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 TRANSLINK, INC.  
 9

10 UNITED STATES DISTRICT COURT  
 11 NORTHERN DISTRICT OF CALIFORNIA

12 BIGGE CRANE AND RIGGING CO. a  
 California corporation,  
 13

Plaintiff,  
 14

v.  
 15

16 TRANSLINK, INC., a purported corporation;  
 and DOES 1-25, inclusive,

Defendants.  
 17

No. C 10-03530 LB

[Alameda County Superior Court Case No. RG 10  
 510017]

**STIPULATION BETWEEN  
 PLAINTIFF BIGGE CRANE AND  
 RIGGING CO. AND DEFENDANT  
 TRANSLINK, INC. AND [PROPOSED]  
 ORDER THAT TRANSLINK TEXAS  
 DOES NOT HAVE TO RESPOND TO  
 PLAINTIFF'S COMPLAINT**

**Complaint Filed: April 16, 2010**  
 18

19 This stipulation is entered into between Plaintiff BIGGE CRANE AND RIGGING CO.,  
 20 INC., a California corporation, and TRANSLINK, INC., a corporation incorporated in Texas  
 21 and existing under Texas law ("TRANSLINK TEXAS ") with respect to this action initially  
 22 filed in Alameda County Superior Court (Case No. RG-10-510017), which was removed to the  
 23 United States District Court, Northern District of California, Oakland Division, on August 11,  
 24 2010 (hereinafter, the "Action").

25 BIGGE CRANE AND RIGGING CO., INC.'s complaint alleges several causes of  
 26 action stemming from the alleged breach of two leases for cranes and equipment. BIGGE  
 27 CRANE AND RIGGING CO., INC. on or about July 12, 2010, served its complaint in  
 28 connection with the Action on an individual at 16800 Greenspoint Park Drive, Suite 150 N,

1 Houston, TX 77060, which was an address listed on the website for "Translink, Inc."

2 TRANSLINK TEXAS asserts that it was not in existence at the time that the leases  
3 were executed and that it was not the company that executed them. It appears that another  
4 company, with the identical name, "Translink, Inc.", but incorporated in a state other than  
5 Texas, is the actual defendant in the Action.

6 Whereas TRANSLINK TEXAS was intending to file a motion to quash and a motion to  
7 dismiss, BIGGE CRANE AND RIGGING CO., INC. and TRANSLINK TEXAS stipulate that  
8 TRANSLINK TEXAS will not have to answer or otherwise respond to the Complaint or  
9 participate in this litigation in any way at this time.

10 The parties agree that TRANSLINK TEXAS does not waive any of its rights or  
11 defenses available to it in this case, including but not limited to those defenses enumerated in  
12 Federal Rules of Civil Procedure, Rule 12(b). The parties agree that neither this stipulation nor  
13 the Order entered pursuant to it can be used to oppose any subsequent motion by TRANSLINK  
14 TEXAS to quash and/or dismiss if TRANSLINK TEXAS is required to participate further in  
15 these proceedings, or otherwise to argue that TRANSLINK TEXAS has assented to the  
16 jurisdiction of this Court, or any court in California. The parties further stipulate that by filing  
17 this stipulation, or by obtaining any Order from the Court with respect to this stipulation, that  
18 TRANSLINK TEXAS does not assent to jurisdiction in California for this case, or any other  
19 case.

20 The parties agree to this stipulation so that TRANSLINK TEXAS does not have to file  
21 at this time a motion to quash service, or in the alternative to dismiss for lack of personal  
22 jurisdiction, and to enable BIGGE CRANE AND RIGGING CO., INC. to serve and prosecute  
23 the Action against the Translink, Inc. entity that entered into the contracts upon which the  
24 Complaint in the Action is based, without having to file a new pleading or proceeding.


25 Nothing herein waives BIGGE CRANE AND RIGGING CO., INC.'s substantive rights  
26 and/or its remedies against TRANSLINK TEXAS if and to the extent TRANSLINK TEXAS is  
27 liable or otherwise responsible for the debts, damages, losses or obligations sued upon in the  
28 Action, for example, as a result of an assignment, merger, contractual agreement such an

1 assumption of debts or indemnity/hold harmless, alter ego, or any similar basis or theory. It is  
2 agreed between the parties that such facts or theories are not currently alleged in the Action,  
3 that TRANSLINK TEXAS is not currently named as a party in the Action, and that  
4 TRANSLINK TEXAS denies it has any liability or responsibility for such damages, losses or  
5 obligations asserted in the Action. Nothing herein waives any claims or remedies against the  
6 Translink, Inc., not a Texas corporation, that is the defendant named in the Action.

7 Provided that TRANSLINK TEXAS is not required to participate further in these  
8 proceedings, BIGGE CRANE AND RIGGING CO., INC. and TRANSLINK TEXAS each  
9 waives its right to recover from each other costs and attorney's fees incurred through the date  
10 that an order based on this stipulation is entered. Nothing in this Stipulation or Order shall be  
11 deemed to waive the right to trial by jury or to have this matter tried by a judge of the United  
12 States District Court.

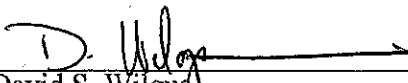
13 Dated: August 15, 2010.

LEONIDOU & ROSIN Professional Corporation

14  
15 By:   
16 A. Robert Rosin  
17 Attorneys for Plaintiff  
18 BIGGE CRANE AND RIGGING CO.

19 Dated: August 16, 2010.

BURNHAM BROWN

20  
21 By:   
22 David S. Wilgus  
23 Attorneys for Defendant  
24 TRANSLINK, INC.

25 IT IS SO ORDERED.

26 Dated: August ~~15~~, 2010  
27 September 15, 2010

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