

**EXHIBIT A**

1 Richard P. CAPUTO, ESQ. (State Bar No. 027247)  
1027 West Taylor Street  
2 San Jose, CA 95126  
Telephone: (408) 293-9522  
3 Facsimile: (408) 287-1639

4 Mediator

5  
6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7 IN AND FOR THE COUNTY OF SAN MATEO

8 PHILLIPP PUNTERO

9 Plaintiff,

10 v.

11 TYCO ELECTRONICS, INC., ROPER  
12 WHITNEY OF ROCKFORD, INC., and DOES  
1 to 100,

13 Defendants.

Case No.: CIV 426369

STIPULATION FOR SETTLEMENT  
[C.C.P. §664.6]

14 AND RELATED CROSS-ACTIONS  
15

16  
17 This case having come before Richard P. Caputo, Esq., agreed mediator, for a mediation, on  
18 October 20, 2004, and Plaintiff Phillip Puntero ("Plaintiff"), Roper Whitney of Rockford, Inc.  
19 ("Roper Whitney"), Roper Whitney's insurance carrier, Harleysville Insurance ("Harleysville"),  
20 Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation) ("Met-Coil") and Gulf Underwriters  
21 Insurance Company ("Gulf"), Met-Coil's excess insurer (Harleysville, Gulf, and together with  
22 Plaintiff, Roper Whitney and Met-Coil, the "Parties"), having conferred, it is hereby stipulated that  
23 this matter is deemed settled pursuant to the following terms and conditions (the "Agreement"):

24 1. Roper Whitney, Met-Coil and Gulf shall pay to Plaintiff and to his attorney's law firm of  
25 Bernard, Balgley & Bonaccorsi ("Attorney"), the applicable, specific sums as hereinafter set forth in  
26 full settlement and compromise of the above action/dispute, including attorneys' fees and expenses,  
27 (whether of Attorney or Plaintiff's bankruptcy counsel), and in release and discharge of any and all  
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1 claims and causes of action arising out of the events or incidents that are the subject of this dispute  
2 and/or are referred to in the pleadings in this action:

3 a) Roper Whitney or Harleysville shall pay Plaintiff and his Attorney the sum of  
4 \$60,000.00 within ten (10) days of final execution of this Stipulation.

5 b) On August 26, 2003, Met-Coil filed a voluntary petition for relief under chapter 11  
6 of title 11 of the United States Code thereby commencing the bankruptcy case captioned In Re Met-  
7 Coil Systems Corporation, United States Bankruptcy Court For the District of Delaware, Case No.  
8 03-12676 (MPW) ("Bankruptcy Proceeding"). In conjunction with the terms of the Fourth  
9 Amended Chapter 11 Plan of Reorganization in the Bankruptcy Proceeding proposed by Met-Coil  
10 Systems Corporation and Mestek, Inc., as Co-Proponents, dated June 22, 2004 (including all  
11 amendments and modifications thereof and exhibits thereto, the "Plan"), Plaintiff shall have an  
12 allowed Class 4.3 claim in the amount of \$71,428.57 ("Settlement Claim"), the treatment of which  
13 for distribution purposes is set forth in the Plan. The Co-Proponents shall cooperate and utilize  
14 their best efforts in the Bankruptcy Proceeding to seek approval of the Settlement Claim and release  
15 of payment.

16 c) Gulf, on behalf of Met-Coil, shall pay Plaintiff and his Attorney the sum of  
17 \$10,000.00 within ten (10) days of final execution of this Agreement.

18 All of the foregoing payments shall be via check made payable to Plaintiff's Attorney's trust  
19 account, as follows: **BERNARD, BALGLEY & BONACCORSI**, as Trustee for Philipp  
20 Puntero. No Party shall have any responsibility for the payment obligations of the other Parties set  
21 forth above. The release of one Party pursuant to Section 2 below (a) shall not be dependent upon  
22 the satisfaction of any other Parties' payment obligations herein, (b) shall be effective upon  
23 Plaintiff's receipt of the specific settlement funds from such Party and (c) shall be effective without  
24 further action by Plaintiff or the Attorney.

