

1 CHRISTIAN J. MARTINEZ (CA State Bar No. 215360)
 2 2500 Dean Leshner Drive, Suite A
 3 Concord, CA 94520
 4 Telephone: (925) 689-1200
 5 Facsimile: (925) 689-1263
 6 cmartinez@copypro.com

7 RICHARD ESTY PETERSON (CA State Bar No. 41013)
 8 1905-D Palmetto Avenue
 9 Pacifica, CA 94044
 10 Telephone: (650) 557-5708
 11 Facsimile: (650) 557-5716
 12 sfreptile@mac.com

13 Attorneys for Plaintiff
 14 WORDTECH SYSTEMS, INC.

15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

18 WORDTECH SYSTEMS INC.,
 19 Plaintiff,
 20 v.
 21 MICROTECH SYSTEMS, INC., a California
 22 corporation, CORWIN NICHOLS, CRANEL, INC.
 23 MASTER RECORDING SUPPLY, INC.,
 24 DISCOUNT MEDIA PRODUCTS LLC
 25 and DOES 1-15,
 26 Defendants.

Case No.: C-08-04027 MHP

**STIPULATION AND ~~PROPOSED~~ ORDER
 OF DISMISSAL OF ACTION WITH
 PREJUDICE [FRCP 41]**

**JUDGE: HON. MARILYN HALL PATEL
 TRIAL DATE: NONE**

AND RELATED COUNTERCLAIMS

27 WHEREAS, Plaintiff Wordtech Systems, and Defendants/Counterclaimants Microtech
 28 Systems, Inc., Corwin Nichols, Cranel, Inc., Discount Media Products LLC, and Master Recording
 Supply Inc. (collectively, "Parties") have settled the above action;

//

Wordtech Systems Inc.

Wordtech Systems Inc.

1 WHEREAS, The Parties intend a settlement agreement to be the full and final resolution of all
2 claims and counterclaims in the above action;

3 THEREFORE, It is hereby stipulated that:

4 1. The above-entitled case shall be dismissed with prejudice as to all Parties and all claims
5 and counterclaims;

6 2. The settlement agreement, fully-executed on July 31, 2009, between the Parties is
7 incorporated in this Order as though fully set forth herein;

8 3. The Court shall retain jurisdiction to enforce the terms of the settlement agreement and
9 the settlement agreement shall be enforceable upon motion by any Party pursuant to California Code of
10 Civil Procedure Section 664.6 or similar applicable state or federal authority to enforce the settlement
11 agreement's terms; and

12 4. The parties shall bear their own costs, expenses, and attorneys' fees.

13
14 It is so stipulated:

15 s/ Val D. Hornstein /s

Dated: August 10, 2009

16 Val D. Hornstein
17 Attorney for Defendants and Counter-
18 Claimants MICROTECH SYSTEMS, INC.,
19 CORWIN NICHOLS, CRANEL, INC.
20 MASTER RECORDING SUPPLY, INC.,
DISCOUNT MEDIA PRODUCTS LLC

21 s/ Christian J. Martinez /s

Dated: August 10, 2009

22 Christian J. Martinez
23 Attorney for Plaintiff

24 IT IS SO ORDERED.

25
26 DATED: 8/11/2009

