn. Stat. Chap. 363A); all Minnesota wage-hour and wage-payment laws; the Minnesota Whistleblower Act (Minn. Stat. § 181.932); and Minn. Stat. § 176.82; the National Labor Relations Act, as amended (29 U.S.C. § 141 et seq. and 29 U.S.C. § 151 et seq.); Title VII of the Civil Rights Act of 1964, and the Civil Rights Act of 1991 (42 U.S.C. § 2000e et seq.); Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1001 et seq.); the Immigration Reform and Control Act of 1986 (8 U.S.C. § 1101 et seq.); the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act (29 U.S.C. § 621 et seq.); the Family and Medical Leave Act, as amended (29 U.S.C. § 2601 et seq.); the Worker Adjustment and Retraining Notification Act of 1988 (29 U.S.C. § 2101 et seq.); and the Sarbanes-Oxley Act (18 U.S.C. § 1514A et seq.). However, this release does not include any claim, cause of action, or liability arising out of acts or occurrences that take place entirely after the date that I sign this Agreement. The release also does not include any claim for unemployment.

Nothing in this Agreement shall in any way impair any currently vested benefits that I have earned through my previous employment with Supply Technologies (i.e., 401(k) account).

I release Supply Technologies and all of Supply Technologies' past, present and future parents, affiliates, subsidiaries, holding companies, insurers, and all of their employees, officers, directors, shareholders, managers, attorneys, agents, representatives, successors and assigns, predecessors and their employee benefit plans and programs and their administrators and fiduciaries (collectively, the "Released Parties") from any claims related to my employment with or termination from Supply Technologies.

I have already received all of the wages, payments, vacation, wage statements, leaves of absence, meal and rest breaks, and other rights and benefits to which I am entitled under federal, state, and local law, including the Fair Labor Standards Act (29 U.S.C. § 201 et seq.); the Family and Medical Leave Act, as amended (29 U.S.C. § 2601 et seq.); the Uniformed Services Employment and Reemployment Act (38 U.S.C. § 4301 et seq.); and all state and local laws of similar effect. I have also already been fully paid in accordance with those laws for all of the hours that I have worked for Supply Technologies, including overtime. Neither Supply Technologies nor any of the other Released Parties owe me anything for any unpaid wages, overtime, or accrued and unused vacation time.

I have not filed any complaints, lawsuits, or arbitration demands against Supply Technologies or any of the other Released Parties in any court, agency, or other forum other than EEOC Charge No. 444-2011-00085 and the corresponding Minnesota Department of Human Rights Charge. I agree that I shall not initiate any lawsuits or arbitration demands against Supply Technologies or any of the other Released Parties in any court or other forum in the future arising from events occurring prior to the date that I signed this Agreement. I understand that this Agreement does not prevent me from filing a charge with or participating in proceedings before or investigations of a federal, state or local administrative agency. However, except where prohibited by law, I give up my right to recover damages or any other type of relief in such an administrative proceeding. Nothing in this Agreement affects my ability to respond to government inquiries and/or comply with any subpoenas.

I understand that the release I am giving includes claims that I do not have knowledge of at this time. I also understand that by signing this Agreement, I am giving up my right to sue or pursue any recovery for any claim or lawsuit against Supply Technologies or any of the other Released Parties for anything related to my employment with or termination from Supply Technologies that occurred prior to the date that I sign this Agreement.

6. Medicare/Medicaid Status and Satisfaction of any Reimbursement Obligations.

a. Additional Definitions:

1. "CMS" means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents, representatives, or contractors of CMS, such as the Coordination of Benefits Contractor ("COBC") or Medicare Secondary Payer Recovery Contractor ("MSPRC").
2. "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

3. "Medicare Beneficiary" means any person for whom Medicare has paid Conditional Payments for the treatment of injuries arising out of or related to the Released Matters.
4. "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA".
5. "MSP Statute" means the Medicare Secondary Payer ("MSP") statute, 42 U.S.C. § 1395y(b).
6. "Released Matter" means any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein.

- b. Medicare Status and Satisfaction of any Medicare Reimbursement Obligations. I represent that I am not enrolled in the Medicare program and was not enrolled at the time of the Released Matters or anytime thereafter through the date of this Agreement.
- c. Other Claims and Liens. I represent and warrant that no Medicaid payments have been made to or on behalf of me and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Matters. I further agree that I, and not the Released Parties, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.
- d. Indemnification. I agree to indemnify and hold harmless the Released Parties from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Amount, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any Released Matters that is subject to this Agreement or the releases set forth herein, including but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Released Parties by me or my Counsel or upon any failure of me or my Counsel to provide information; and (c) all Medicaid liens. This indemnification obligation includes all damages, double

damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of the Released Parties in connection with such claims, demands, subrogated interests, or causes of action.

7. **Remedies for Breach.** It is understood and agreed that the Released Parties expressly rely upon the promises, representations, and warranties made by me in this Agreement and in Exhibits A and B; that any breach of such promises, representations, and warranties would constitute a material breach of this Agreement; and that in the event of any such breach, the Released Parties shall be entitled to all relief and damages available in law or in equity.

8. **I Have Not Sold or Assigned Any Claims.** I am the sole legal and equitable owner of all of the rights, claims, and causes of action that I am releasing in Paragraph 5 above. I have not assigned, sold, transferred, and/or encumbered any of these rights, claims, and causes of action to anyone else. I understand that Supply Technologies is relying on my representations in making its own decision to enter into this Agreement.

9. **I Refuse Re-Employment With Supply Technologies.** I acknowledge that Supply Technologies made an unconditional offer of reinstatement to me and that I knowingly and voluntarily rejected this offer. (See Exhibit B). I refuse to accept any position currently available at Supply Technologies and reject any offer of employment that Supply Technologies makes to me now or in the future under any and all circumstances. Likewise, I waive my right to seek future employment with Supply Technologies.

