

1 DANIEL KAYLOR (State Bar No. 99831)
 HARRISON & KAYLOR
 2 16400 Lark Ave., Ste. 250
 Los Gatos, CA 95032
 3 Telephone: 408-358-7700
 Facsimile: 408-358-7701
 4 Email:

5 JEFFREY G. KNOWLES (State Bar No. 129754)
 KATHLEEN F. McCONNELL (State Bar No. 239479)
 6 COBLENTZ, PATCH, DUFFY & BASS LLP
 One Ferry Building, Suite 200
 7 San Francisco, California 94111-4213
 Telephone: 415.391.4800
 8 Facsimile: 415.989.1663
 Email: ef-jgk@cpdb.com
 9 Email: ef-kfm@cpdb.com

10 CHARLES C. MAIER (admitted pro hac vice)
 GRAY PLANT MOOTY
 11 500 IDS Center
 80 South Eighth Street
 12 Minneapolis, MN 55402
 Telephone: 612-632-3242
 13 Facsimile: 612-632-4242
 Email: Charles.Maier@gpm.com

14 Attorneys for Defendant
 15 WENGER CORPORATION

17
 18 UNITED STATES DISTRICT COURT
 19 NORTHERN DISTRICT OF CALIFORNIA

20 BALDUR SYSTEMS CORPORATION, a
 21 California corporation,
 22 Plaintiff,
 23 v.
 24 WENGER CORPORATION, a Minnesota
 corporation, and DOES 1-20,
 25 Defendants.
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Case No. 11-CV-4396 SI

**STIPULATION RE: DISMISSAL WITH
 PREJUDICE OF ENTIRE ACTION;
 [~~PROPOSED~~] ORDER**

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This Stipulation is entered into by and between Baldur Systems Corporation ("Baldur"), on the one hand, and Wenger Corporation ("Wenger"), on the other hand. Baldur and Wenger may be referred to herein severally as a "Party" or jointly as the "Parties."

This Stipulation is made with reference to the following recitals:

WHEREAS, on July 26, 2011, the complaint in this action was filed in the Superior Court of the State of California, County of Alameda; and

WHEREAS, on September 2, 2011 Wenger removed this action to federal court;

WHEREAS on September 9, 2011, Wenger filed its answer to the complaint; and

WHEREAS, Baldur and Wenger have entered into a settlement agreement, pursuant to which this action is to be dismissed with prejudice; and

WHEREAS, Rule 41(a) of the Federal Rules of Civil Procedure requires a stipulation of dismissal in order that Baldur may dismiss this action; and

WHEREAS, the Parties have agreed that each shall bear its own attorneys' fees and costs; and

WHEREAS, the Parties agree that Baldur shall file this Stipulation with the Court for an order thereon;

NOW THEREFORE, subject to the Court's approval, Baldur and Wenger, by and through their respective undersigned counsel, hereby stipulate as follows:

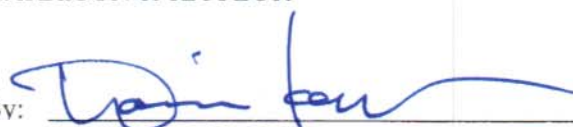
1. The foregoing recitals are hereby incorporated by this reference.
2. This action shall be dismissed with prejudice in its entirety, each party to bear its own attorneys' fees and costs.
3. Baldur shall file this Stipulation with the Court for an order thereon.

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DATED: January 5, 2012

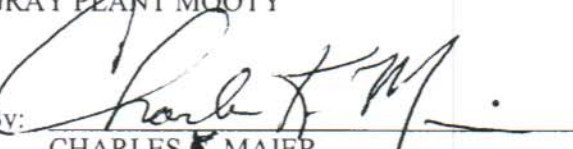
Respectfully submitted,

HARRISON & KAYLOR

By: 

DANIEL KAYLOR
Attorneys for Plaintiff
BALDUR CORPORATION

GRAY PLANT MOOTY

By: 

CHARLES C. MAIER
Attorneys for Defendant
WENGER CORPORATION

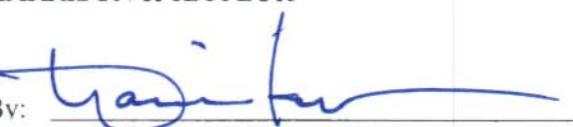
ATTESTATION OF CONCURRENCE

I, Daniel Kaylor, as the ECF user and filer of this document, attest that, pursuant to General Order No. 45(X)(B), concurrence in the filing of this document has been obtained from Charles C. Maier, the above signatory.

DATED: January 5, 2012

Respectfully submitted,

HARRISON & KAYLOR

By: 

DANIEL KAYLOR
Attorneys for Plaintiff
BALDUR CORPORATION

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[PROPOSED] ORDER

Pursuant to the foregoing Stipulation, IT IS HEREBY ORDERED that this action is hereby DISMISSED WITH PREJUDICE in its entirety, each party to bear its own attorneys' fees and costs.

DATED: 1/10/12



Hon. Susan Illston
United States District Judge