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 DONG AH TIRE & RUBBER CO., LTD.,
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 10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

12 DONG AH TIRE & RUBBER CO., LTD., a
 Korean Corporation

13 Plaintiff,

14 vs.

15 GLASFORMS, INC., a California corporation,
 16 Defendant.

Case No: C 06-03359 JF

ASSIGNED TO:
 HON. JEREMY FOGEL

STIPULATION FOR DISMISSAL AND
 ORDER THEREON
 (Fed. Rules Civ.Proc., Rule 41)

18 GLASFORMS, INC., a California corporation,

19 Third-Party Plaintiff,

20 vs.

21 CTG INTERNATIONAL (NORTH AMERICA)
 22 INC., an Indiana Corporation; TAISHAN
 FIBERGLASS, INC., a corporation organized
 23 under the laws of the People's Republic of China,

24 Third-Party Defendant.

STIPULATION FOR DISMISSAL WITH PREJUDICE

WHEREAS, on May 22, 2006, Plaintiff Dong Ah Tire & Rubber Co., Ltd. ("Dong Ah") filed the above-captioned lawsuit against Defendant Glasforms, Inc. ("Glasforms");

WHEREAS, on July 26, 2006, Glasforms filed a Third Party Complaint against Third-Party Defendants CTG International (North America) Inc. ("CTG") and Taishan Fiberglass, Inc. ("Taishan");

WHEREAS, Glasforms, CTG, and Taishan never filed any counter-claims against Dong Ah;

WHEREAS, on September 17, 2007, Dong Ah and Glasforms entered into a Settlement Agreement and Release ("Settlement Agreement"), a copy of which is attached hereto as Exhibit A;

WHEREAS, by the end of October, 2007, Glasforms satisfied all of its current obligations under the Settlement Agreement but Glasforms and Dong Ah had agreed that the parties would not dismiss the complaint immediately pursuant to paragraph 3 of the Settlement Agreement;

WHEREAS, both Glasforms and Dong Ah now agree that Dong Ah will dismiss its Complaint against Glasforms in the above-captioned action, but that the Court will retain jurisdiction over those parties in connection therewith for the express purpose of enforcing the Settlement Agreement only;

WHEREAS, in light of the foregoing, THE PARTIES SIGNATORY BELOW HEREBY STIPULATE AS FOLLOWS:

1. It is hereby STIPULATED by and between the parties to the Complaint, Dong Ah and Glasforms, by and through their designated counsel, that the Complaint and Dong Ah be dismissed with prejudice from the action pursuant to Federal Rule of Civil Procedure 41(a), except that the Court will retain limited jurisdiction over said parties to enforce the Settlement Agreement.

2. Dong Ah and Glasforms shall each in accord with the Settlement Agreement between them bear its own fees and costs.

3. Nothing herein is intended to, nor shall it, affect Glasforms' ongoing Third Party Complaint and related action against Taishan and CTG.

1 Dated: May 13, 2008

HOPKINS & CARLEY, A LAW CORPORATION

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3 By: 
ROBERT A. CHRISTOPHER

4 Attorneys for Defendant
GLASFORMS, INC.

5 Dated: May 13, 2008

NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP

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7 By: 
SOPHIE FROELICH

8 Attorneys for Plaintiff
9 DONG AH TIRE & RUBBER CO., LTD.

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12 **ORDER**

13 Good cause appearing therefor,

14 IT IS HEREBY ORDERED that pursuant to Rule 41 of the Federal Rules of Civil Procedure, the
15 Complaint and Dong Ah be dismissed with prejudice from the above-captioned action, except that the
16 Court will retain limited jurisdiction over the parties to enforce the Settlement Agreement. Each party
17 shall bear its own attorney's fees and costs with respect to the action. Nothing in this Order shall affect
18 Glasforms' ongoing third party complaint and action against Taishan and CTG.

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21 Dated: May 16, 2008


UNITED STATES DISTRICT JUDGE
Jeremy Fogel