I understand that Supply Technologies' payments of the amounts set forth in Paragraph 2 above were agreed to because I refused reemployment with Supply Technologies. If I am ever reinstated as an employee of Supply Technologies, I agree to voluntarily resign employment with Supply Technologies, and if I do not do so, I agree that Supply Technologies may terminate my employment based solely on this Agreement.

10. **No Admission of Wrongdoing.** I understand that neither Supply Technologies nor I are admitting any wrongdoing by signing this Agreement, and that nobody should interpret this Agreement as an admission by either Supply Technologies or myself that either of us did anything wrong or illegal.

11. **I Agree to Request Withdrawal of My EEOC/MDHR Charge and I Agree to Cooperate.** I agree to submit a request to the EEOC/MDHR to withdraw my charges against Supply Technologies with prejudice and to take any actions necessary to obtain the EEOC's approval of my request for withdrawal. If this Agreement is presented to a federal, state, or local administrative agency for approval, I agree to support any administrative agency's approval of this agreement and cooperate and perform any act necessary or requested to bring about that approval.

12. **Revoking My Release under the Age Discrimination in Employment Act and/or the Minnesota Human Rights Act.** I have the right to revoke my release of claims under the federal Age Discrimination in Employment Act of 1967 (the "ADEA"), as amended by the Older Workers Benefit Protection Act (29 U.S.C. § 621 et seq.). I also have the right to revoke my release of claims under the Minnesota Human Rights Act (the "MHRA," Minn. Stat. Chap.

363A). I understand that if I want to exercise either right, I must do so no later than fifteen (15) calendar days after I sign this Agreement. To exercise these rights, I must prepare a written document that says, in effect, "I revoke my release of claims", and I must deliver this document by hand or certified U.S. mail return receipt requested to *Wendy Butch, Human Resources Coordinator, Supply Technologies, LLC, 6065 Parkland Boulevard, Cleveland, Ohio 44124*. I understand that my revocation will not be effective unless it is delivered by hand, or sent by certified U.S. Mail return receipt requested and postmarked, no later than fifteen (15) calendar days after the date I sign this Agreement. I also understand that if I revoke my release of claims then, I will not receive the payment described in Paragraph 2 and this Agreement will become null and void.

13. **Using Supply Technologies' Mandatory Arbitration Program.** Both Supply Technologies and I agree to use the DRA, Supply Technologies' mandatory arbitration program, to resolve any dispute between us about this Agreement or its terms.

14. **No Defamation and Neutral Reference.** I agree that I will refrain from defaming Supply Technologies or the Released Parties. In exchange for the promises that I am making in this Agreement, Supply Technologies will provide a neutral employment reference setting forth my dates of employment and the position I held on the last day of my employment to prospective employers. I agree that I must direct any and all inquiries from potential future employers to the *Human Resources Coordinator, Supply Technologies, LLC, 6065 Parkland Boulevard, Cleveland, Ohio 44124, 440.947.2000*, and to no other Supply Technologies employee, agent, or representative.

15. **Mediation.** This Agreement was reached following mediation pursuant to the terms of the DRA and the Agreement to Mediate. The parties acknowledge and agree as follows:

- a. This Agreement was reached following a mediation in which the parties voluntarily participated.
- b. The parties to the mediation and this Agreement were advised, in writing, that:
 - 1) The Mediator has no duty to protect the parties' interests or provide the parties with information about their legal rights;
 - 2) Signing a mediated settlement agreement may adversely affect the parties' respective legal rights;
 - 3) The parties should consult with an attorney before signing a mediated settlement agreement if they are uncertain about their legal rights.

16. **Severability.** Supply Technologies and I intend for all of the provisions of this Agreement to be severable. If any part of this Agreement is found to be unlawful or unenforceable by any entity competent to do so, Supply Technologies and I want every other part of this Agreement to remain fully valid and enforceable to the maximum extent permitted by

law. I agree to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms and intent of this Agreement.

17. Headings. I understand that the Headings in this Agreement exist only for the sake of convenience. The Headings do not constitute part of my Agreement with Supply Technologies.

18. This Document Contains My Entire Agreement with Supply Technologies. The text of this Agreement contains the entire understanding and the entire contract between Supply Technologies and me with respect to every subject matter. There are no other agreements, contracts, or promises between the parties other than those set forth in this Agreement, and this Agreement supersedes all other earlier agreements, contracts, understandings, and promises made between the parties, whether express or implied. However, Supply Technologies and I agree that notwithstanding this Paragraph, any agreement that I have previously made with Supply Technologies to use DRA, Supply Technologies' mandatory arbitration program, will continue to be in full force and effect, as will any non-competition, non-disclosure, and confidentiality agreements that may exist between us. In making my decision to sign this Agreement, I am not relying on any promise that Supply Technologies or its employees or agents have made to me, other than the promises that are actually set forth in writing in the text of this document.

19. Joint Draft. This Agreement was drafted jointly by my attorneys and Supply Technologies' attorneys. Neither Supply Technologies nor I intend for this Agreement or any part of it to be construed against either on account of their status as the supposed drafter.

I WAS SPECIFICALLY ADVISED TO CONSULT WITH AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT AND ACKNOWLEDGE THAT I DID SO. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT WAIVES AND RELEASES RIGHTS I HAVE UNDER FEDERAL, STATE, AND LOCAL LAW, INCLUDING, BUT NOT LIMITED TO TITLE VII, THE NATIONAL LABOR RELATIONS ACT AND THE MINNESOTA HUMAN RIGHTS ACT. I HAVE BEEN AFFORDED A REASONABLE AMOUNT OF TIME TO CONSIDER THIS MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE. HAVING ELECTED THIS MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE, HAVING AGREED TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE SUMS AND BENEFITS SET FORTH IN PARAGRAPH 2 ABOVE, I FREELY, KNOWINGLY, AND AFTER DUE CONSIDERATION ENTER INTO THIS MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS I HAVE OR MIGHT HAVE.