25 2. Plaintiff, on behalf of himself and his past, present and future spouses, agents, personal  
26 representatives, attorneys (including the Attorney and his bankruptcy counsel), heirs, executors,  
27 administrators, successors and assigns, hereby releases, remises, acquits and forever discharges  
28 Roper Whitney, Met-Coil and Gulf and each of their respective past, present, and future

1 predecessors, parents, members, divisions, subsidiaries, affiliates, related entities, successors.  
2 successors-in-interest, assigns, directors, officers, employees, shareholders, agents, representatives.  
3 attorneys, owners, insurance companies and partners from any and all claims, contracts, demands.  
4 causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and  
5 expenses, obligations, agreements, covenants, damages, costs and expenses, whether known or  
6 unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or  
7 contingent, whether yet accrued or not, whether damage has resulted or not, whether in law or in  
8 equity, whether arising out of agreement or imposed by statute, common law or otherwise of any  
9 kind, nature or description which Plaintiff has, may have had or may hereafter assert, arising from  
10 or related in any way to the above-referenced case, the events or incidents underlying such case or  
11 Proof of Claim No. 154 that Plaintiff filed in the Bankruptcy Proceeding.

12 3. Roper Whitney, Met-Coil and Gulf, on behalf of themselves and their past, present and  
13 future predecessors, parents, members, divisions, subsidiaries, affiliates, related entities, successors,  
14 successors-in-interest, assigns, directors, officers, employees, shareholders, agents, representatives,  
15 attorneys, owners, insurance companies and partners hereby release, remise, acquit and forever  
16 discharge each other and their respective past, present, and future predecessors, parents, members,  
17 divisions, subsidiaries, affiliates, related entities, successors, successors-in-interest, assigns,  
18 directors, officers, employees, shareholders, agents, representatives, attorneys, owners, insurance  
19 companies and partners from any and all claims, contracts, demands, causes of action, disputes,  
20 controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations,  
21 agreements, covenants, damages, costs and expenses, whether known or unknown, whether  
22 anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether  
23 yet accrued or not, whether damage has resulted or not, whether in law or in equity, whether arising  
24 out of agreement or imposed by statute, common law or otherwise of any kind, nature or description  
25 which each of them has, may have had or may hereafter assert arising from or related in any way to  
26 the above-referenced case, or the events underlying such case or Proof of Claim No. 154 that  
27 Plaintiff filed in the Bankruptcy Proceeding.

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1 4. Plaintiff shall fully protect, indemnify and hold harmless each of Roper Whitney, Mc  
2 Coil and Gulf and each of their respective past, present and future predecessors, parents, divisions  
3 subsidiaries, affiliates, related entities, successors, successors-in-interest, assigns, directors, officers  
4 employees, shareholders, agents, representatives, attorneys, contractors, subcontractors  
5 independent contractors, owners, insurance companies and partners in said action/disputed claim  
6 (and their liability insurance carrier(s)) against any and all causes of action, judgments, claims,  
7 liens, subrogation claims and other rights that may be asserted by any person to any part of the  
8 amounts payable pursuant to Section 1 above, or to share in any recovery or settlement proceeds  
9 received by the Plaintiff in connection with the above-captioned action including, but not limited to,  
10 any causes of action, judgments, claims, liens, subrogation claims and other rights asserted by any  
11 medical care provider and/or workers compensation insurer seeking recovery for payments made to  
12 or on behalf of, Plaintiff and/or his employer.

13 5. Contemporaneously with Met-Coil's payment to the Plaintiff and the Attorney in  
14 accordance with Section 1 above, Met-Coil shall seek approval of this Agreement by filing this  
15 Agreement under certification of counsel in the Bankruptcy Proceeding with respect to settlement  
16 Proof of Claim No. 154 and the Debtor's Second Omnibus Objection (Substantive) to Certain  
17 Claims Pursuant to Section 502 of the Bankruptcy Code, Rule 3007 of the Federal Rules of  
18 Bankruptcy Procedure and Rule 3007-1 of the Local Rules of Bankruptcy Procedure as it applies to  
19 Proof of Claim No. 154 filed by Plaintiff.

