

E-filing

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10 Attorneys for Defendant
11 GLIMMERGLASS NETWORKS, INC.

12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE NORTHERN DISTRICT OF CALIFORNIA

14 TERILOGY CO., LTD.,
15 Plaintiff,
16 vs.
17 GLIMMERGLASS NETWORKS, INC.,
18 Defendant.

CASE No. 3:08-CV-03364 EMC

**[PROPOSED] ORDER AND
STIPULATION TO STAY THE
LITIGATION IN ORDER TO FINALIZE
SETTLEMENT AND CONTINUE THE
TRIAL DATE AND RELATED COURT
DEADLINES IN ACCORDANCE WITH
THE STAY**

[N.D.L.R. 7-12]

Magistrate Judge Edward M. Chen
Courtroom C, 15th Floor

INTRODUCTION

21 Under the auspices of this Court's Mediation Program, Defendant
22 GLIMMERGLASS NETWORKS, INC. ("Defendant") and Plaintiff TERILOGY CO., LTD.
23 ("Plaintiff") reached a conditional settlement on Monday, March 9, 2009, with the assistance of
24 mediator Richard Collier, Esq. The condition is the exercise by Plaintiff, which is currently one of
25 Defendant's shareholders, of an option requiring the payment of money to Defendant to maintain
26 its status as preferred shareholder ("pay to play"). In order to determine whether or not to
27 exercise the option and make the payment to Defendant, Plaintiff needs time to evaluate certain
28 confidential financial information that Defendant has agreed to furnish. If Plaintiff elects to

1 exercise the option and make the payment to Defendant, under the terms of the conditional
2 agreement (1) Defendant will make an agreed payment to Plaintiff, (2) Plaintiff and Defendant
3 will release each other of all claims they have against each other, and (3) Plaintiff and Defendant
4 will request this Court to dismiss this case. The parties have agreed that Plaintiff shall have until
5 April 3, 2009, to exercise the option. As noted, if Plaintiff exercises the option, this case will be
6 over. If it does not exercise the option, there will be no settlement. The terms of this conditional
7 settlement agreement are set forth in writing and have been signed by the parties. This recitation
8 is not intended to supersede, amend or modify that written conditional settlement agreement.

9 In order to facilitate and enhance the prospects for final settlement of this matter,
10 the Parties desire to reduce the costs of litigation and have agreed to stipulate to and request the
11 Court to stay the litigation during the time that Plaintiff is evaluating whether or not to exercise
12 the option, to wit, until April 6, 2009, and to continue the trial for the same period of time, to wit,
13 until November 30, 2009.

14 This Stipulation and the request to the Court embodied herein are made pursuant to
15 that agreement.

16 **STIPULATION**

17 Therefore, in furtherance of the parties' conditional settlement agreement, the
18 parties herein, by and through their attorneys of record, hereby stipulate and agree as follows:

19 1. Defendant GLIMMERGLASS NETWORKS, INC. ("Glimmerglass") and
20 Plaintiff TERILOGY, INC. ("Plaintiff"), hereby stipulate to stay the entirety of the litigation for
21 one month in order to finalize the conditional settlement agreement reached on Monday, March
22 9, 2009, and respectfully request the Court to order said stay;

23 2. As a consequence of the stay, the parties also stipulate to a continuance of
24 the trial of this matter and respectfully request that the Court continue for approximately one
25 month the trial date, currently set for November 2, 2009, to November 30, 2009;and

26 3. The parties further respectfully request that the Court continue for one
27 month the pretrial conference and all court appearances and deadlines currently scheduled in the
28 Court's Case Management and Pretrial Order of October 20, 2008.

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Dated: March 16, 2009

LONG & LEVIT LLP

By Howard M. Garfield
HOWARD M. GARFIELD
JASON A. GELLER
DAVID S. MCMONIGLE

Attorneys for Defendant
GLIMMERGLASS NETWORKS, INC.

Dated: March 16, 2009

FARELLA BRAUN & MARTEL LLP

By [Signature]
MARK D. PETERSEN
SEBASTIAN A. JEREZ

Attorneys for Plaintiff
TERILOGY CO., LTD.

ORDER

Pursuant to the stipulation of the parties, IT IS ORDERED THAT the trial of this matter ~~is continued to~~ ^{remains to begin at} 8:30 A.M., Monday, November 30², 2009, in Courtroom D, 15th Floor, 450 Golden Gate, San Francisco, CA 94102. The Case Management and Pretrial Order of October 20, 2008, is amended in the following respects only:

1. All non-expert discovery shall be completed by 7/22/2009.
2. Experts shall be disclosed and reports provided by 7/22/2009.
3. Rebuttal experts shall be disclosed and reports provided by 8/04/2009.
4. All discovery from experts shall be completed by 8/20/2009.
5. The last day for hearing dispositive motions shall be ~~9/19/2009~~ ^{9/2/09}.
6. A pretrial conference shall be held on ~~11/7/2009~~ ^{10/2/09} at 3:00 p.m. in Courtroom C15th Floor.
7. By ~~10/22/2009~~ ^{9/2/09}, lead counsel shall meet and confer regarding the matters

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set forth in paragraph 5 b of the Order.

8. By ^{10/5/09}~~11/2/2009~~, counsel and/or parties shall serve and file a joint pretrial statement as specified in paragraph 5 (c) (1) of the Order.

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9. By ^{10/5/09}~~11/2/2009~~, counsel shall serve and file the papers described in paragraph 5 (c) (2) of the Order.

10. By ^{10/5}~~11/2/2009~~, after meeting and conferring in a good faith attempt to resolve any objections, counsel and/or parties shall serve and file the papers described in paragraph d of the Order.

Dated: March 19, 2009



United States Mag. Judge Edward M. Chen

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