I AGREE THAT I HAVE HAD THE OPPORTUNITY TO AND DID CONSULT WITH COUNSEL OF MY OWN CHOOSING REGARDING THIS AGREEMENT AND THAT IF I SIGN THIS AGREEMENT, I DO SO KNOWINGLY AND VOLUNTARILY AND WITHOUT ANY FRAUD, PRESSURE OR COERCION OF ANY NATURE FROM ANYONE.

I indicate my assent to this Agreement by signing below:

Charlie Lee:

Signed: Charlie Lee
Print Name: Charlie Lee
Date signed: 6/22/12

On behalf of Supply Technologies, LLC:

Signed: Robert W Vilsack
Print Name: Robert Vilsack
Print Title: Secretary
Date signed: 7/3/12

On behalf of Park Holdings Corp.:

Signed: Robert W Vilsack
Print Name: Robert Vilsack
Print Title: Secretary
Date signed: 7/3/12

On behalf of Park Ohio Industries, Inc.:

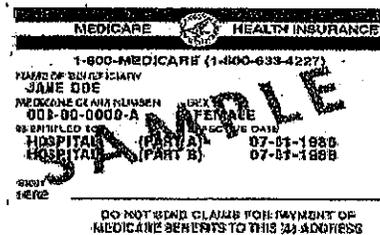
Signed: Robert W Vilsack
Print Name: Robert Vilsack
Print Title: Secretary
Date signed: 7/3/12

The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a "conditional payment" so as not to inconvenience the beneficiary, and recover after the other insurance pays.

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

We are asking you to answer the questions below so that we may comply with this law.

Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.



Section I

Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<i>If yes, please complete the following. If no, proceed to Section II.</i>			
Full Name: (Please print the name exactly as it appears on your SSN or Medicare card if available.)			
Medicare Claim Number:		Date of Birth (Mo/Day/Year)	
Social Security Number: (If Medicare Claim Number is Unavailable)		Sex	<input type="checkbox"/> Female <input type="checkbox"/> Male

Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

CHARLIE LEE
Claimant Name (Please Print)

N/A
Claim Number

CHARLIE LEE
Name of Person Completing This Form if Claimant is Unable (Please Print)

Charlie Lee
Signature of Person Completing This Form

1/27/12
Date

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

Exhibit B

Supply Technologies and Charlie Lee hereby acknowledge that Supply Technologies, LLC made an unconditional offer of reinstatement to Charlie Lee and that Charlie Lee knowingly and voluntarily rejected this offer. Charlie Lee further acknowledges that he rejected this offer in the absence of any fraud, coercion or duress.

Charlie Lee

~~Charlie Lee~~ **DRAFT**

6/22/12

Date

Robert N. Val

On Behalf of Supply Technologies, LLC

7/3/12

Date

EXHIBIT G

MEDIATION TERM SHEET

Hlee Yang v. Supply Technologies, LLC, Park-Ohio Holdings Corp., and Park Ohio Industries, Inc. Mediation

January 18, 2012

Following a mediation in the above-entitled matter on the above-referenced date before Ellen G. Sampson, the Mediator, the parties did not quite reach a resolution. The parties have, however, reached a resolution and agree to settle as follows:

1. Pursuant to the requirements of the Minnesota Civil Mediation Act, Minn. Stat. § 572.35, this Settlement Agreement is a binding and enforceable agreement. Under this Act, the mediator further advises the parties that: (a) she has no duty to protect their interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing the Settlement Agreement if they are uncertain of their rights.

2. The Acknowledgement of Mediation Ground Rules is incorporated by reference.

3. This Term Sheet contains the entire agreement between the parties, which is binding and enforceable.

4. Hlee Yang shall agree to dismiss with prejudice his EEOC claim entitled *Hlee Yang v. Supply Technologies, LLC, Park-Ohio Holding Corp., and Park Ohio Industries, Inc.* Hlee Yang agrees to waive and release and any all claims he might have had against the defendant or any of their current and former employees and officers, from any and all claims made, or which might have been made arising to date.

5. The Settlement Agreement and its terms shall not be deemed to be an admission of liability for any claims asserted in the dispute, and any such liability is expressly denied by the defendant.

6. The enforcement of this settlement is not dependent on the preparation of formal documents, stipulations and/or releases. The parties and counsel shall use their best efforts to concur as to the detail of such formal documentation, and agree that should any formal documentation detail be the subject of dispute, the Mediator shall serve as a binding arbitrator to resolve such dispute and determine such dispute documentation detail based on determination of what is consistent with the intent and spirit of the negotiations and/or what is fair and equitable under the circumstances. This Settlement Agreement shall not be construed against any party by reason of that party being the drafter of the Settlement Agreement.

7. The material and essential terms of the settlement are:

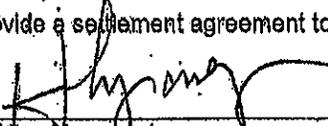
(a) Defendant agrees to pay to plaintiff the sum of \$75,000.00 of which \$55,000.00 shall be back wages for which a W-2 form will be issued to plaintiff; and of which \$20,000.00 shall be for attorney's fees for which a Form 1099 will be issued both to plaintiff and plaintiff's counsel. Plaintiff agrees to indemnify the defendant for any tax consequences arising out of these payments.

(b) The terms and conditions described in the attached Exhibit A are incorporated with this term sheet.

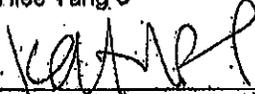
8. The laws of Minnesota will apply to this Agreement.

9. Counsel for Defendant will provide a settlement agreement to plaintiff's counsel within fifteen days of the mediation.

DATED: January 27, 2012



Hilee Yang



Katherine M. Vander Pol
Nichols Kaster
4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
ATTORNEYS FOR PLAINTIFF

Supply Technologies, LLC, Park-Ohio Holding Corp., and Park Ohio Industries, Inc.