20 6. Within two Business Days of the later of (1) receipt of the payments set forth in Section  
21 1 or (2) the entry of an order in the Bankruptcy Proceeding approving this Agreement, Plaintiff  
22 shall file a Stipulation of Dismissal With Prejudice with respect to the above-referenced matter,  
23 each party to bear its own costs and attorneys' fees.

24 7. Any provisions of Evidence Code §1152.5 notwithstanding, this Agreement may be  
25 enforced by any Party by a motion under Code of Civil Procedure §664.6 or by any other procedure  
26 permitted by law in the Superior Court of the State of California, County of San Mateo, with the  
27 court to retain jurisdiction over the Parties to enforce the settlement until performance in full of the  
28 terms of the settlement. The United States Bankruptcy Court for the District of Delaware shall

1 maintain jurisdiction to enforce this Agreement against Met-Coil until its performance in full of  
2 the terms of the settlement.

3 8. The provisions of the Confidentiality Agreement signed by the Parties relative to this  
4 mediation are waived for purposes of enforcing this agreement pursuant to C.C.P. §664.6.

5 9. This Agreement does not constitute an admission by Roper Whitney, Met-Coil and Gult  
6 of any violation of any state statute or regulation, or of any fact, condition, circumstance, violation  
7 of law or standard or liability in law or equity arising out of or in any way related to this case. This  
8 Agreement is being entered into solely to settle and compromise any and all disputes within the  
9 scope of this Agreement among the Parties. This Agreement and any settlement discussion shall  
10 not be admissible in any proceeding, whether by claim or defense, as evidence or an admission of  
11 any kind, except that in a proceeding to enforce the provisions of this Agreement, any settlement  
12 discussions shall be admissible as evidence solely for purposes of that proceeding. In any action or  
13 litigation to enforce any of the provisions or rights under this Agreement, each Party to such action  
14 shall bear its own attorneys' fees and costs.

15 10. Unless otherwise stated herein, each Party will bear its own attorneys' fees, expenses and  
16 court costs with respect to the above-referenced case and the negotiation and drafting of this  
17 Agreement; provided, however that each Party shall pay the mediation fees in the proportions  
18 previously agreed upon by said Parties. It is understood that neither Plaintiff nor Plaintiff's  
19 Attorney shall bear any mediation fees as payment for mediation fees was excused by the San  
20 Mateo County Superior Court due to the indigency of Plaintiff.

21 11. All Parties entering into this Agreement have the capacity and authority to do so, and no  
22 third party has any rights which could affect the validity or legality of this Agreement. Each  
23 signatory to this Agreement, likewise, to the extent he or she is signing in a representative capacity  
24 on behalf of a Party to this Agreement, has the power, authority and capacity to execute this  
25 Agreement and to agree to the terms of same on behalf of the Party for whom he or she purports to  
26 sign.

1           12. To the extent that any provision of this Agreement may be held to be invalid or legal  
2 unenforceable by a court of competent jurisdiction, the Parties agree that the remaining provision  
3 of this Agreement shall not be affected and shall be given full force and effect.

4           13. This Agreement constitutes the entire agreement among the Parties, and there are no  
5 terms, representations, agreements, understandings or covenants, oral or otherwise, that are not  
6 incorporated into this Agreement. The terms of this Agreement supersede and terminate all prior  
7 oral and written agreements and communications between or among the Parties with respect to the  
8 matters addressed by this Agreement. The Parties agree that there were no inducements or  
9 representations leading to the execution of this Agreement, except as contained herein.

10           14. This Agreement has been negotiated and drafted by all Parties and their representatives.  
11 The Parties to this Agreement represent that they have read and understand this Agreement and  
12 have consulted with their respective counsel concerning its legal effect. No rule of construction  
13 shall apply to this Agreement construing its provisions in favor of or against any Party.

