

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WISCONSIN

WEATHER SHIELD MFG., INC.

Plaintiff,

Case No. 17-CV-294

v.

DANIEL DROST,

Defendant.

STIPULATED JUDGMENT AND ORDER OF DISMISSAL

IT IS HEREBY STIPULATED by and between Plaintiff Weather Shield Mfg., Inc. ("Weather Shield"), by and through its attorneys, Lindner & Marsack, S.C., and Defendant Daniel Drost ("Drost"), by and through his attorneys, Godfrey & Kahn, S.C., that:

1. Drost was employed by Weather Shield for nearly 24 years.
2. On March 31, 2017, Drost resigned his employment as Weather Shield's Director of Sales.
3. Upon his departure from Weather Shield, Drost took with him certain confidential electronic and hard-copy information generated by him or other Weather Shield employees.
4. Drost now recognizes and acknowledges that he wrongfully took such information with him upon resigning from Weather Shield. Drost is no longer in possession of any of Weather Shield's information.
5. By taking hard copies of Weather Shield's information with him upon his resignation, and other Weather Shield property, Drost converted property belonging to Weather Shield by dispossessing Weather Shield of its property until the time Drost returned it to Weather Shield.

6. Drost was subject to a duty of loyalty while employed by Weather Shield as its Director of Sales.

7. Drost breached his duty of loyalty to Weather Shield in the closing days of his employment with Weather Shield by taking Weather Shield's information. Drost did not share this information with his new employer, but Drost acknowledges Weather Shield's concern that the information could have been shared with his new employer.

8. Within 60 days of dismissal of this action, Drost pays Weather Shield a lump sum payment of \$5,000.

9. The Court enter a stipulated order of judgment for Plaintiff Weather Shield on Count IV – Breach of the Duty of Loyalty, and Count VI – Conversion.

10. Notwithstanding any claims, filings or settlement offers, the above captioned action be dismissed with prejudice as set forth in this stipulation with each party bearing its own costs and attorney fees.

Dated this 4th day of September, 2018.

LINDNER & MARSACK, S.C.

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ORDER

PURSUANT TO THE PARTIES' STIPULATION, the Court enters a stipulated order of judgment for Plaintiff Weather Shield Mfg., Inc. ("Weather Shield"), as to Count IV – Breach of the Duty of Loyalty, and Count VI – Conversion; and dismisses the action with prejudice as set forth in the above stipulation with each party bearing its own costs and attorney fees.

BY THE COURT:



JAMES D. PETERSON
District Judge

Entered this 7th day of September, 2018


Peter Oppeneer
Peter Oppeneer, Clerk of Court