By: _____
Its: _____

Patrick J. Hoban
Michele L. Jakuba
Zachin & Rich Co., LPA
66 Public Square, Fourth Floor
Cleveland, OH 44113
ATTORNEYS FOR DEFENDANT

(b) The terms and conditions described in the attached Exhibit A are incorporated with this term sheet.

8. The laws of Minnesota will apply to this Agreement.

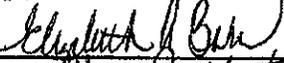
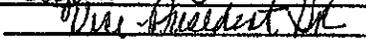
9. Counsel for Defendant will provide a settlement agreement to plaintiff's counsel within fifteen days of the mediation.

DATED: January ____, 2012

Hlee Yang

Katherin M. Vander Pol
Nicols Kaster
4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
ATTORNEYS FOR PLAINTIFF

Supply Technologies, LLC, Park-Ohio Holding Corp., and Park Ohio Industries, Inc.

By: 
Its: 

C. 211

Patrick J. Hoban
Michele L. Jakubs
Zashin & Rich Co., LPA
55 Public Square, Fourth Floor
Cleveland, OH 44113
ATTORNEYS FOR DEFENDANT

EXHIBIT A

TERMS

1. Full release of all claims known and unknown by Yang.
2. Affirmative statement of receipt of all rights and benefits under the FLSA, FMLA, USERRA.
3. Consent to release information including health information from the Center for Medicare & Medicaid Services and appropriate release language in settlement agreement depending upon content of information in order to comply with applicable requirements.
4. Settlement check will be mailed within 30 days of receipt by Zashin & Rich of Release executed by Yang.
5. No admission of wrongdoing by Companies.
6. Yang will not initiate, solicit, assist, participate in or encourage any complaint, lawsuits, or arbitration demands against Companies.
7. Yang waives and gives up right to recover damages or any relief from administrative proceedings.
8. Statement/affirmation refusing to accept employment from Companies.
9. Yang to request EEOC/MHRA withdraw charges and will support NLRB approval of the Settlement Agreement.
10. Agreement by parties to use the Dispute Resolution Agreement to resolve any disputes about the executed Settlement Agreement.
11. Yang will not disparage the Companies and their employees.
12. Supply Technologies will provide only dates of employment and position held on last day of employment to prospective employers.
13. Yang will direct reference requests to specified Company representative.
14. Nothing in this agreement affects Hlee Yang's ability to respond to government inquiries and/or to comply with subpoenas.

ACKNOWLEDGMENT OF MEDIATION GROUND RULES

The parties below acknowledge and agree that they are willing to participate in a mediation process in order to attempt to resolve the issues raised in the case entitled *Hlee Yang v. Supply Technologies, LLC, Park-Ohio Holdings Corp., and Park Ohio Industries, Inc. Mediation*.

The parties also acknowledge and agree to be bound by the following ground rules:

1. Duty to Meet. The parties will attend scheduled mediation conferences.
2. Termination of Mediation. The effort to resolve the above-referenced issues through mediation may be terminated if the mediator, in her discretion, determines that the parties have reached impasse, one or both parties informs the mediator that they are no longer willing to participate in the mediation, or the matter has been resolved.
3. Good Faith. The parties agree to negotiate in good faith. They may refuse to divulge information, but will not give false information.
4. Mediator. The mediator does not represent any of the parties. The mediator has no duty to provide legal advice or information to a party or to assure that a party has an understanding of the problem and the consequences of his/her actions. The function of the mediator is to promote and facilitate voluntary resolution of the above-referenced issues. The mediator has no responsibility concerning the fairness or legality of the resolution. Neither party knows of any circumstances which would cause reasonable doubt regarding the impartiality of the mediator.
5. Process. Unless a party objects to the mediator, the mediator may use any type of process which she believes in good faith will facilitate the resolution of the matter, including without limitation, joint meetings, conferences or communications with the parties, the attorneys, or both; separate meetings, conferences, or communications with the parties (with the consent of their counsel), the attorneys, or both; feedback regarding a party's or participant's position on liability, damages, settlement, or any other issue arising during the mediation or relevant to the resolution of the dispute; and any other means which will reasonably assist the parties to reach a settlement.
6. Confidentiality. All discussions, representations, and statements made during the mediation will be privileged as settlement negotiations. Moreover, regardless of whether the mediation is successful or whether it concludes without a resolution, all discussions which occur during the mediation process must remain confidential. No document produced in mediation which is not otherwise discoverable will be admissible as evidence or for impeachment or other purposes in any judicial proceedings. While the mediation is ongoing or in the event an impasse is reached and no settlement is obtained, neither the mediator, nor the parties or participants in the mediation, will discuss with or disclose to any other party the fact that mediation is occurring, the mediation process or any communications made during the mediation process, with the exception of the following:

- (a) In order to assist in the resolution of the dispute, the mediator may disclose to members of her firm on a need-to-know basis the fact that mediation is occurring, the substance of the matter in mediation or any communications made during the mediation process;
- (b) The parties expressly agree that the parties may disclose to the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), any future arbitrator and/or court of competent jurisdiction that the parties engaged in mediation, and if resolution is reached, the terms of the resolution.;

The parties will not subpoena the mediator or any records or documents of the mediator, in any civil action or proceedings of any kind. If so called or subpoenaed, the mediator may refuse to testify or produce the requested notes or documents. Should any party attempt to compel such testimony or production, such party shall be liable for, and shall indemnify the mediator against any liabilities, costs or expenses, including reasonable attorney's fees, which the mediator may incur in resisting such compulsion.