14           15. This Agreement may be amended or modified only by a written instrument signed by all  
15 of the Parties to this Agreement.

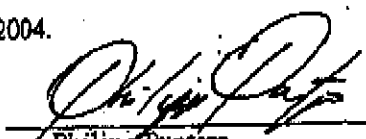
16           16. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and  
17 their respective past, present and future officers, directors, shareholders, parents, subsidiaries,  
18 affiliates, agents, servants, employees, heirs, transferees, successors, assigns, attorneys and  
19 representatives.

20           17. This Agreement may be executed in counterparts, and by facsimile signature, each of  
21 which shall be deemed an original, but all of which together shall constitute one and the same  
22 instrument.

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IN WITNESS WHEREOF, the Parties have read and understood the terms and conditions  
this Agreement and agree to be bound by all of its provisions.

Dated: 12/2, 2004.

  
\_\_\_\_\_  
Philipp Puntero  
Plaintiff

BERNARD, BALGLEY & BONACCORSI  
  
\_\_\_\_\_  
Attorney for Plaintiff

ROPER WHITNEY OF ROCKFORD, INC.

By: \_\_\_\_\_  
Its \_\_\_\_\_  
McKAY, BYRNE & GRAHAM  
\_\_\_\_\_  
Attorney for Defendant and Cross-Complainant  
Roper Whitney

HARLEYSVILLE INSURANCE

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation)

By: \_\_\_\_\_  
Its \_\_\_\_\_  
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER  
\_\_\_\_\_  
Attorney for Defendant and Cross-Defendant  
Met-Coil Systems



GULF UNDERWRITERS INSURANCE COMPANY

By: \_\_\_\_\_  
Its:

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1 IN WITNESS WHEREOF, the Parties have read and understood the terms and conditions of  
2 this Agreement and agree to be bound by all of its provisions.

3 Dated: \_\_\_\_\_, 2004,

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5 \_\_\_\_\_  
6 Philipp Puzero  
7 Plaintiff

8 BERNARD, BALGLEY & BONACCORSI

9 \_\_\_\_\_  
10 Attorney for Plaintiff

11 ROGER WHITNEY OF ROCKFORD, INC.

12 \_\_\_\_\_  
13 By:  
14 Its

15 MCKAY, BYRNE & GRAHAM

16 \_\_\_\_\_  
17 Attorney for Defendant and Cross-Complainant  
18 Roger Whitney

19 HARLEYSVILLE INSURANCE

20 \_\_\_\_\_  
21 By:  
22 Its

23 Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation)

24 \_\_\_\_\_  
25 By: *Chad F. Kump*  
26 Its: *President & CEO*

27 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER

28 \_\_\_\_\_  
29 Attorney for Defendant and Cross-Defendant  
30 Met-Coil Systems

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1 IN WITNESS WHEREOF, the Parties have read and understood the terms and conditions of  
2 this Agreement and agree to be bound by all of its provisions.

3 Dated: \_\_\_\_\_, 2004.

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5 \_\_\_\_\_  
6 Philipp Puntero  
7 Plaintiff

8 BERNARD, BALGLEY & BONACCORSI

9 \_\_\_\_\_  
10 Attorney for Plaintiff

11 ROPER WHITNEY OF ROCKFORD, INC.

12 By: \_\_\_\_\_  
13 Its

14 McKAY, BYRNE & GRAHAM

15 \_\_\_\_\_  
16 Attorney for Defendant and Cross-Complainant  
17 Roper Whitney

18 HARLEYSVILLE INSURANCE

19 By: \_\_\_\_\_  
20 Its

21 Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation)

22 By: \_\_\_\_\_  
23 Its

24 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER

25 \_\_\_\_\_  
26 *Wilson Elser Moskowitz Edelman & Dickers*  
27 Attorney for Defendant and Cross-Defendant  
28 Met-Coil Systems