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**Attorneys for Plaintiffs:**  
 11 THE NISSAN FIRE AND MARINE  
 INSURANCE COMPANY, LTD., and  
 12 HITACHI DATA SYSTEMS CORP.

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13 **UNITED STATES DISTRICT COURT**  
 14 **NORTHERN DISTRICT OF CALIFORNIA**  
 15 **(SAN FRANCISCO DIVISION)**

16 THE NISSAN FIRE AND MARINE	)	CASE NO.: C 02-02516 JSW
17 INSURANCE COMPANY, LTD., AND	)	
18 HITACHI DATA SYSTEMS CORP.,	)	<b>STIPULATION FOR DISMISSAL;</b>
	)	<b>PROPOSED ORDER</b>
19 Plaintiffs,	)	
	)	
20 v.	)	FRCP 41(a)(1)(ii)
	)	
21 M AND CATHAY PACIFIC AIRWAYS, LTD.,	)	
22	)	
23 Defendants.	)	
	)	
	)	
	)	
	)	

26 It is hereby stipulated by and between the Plaintiffs THE NISSAN FIRE AND MARINE  
 27 INSURANCE COMPANY, LTD. and HITACHI DATA SYSTEMS CORP., (collectively  
 28 ‘NISSAN’ or ‘Plaintiffs’) and Defendant BAX GLOBAL INC. (“defendant” or “BAX”)

1 through the parties' counsel of record, and requested that, a settlement of this matter having been  
2 concluded, that the above-entitled action be dismissed with prejudice pursuant to Rule  
3 41(a)(1)(ii) of the Federal Rules of Civil Procedure.

4 This stipulation and dismissal completely terminates in its entirety the above-entitled  
5 action including all claims for relief against all parties and all appeals. Each party will bear its  
6 own attorneys' fees and costs.

7 The parties hereto also request that this Court retain jurisdiction in order to enforce the  
8 terms and conditions of the settlement and release.

9 Dated: December 3, 2009

**LAW OFFICES OF GEORGE W. NOWELL**

11 By:           /S/ PAUL B. ARENAS            
12 **PAUL B. ARENAS**  
13 **Attorneys for Defendant**  
14 **BAX GLOBAL, INC.**

15 Dated: December 3, 2009

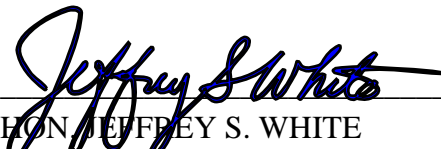
**GIBSON ROBB & LINDH**

17 By:           /S/ MICHAEL J. CUMMINS            
18 **MICHAEL J. CUMMINS**  
19 **Attorneys for Plaintiff**  
20 **THE NISSAN FIRE AND MARINE INSURANCE**  
21 **COMPANY, LTD., AND HITACHI DATA**  
22 **SYSTEMS CORP.,**

**ORDER**

23 Pursuant to the parties stipulation, the action is dismissed. However, the Court declines to retain  
24 jurisdiction over the settlement and release.  
25 **IT IS SO ORDERED.**

26 Dated: December 7, 2009, 2009

  
27 **HON. JEFFREY S. WHITE**  
28 **United States District Court**  
**Northern District of California**

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