- 7. Fees and Expenses. The mediator is being retained by the parties' respective lawyers or law firms to mediate this case. The mediator shall be paid \$450.00 per hour for the mediation conferences and outside preparation time. The fees and expenses will be borne by the defendants. In the event that the defendants do not pay the mediator's fees, the lawyers or law firms representing the defendants shall be ultimately responsible for and shall pay the mediator's fees and expenses.
- 8. Waiver of Conflicts. Prior to retaining the mediator in this case, the mediator checked and disclosed to counsel for the parties that there were no actual or potential conflicts which might impact upon her neutrality or impartiality with respect to the proceeding, i.e., neither the mediator nor Leonard, Street and Deinard have had any present or prior association with any of the parties to the lawsuit. In addition, by mediating this case on their behalf, the parties have agreed that they will not assert a conflict now or in the future with respect to any future litigation or matters to which Leonard, Street and Deinard may represent or be adverse to any of the parties, or as a result of any confidential information which the mediator may learn through the mediation, so long as such litigation or matters do not involve this matter and the mediator agrees that she will not disclose any information she learns from the parties during the course of the mediation to other members of her firm. The mediator so agrees.
- 9. Minnesota Civil Mediation Act. Pursuant to the requirements of the Minnesota Civil Mediation Act, the mediator hereby advises the parties that: (a) the mediator has no duty to protect the parties' interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect the parties' legal rights; and (c) the parties should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights.

10. Voluntary Acknowledgment. The parties and their attorneys hereby voluntarily sign this Acknowledgment in order to affirm that they have read its provisions.

Date: January 18 2012

[Handwritten Signature]
Signature

[Handwritten Signature]
Signature

[Handwritten Signature]
Signature

[Handwritten Signature]
Signature

Signature

Signature

Signature

[Handwritten Signature]
Ellen G. Sampson, Mediator

[Handwritten Signature]
Signature

[Handwritten Signature]
Signature

[Handwritten Signature]
Signature

Signature

Signature

Signature

Signature

EXHIBIT H

MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE

I, Hlee Yang, enter into this Mediated Settlement Agreement and General Release (the "Agreement") with Supply Technologies, LLC, Park Ohio Holdings Corp., and Park Ohio Industries, Inc. (collectively "Supply Technologies") after voluntarily participating in mediation according to the terms of the parties' Dispute Resolution Agreement ("DRA") and Agreement to Mediate.

My Agreement with Supply Technologies is as follows:

1. *My Right to Review this Agreement and Consult a Lawyer.* I have the right to review this Agreement and to consult a lawyer of my own choice and Supply Technologies encourages me to do so before signing it. I understand that I have at least twenty-one (21) calendar days to consider this Agreement before signing it. I can sign this Agreement sooner than that, but if I do, I am agreeing to give up my right to think about this Agreement for a full twenty-one (21) calendar days.

If I sign this Agreement, it is only because I read and understood all of it, and because I was represented by a lawyer in connection with the negotiation of this Agreement and consulted my lawyer in connection with the meaning of the terms of this Agreement. I enter into this Agreement freely and voluntarily and without any fraud, coercion or duress from anyone. I further acknowledge that I understand the rights I am giving up by signing this Agreement.

2. *Supply Technologies' Payment to Me.* In consideration for full settlement of all of my claims against Supply Technologies including claims brought by others on my behalf, and because of my desire to avoid the risks and delays associated with further litigation of all such claims, Supply Technologies agrees to pay me a total of Seventy-Five Thousand Dollars (\$75,000.00) comprised of the following payments:

- a. A check in the amount of Fifty-Five Thousand Dollars (\$55,000.00), less applicable withholdings, made payable to "*Hlee Yang*" for allegations of lost wages and benefits, to be reported via Form W-2.
- b. A check in the amount of Twenty Thousand Dollars (\$20,000.00) made payable to my attorneys "*Nichols Kaster, PLLP*" for allegations of attorneys' fees and costs, to be reported via Form 1099.

These payments will be mailed to *Nichols Kaster, PLLP, Attn: Katherine M. Vander Pol, 4600 IDS Center, 80 South 8th Street, Minneapolis, MN 55403* within thirty (30) calendar days after the date that Supply Technologies' attorneys receive this Agreement signed by me, but only if I have not by that time revoked my release of claims under the Minnesota Human Rights Act and/or the Age Discrimination in Employment Act as described in Paragraph 12 below.

I agree to indemnify Supply Technologies for any tax consequence arising out of the payment made pursuant to a Form 1099, as identified in paragraph 2(b) of this Agreement.

I understand that Supply Technologies is not otherwise required to pay me this money, and is offering to pay me this money only in exchange for the promises that I am making in this

Agreement and because of its desire to avoid the risks and delays associated with further litigation. The payments set forth in this Agreement are not for punitive damages or liquidated damages. I also agree that I am waiving all rights to interest on the above amount under common law or any other laws.

3. My Last Date of Employment. My last day of employment with Supply Technologies was October 26, 2010.

4. Health Care Continuation Coverage. I understand that if my spouse, my dependents or I are eligible for health care continuation coverage under COBRA or any comparable state law, I received a separate notification of that right from Supply Technologies. I also understand that if my spouse, my dependents or I elected to continue health insurance coverage under COBRA or any comparable state law, that coverage continued for as long as we remained eligible for continuation coverage under the law, but only if we made the required premium payments.

5. General Release of Claims. I, as well as my heirs, assigns, executors, administrators and agents, release Supply Technologies, from all claims, causes of action, and liabilities of any kind, known or unknown, regardless of their kind, arising from the dawn of time to the date that I sign this Agreement.

I understand that this release includes, but is not limited to, the following subject matters: any claimed liability for wages, commissions, bonuses, employment benefits, attorneys' fees, costs or damages of any kind whatsoever; any claim arising out of any contract, express or implied; any claim arising from an alleged breach of the covenant of good faith and fair dealing, express or implied; any claim of wrongful discharge or violation of public policy; and any claim arising under any federal, state, or local statute or ordinance, including but not limited to: the Minnesota Human Rights Act ("MHRA") (Minn. Stat. Chap. 363A); all Minnesota wage-hour and wage-payment laws; the Minnesota Whistleblower Act (Minn. Stat. § 181.932); and Minn. Stat. § 176.82; the National Labor Relations Act, as amended (29 U.S.C. § 141 et seq. and 29 U.S.C. § 151 et seq.); Title VII of the Civil Rights Act of 1964, and the Civil Rights Act of 1991 (42 U.S.C. § 2000e et seq.); Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1001 et seq.); the Immigration Reform and Control Act of 1986 (8 U.S.C. § 1101 et seq.); the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act (29 U.S.C. § 621 et seq.); the Family and Medical Leave Act, as amended (29 U.S.C. § 2601 et seq.); the Worker Adjustment and Retraining Notification Act of 1988 (29 U.S.C. § 2101 et seq.); and the Sarbanes-Oxley Act (18 U.S.C. § 1514A et seq.). However, this release does not include any claim, cause of action, or liability arising out of acts or occurrences that take place entirely after the date that I sign this Agreement. The release also does not include any claim for unemployment.

Nothing in this Agreement shall in any way impair any currently vested benefits that I have earned through my previous employment with Supply Technologies (i.e., 401(k) account).

I release Supply Technologies and all of Supply Technologies' past, present and future parents, affiliates, subsidiaries, holding companies, insurers, and all of their employees, officers, directors, shareholders, managers, attorneys, agents, representatives, successors and assigns, predecessors and their employee benefit plans and programs and their administrators and fiduciaries (collectively, the "Released Parties") from any claims related to my employment with or termination from Supply Technologies.

I have already received all of the wages, payments, vacation, wage statements, leaves of absence, meal and rest breaks, and other rights and benefits to which I am entitled under federal, state, and local law, including the Fair Labor Standards Act (29 U.S.C. § 201 et seq.); the Family and Medical Leave Act, as amended (29 U.S.C. § 2601 et seq.); the Uniformed Services Employment and Reemployment Act (38 U.S.C. § 4301 et seq.); and all state and local laws of similar effect. I have also already been fully paid in accordance with those laws for all of the hours that I have worked for Supply Technologies, including overtime. Neither Supply Technologies nor any of the other Released Parties owe me anything for any unpaid wages, overtime, or accrued and unused vacation time.

I have not filed any complaints, lawsuits, or arbitration demands against Supply Technologies or any of the other Released Parties in any court, agency, or other forum other than EEOC Charge No. 444-2011-00087 and the corresponding Minnesota Department of Human Rights Charge. I agree that I shall not initiate any lawsuits or arbitration demands against Supply Technologies or any of the other Released Parties in any court or other forum in the future arising from events occurring prior to the date that I signed this Agreement. I understand that this Agreement does not prevent me from filing a charge with or participating in proceedings before or investigations of a federal, state or local administrative agency. However, except where prohibited by law, I give up my right to recover damages or any other type of relief in such an administrative proceeding. Nothing in this Agreement affects my ability to respond to government inquiries and/or comply with any subpoenas.

I understand that the release I am giving includes claims that I do not have knowledge of at this time. I also understand that by signing this Agreement, I am giving up my right to sue or pursue any recovery for any claim or lawsuit against Supply Technologies or any of the other Released Parties for anything related to my employment with or termination from Supply Technologies that occurred prior to the date that I sign this Agreement.

6. Medicare/Medicaid Status and Satisfaction of any Reimbursement Obligations.

a. Additional Definitions:

1. "CMS" means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents, representatives, or contractors of CMS, such as the Coordination of Benefits Contractor ("COBC") or Medicare Secondary Payer Recovery Contractor ("MSPRC").
2. "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

3. "Medicare Beneficiary" means any person for whom Medicare has paid Conditional Payments for the treatment of injuries arising out of or related to the Released Matters.
 4. "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA".
 5. "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b).
 6. "Released Matter" means any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein.
- b. Medicare Status and Satisfaction of any Medicare Reimbursement Obligations. I represent that I am not enrolled in the Medicare program and was not enrolled at the time of the Released Matters or anytime thereafter through the date of this Agreement.
- c. Other Claims and Liens. I represent and warrant that no Medicaid payments have been made to or on behalf of me and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Matters. I further agree that I, and not the Released Parties, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.
- d. Indemnification. I agree to indemnify and hold harmless the Released Parties from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Amount, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any Released Matters that is subject to this Agreement or the releases set forth herein, including but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Released Parties by me or my Counsel or upon any failure of me or my Counsel to provide information; and (c) all Medicaid liens. This indemnification obligation includes all damages, double

damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of the Released Parties in connection with such claims, demands, subrogated interests, or causes of action.

7. **Remedies for Breach.** It is understood and agreed that the Released Parties expressly rely upon the promises, representations, and warranties made by me in this Agreement and in Exhibits A and B; that any breach of such promises, representations, and warranties would constitute a material breach of this Agreement; and that in the event of any such breach, the Released Parties shall be entitled to all relief and damages available in law or in equity.

8. **I Have Not Sold or Assigned Any Claims.** I am the sole legal and equitable owner of all of the rights, claims, and causes of action that I am releasing in Paragraph 5 above. I have not assigned, sold, transferred, and/or encumbered any of these rights, claims, and causes of action to anyone else. I understand that Supply Technologies is relying on my representations in making its own decision to enter into this Agreement.

9. **I Refuse Re-Employment With Supply Technologies.** I acknowledge that Supply Technologies made an unconditional offer of reinstatement to me and that I knowingly and voluntarily rejected this offer. (See Exhibit B). I refuse to accept any position currently available at Supply Technologies and reject any offer of employment that Supply Technologies makes to me now or in the future under any and all circumstances. Likewise, I waive my right to seek future employment with Supply Technologies.

I understand that Supply Technologies' payments of the amounts set forth in Paragraph 2 above were agreed to because I refused reemployment with Supply Technologies. If I am ever reinstated as an employee of Supply Technologies, I agree to voluntarily resign employment with Supply Technologies, and if I do not do so, I agree that Supply Technologies may terminate my employment based solely on this Agreement.

10. **No Admission of Wrongdoing.** I understand that neither Supply Technologies nor I are admitting any wrongdoing by signing this Agreement, and that nobody should interpret this Agreement as an admission by either Supply Technologies or myself that either of us did anything wrong or illegal.

11. **I Agree to Request Withdrawal of My EEOC/MDHR Charge and I Agree to Cooperate.** I agree to submit a request to the EEOC/MDHR to withdraw my charges against Supply Technologies with prejudice and to take any actions necessary to obtain the EEOC's approval of my request for withdrawal. If this Agreement is presented to a federal, state, or local administrative agency for approval, I agree to support any administrative agency's approval of this agreement and cooperate and perform any act necessary or requested to bring about that approval.

12. **Revoking My Release under the Age Discrimination in Employment Act and/or the Minnesota Human Rights Act.** I have the right to revoke my release of claims under the federal Age Discrimination in Employment Act of 1967 (the "ADEA"), as amended by the Older Workers Benefit Protection Act (29 U.S.C. § 621 et seq.). I also have the right to revoke my release of claims under the Minnesota Human Rights Act (the "MHRA," Minn. Stat. Chap.

363A). I understand that if I want to exercise either right, I must do so no later than fifteen (15) calendar days after I sign this Agreement. To exercise these rights, I must prepare a written document that says, in effect, "I revoke my release of claims", and I must deliver this document by hand or certified U.S. mail return receipt requested to *Wendy Butch, Human Resources Coordinator, Supply Technologies, LLC, 6065 Parkland Boulevard, Cleveland, Ohio 44124*. I understand that my revocation will not be effective unless it is delivered by hand, or sent by certified U.S. Mail return receipt requested and postmarked, no later than fifteen (15) calendar days after the date I sign this Agreement. I also understand that if I revoke my release of claims then, I will not receive the payment described in Paragraph 2 and this Agreement will become null and void.

13. *Using Supply Technologies' Mandatory Arbitration Program.* Both Supply Technologies and I agree to use the DRA, Supply Technologies' mandatory arbitration program, to resolve any dispute between us about this Agreement or its terms.

14. *No Defamation and Neutral Reference.* I agree that I will refrain from defaming Supply Technologies or the Released Parties. In exchange for the promises that I am making in this Agreement, Supply Technologies will provide a neutral employment reference setting forth my dates of employment and the position I held on the last day of my employment to prospective employers. I agree that I must direct any and all inquiries from potential future employers to the *Human Resources Coordinator, Supply Technologies, LLC, 6065 Parkland Boulevard, Cleveland, Ohio 44124, 440.947.2000*, and to no other Supply Technologies employee, agent, or representative.

15. *Mediation.* This Agreement was reached following mediation pursuant to the terms of the DRA and the Agreement to Mediate. The parties acknowledge and agree as follows:

- a. This Agreement was reached following a mediation in which the parties voluntarily participated.
- b. The parties to the mediation and this Agreement were advised, in writing, that:
 - 1) The Mediator has no duty to protect the parties' interests or provide the parties with information about their legal rights;
 - 2) Signing a mediated settlement agreement may adversely affect the parties' respective legal rights;
 - 3) The parties should consult with an attorney before signing a mediated settlement agreement if they are uncertain about their legal rights.

16. *Severability.* Supply Technologies and I intend for all of the provisions of this Agreement to be severable. If any part of this Agreement is found to be unlawful or unenforceable by any entity competent to do so, Supply Technologies and I want every other part of this Agreement to remain fully valid and enforceable to the maximum extent permitted by

law. I agree to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms and intent of this Agreement.

17. Headings. I understand that the Headings in this Agreement exist only for the sake of convenience. The Headings do not constitute part of my Agreement with Supply Technologies.

18. This Document Contains My Entire Agreement with Supply Technologies. The text of this Agreement contains the entire understanding and the entire contract between Supply Technologies and me with respect to every subject matter. There are no other agreements, contracts, or promises between the parties other than those set forth in this Agreement, and this Agreement supersedes all other earlier agreements, contracts, understandings, and promises made between the parties, whether express or implied. However, Supply Technologies and I agree that notwithstanding this Paragraph, any agreement that I have previously made with Supply Technologies to use DRA, Supply Technologies' mandatory arbitration program, will continue to be in full force and effect, as will any non-competition, non-disclosure, and confidentiality agreements that may exist between us. In making my decision to sign this Agreement, I am not relying on any promise that Supply Technologies or its employees or agents have made to me, other than the promises that are actually set forth in writing in the text of this document.

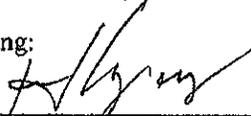
19. Joint Draft. This Agreement was drafted jointly by my attorneys and Supply Technologies' attorneys. Neither Supply Technologies nor I intend for this Agreement or any part of it to be construed against either on account of their status as the supposed drafter.

I WAS SPECIFICALLY ADVISED TO CONSULT WITH AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT AND ACKNOWLEDGE THAT I DID SO. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT WAIVES AND RELEASES RIGHTS I HAVE UNDER FEDERAL, STATE, AND LOCAL LAW, INCLUDING, BUT NOT LIMITED TO TITLE VII, THE NATIONAL LABOR RELATIONS ACT AND THE MINNESOTA HUMAN RIGHTS ACT. I HAVE BEEN AFFORDED A REASONABLE AMOUNT OF TIME TO CONSIDER THIS MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE. HAVING ELECTED THIS MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE, HAVING AGREED TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE SUMS AND BENEFITS SET FORTH IN PARAGRAPH 2 ABOVE, I FREELY, KNOWINGLY, AND AFTER DUE CONSIDERATION ENTER INTO THIS MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS I HAVE OR MIGHT HAVE.

I AGREE THAT I HAVE HAD THE OPPORTUNITY TO AND DID CONSULT WITH COUNSEL OF MY OWN CHOOSING REGARDING THIS AGREEMENT AND THAT IF I SIGN THIS AGREEMENT, I DO SO KNOWINGLY AND VOLUNTARILY AND WITHOUT ANY FRAUD, PRESSURE OR COERCION OF ANY NATURE FROM ANYONE.

I indicate my assent to this Agreement by signing below:

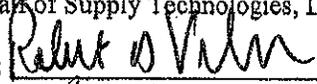
Hlee Yang:

Signed: 

Print Name: HLEE YANG

Date signed: 6-22-2012

On behalf of Supply Technologies, LLC:

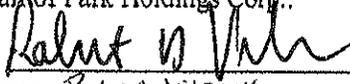
Signed: 

Print Name: Robert Vilsack

Print Title: Secretary

Date signed: 7/3/12

On behalf of Park Holdings Corp.:

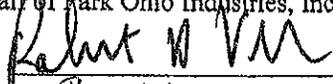
Signed: 

Print Name: Robert Vilsack

Print Title: Secretary

Date signed: 7/3/12

On behalf of Park Ohio Industries, Inc.:

Signed: 

Print Name: Robert Vilsack

Print Title: Secretary

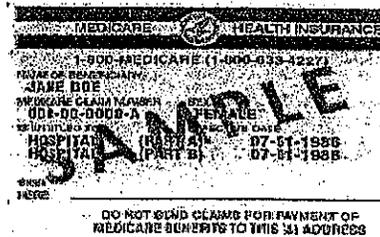
Date signed: 7/3/12

The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a "conditional payment" so as not to inconvenience the beneficiary, and recover after the other insurance pays.

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

We are asking you to answer the questions below so that we may comply with this law.

Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.



Section I

Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?												<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			
<i>If yes, please complete the following. If no, proceed to Section II.</i>																	
Full Name: <i>(Please print the name exactly as it appears on your SSN or Medicare card if available)</i>																	
Medicare Claim Number:												Date of Birth (Mo/Day/Year)					
Social Security Number: <i>(If Medicare Claim Number is Unavailable)</i>												Sex		<input type="checkbox"/> Female		<input type="checkbox"/> Male	

Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

HEE YANG
 Claimant Name (Please Print)

N/A
 Claim Number

HEE YANG
 Name of Person Completing This Form if Claimant is Unable (Please Print)

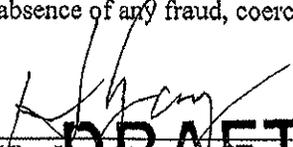
H. Yang
 Signature of Person Completing This Form

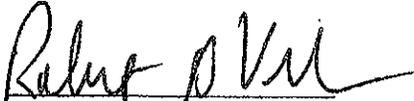
1-27-12
 Date

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

Exhibit B

Supply Technologies and Hlee Yang hereby acknowledge that Supply Technologies, LLC made an unconditional offer of reinstatement to Hlee Yang and that Hlee Yang knowingly and voluntarily rejected this offer. Hlee Yang further acknowledges that he rejected this offer in the absence of any fraud, coercion or duress.


Hlee Yang **DRAFT**


On Behalf of Supply Technologies, LLC

6-22-2012
Date

7/3/12
Date

EXHIBIT I

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) ss:

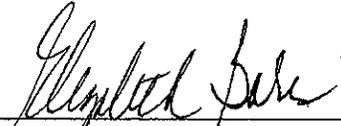
AFFIDAVIT

NOW COMES **Elizabeth Boris**, being of lawful age, sound mind, and first duly sworn and cautioned pursuant to law, deposes and states as follows:

1. I have been employed by Park Ohio Industries, Inc. (“Park Ohio”) as its Vice President of Human Resources throughout the time period relevant to the issues raised in *Supply Technologies, LLC v. Teamster Local 120*, National Labor Relations Board (“NLRB”) Case No.: 18-CA-19587.
2. Supply Technologies, LLC (“Supply Technologies”) is a subsidiary of Park Ohio.
3. My employment duties include reviewing documents related to mediation and arbitration demands of current and former Supply Technologies’ employees bound to the Dispute Resolution Agreement including those of Hlee Yang, Kham Seng Lee and Charlie Lee.
4. As a result of my employment with the Park Ohio during this period, I have firsthand knowledge of the authenticity of the following exhibits attached to the Supply Technologies’ Motion to Reopen the Record in NLRB Case No.: 18-CA-19587 (the “Motion”):
 - a. Exhibit A to the Motion is a true copy of a letter from Adrianna Shannon to me dated October 21, 2011.
 - b. Exhibit C to the Motion is a true copy of a letter from Adrianna Shannon to me dated February 8, 2012.
 - c. Exhibit D to the Motion is a true copy of the Binding Mediated Settlement Agreement between Charlie Lee and Supply Technologies, Park Ohio Industries and Park Ohio Holding Corporation dated January 17, 2012.
 - d. Exhibit E to the Motion is a true copy of the Mediated Settlement Agreement between Charlie Lee and Supply Technologies, Park Ohio Industries and Park Ohio Holding Corporation.

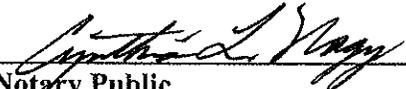
- e. Exhibit F to the Motion is a true copy of the Mediation Term Sheet between Hlee Yang and Supply Technologies, Park Ohio Industries and Park Ohio Holding Corporation dated January 18, 2012 .
- f. Exhibit G to the Motion is a true copy of the Mediated Settlement Agreement between Hlee Yang and Supply Technologies, Park Ohio Industries and Park Ohio Holding Corporation.

FURTHER AFFIANT SAYETH NAUGHT.


Elizabeth Boris

SWORN TO BEFORE ME and subscribed in my presence this 11th day of July 2012.




Notary Public

CYNTHIA L. NAGY
NOTARY PUBLIC - STATE OF OHIO
Recorded in Lake County
My commission expires Jan. 2, 2013