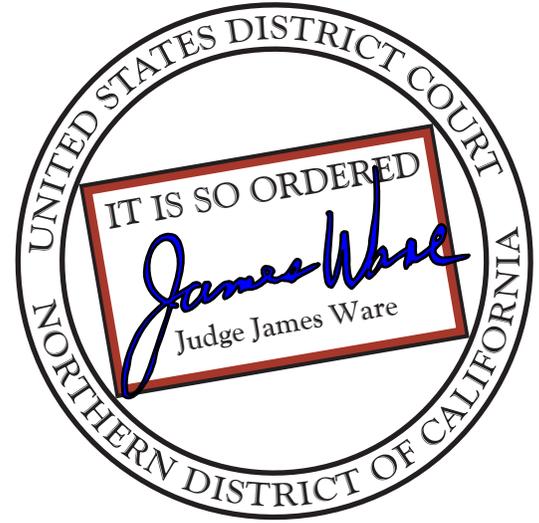


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 9 *EHART, KRISTY EHART, and STEVEN*
 10 *RYAN McCLANAHAN*



11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN JOSE DIVISION

14 JEREMY JAMES EHART, KRISTY EHART) Case No.: C 06 06507 (JW)
 15 and STEVEN RYAN McCLANAHAN,)

16 Plaintiffs,)

STIPULATION FOR EXTENSION
AND TOLLING OF STATUTE OF
LIMITATIONS

17 vs.)

18 GHILLIE SUITS.COM, INC., TODD)
 19 MUIRHEAD; NEW YORK FIRE-SHIELD)
 20 INCORPORATED; WACKENHUT)
 21 SERVICES, INCORPORATED; THE)
 WACKENHUT CORPORATION and DOES 1-)
 22 50, inclusive,)

22 Defendants.)

Complaint Filed: October 18, 2006

23 AND RELATED CROSS-ACTIONS)
 24 _____)

25 Plaintiffs, JEREMY JAMES EHART, KRISTY EHART and STEVEN RYAN
 26 McCLANAHAN, (hereinafter "Plaintiffs") and Defendants, GARY B. CROSSLAND, THE
 27 GARLAND COMPANY D/B/A FIRE SHIELD WEST (hereinafter "Defendants"), and JACE

1 CONTRACTING SERVICES, INC., by and through their attorneys of record or in fact, do hereby
2 stipulate and agree as follows:

3 1. Plaintiffs and Defendants are parties to a lawsuit entitled *Ehart v. Ghillie Suits.Com,*
4 *Inc., et al.* filed in the United States District Court, Northern District of California, San Jose
5 Division, bearing Case Number C 06 06507 (JW) which concerns the complaint for personal
6 injuries and other damages arising out of a series of incidents or occurrences which ultimately
7 culminated in injuries on or about October 28, 2004, while the two plaintiff Marines were
8 participating at a joint training exercise implemented by the Office of Secure Transportation, a
9 Division of the Department of Energy, in which both Marines suffered extensive burns.

10 2. Plaintiffs alleged that they were injured as a result of the defective design,
11 manufacture, distribution, sale, and marketing of certain products (Ghillie Suits and Fire-Proof-it
12 Spray) that they contend were unreasonably dangerous. They also allege that certain persons were
13 or are negligent, and that said negligence caused damages to Plaintiffs. During written and oral
14 discovery, GARY B. CROSSLAND and/or THE GARLAND COMPANY D/B/A FIRE SHIELD
15 WEST were subsequently identified as potentially having some involvement in the sale,
16 distribution, and/or marketing of fire retardant identified as "Inspecta-Shield" manufactured by
17 NEW YORK FIRE-SHIELD, INC., which was allegedly subsequently sold to Defendants Todd
18 Muirhead and/or Ghillie Suits.com, Inc. Additionally, in response to written discovery an affiliated
19 entity named JACE CONTRACTING SERVICES, INC. was identified by GARY B. CROSSLAND
20 and THE GARLAND COMPANY D/B/A FIRE SHIELD WEST as potentially having some
21 involvement in certain sales, distribution, and/or marketing of certain Inspecta-Shield ultimately
22 sold to Todd Muirhead and/or Ghilliesuits.com. Defendants have denied all allegations. Neither
23 GARY B. CROSSLAND, THE GARLAND COMPANY D/B/A FIRE SHIELD WEST nor JACE
24 CONTRACTING SERVICES, INC. were involved in the design, manufacture, sale, or distribution
25 of the actual ghillie suits involved in the separate injuries sustained by the plaintiffs. Inspecta-
26 Shield, according to Defendants Todd Muirhead and Ghillie Suits.com, Inc., is the alleged active
27 fire retardant that was contained in the 8 ounce bottles of Fire-Proof-it-Spray packaged and sold by

1 Todd Muirhead and/or Ghillie Suits.com, Inc. to the Department of Energy and/or Wackenhut
2 Services, Inc. and distributed by Wackenhut Services, Inc. to certain marines who applied it to
3 ghillie suits worn by the plaintiffs. Plaintiffs subsequently amended their Complaint to include the
4 Defendants, GARY B. CROSSLAND and THE GARLAND COMPANY D/B/A FIRE SHIELD
5 WEST.

6 3. Defendants GARY B. CROSSLAND, THE GARLAND COMPANY D/B/A FIRE
7 SHIELD WEST and potential Defendant JACE CONTRACTING SERVICES, INC. have elected to
8 provide Plaintiffs with an incentive to voluntarily dismiss Plaintiffs' claims against GARY B.
9 CROSSLAND and THE GARLAND COMPANY D/B/A FIRE SHIELD WEST without prejudice
10 and to not seek to currently join JACE CONTRACTING SERVICES, INC. in this action as a
11 potential Defendant in exchange for an extension and express tolling of the Statute of Limitations
12 for Plaintiffs to rely upon as follows:

13 JACE CONTRACTING SERVICES, INC., GARY B. CROSSLAND, and
14 THE GARLAND COMPANY D/B/A FIRE SHIELD WEST hereby each separately
15 agrees that the periods of time in which any and all statutes of limitation may begin
16 to run have been and are extended and tolled from the date the original complaint
17 was filed in California Federal District Court, San Jose Division, Case No.: C 06
18 06507 (JW). Further, these parties agree that on any and all causes of action against
19 GARY B. CROSSLAND, THE GARLAND COMPANY D/B/A FIRE SHIELD
20 WEST, and JACE CONTRACTING SERVICES, INC. that may be held by
21 Plaintiffs, if any, for all economic and non-economic damages which Plaintiffs
22 contend they sustained as a result of the alleged design, manufacture, distribution
23 and/or sale of Inspecta-Shield by these parties, and alleged claims for negligence
24 regarding any acts or omissions or conduct of these parties with regard to the
25 manufacture, sale, distribution, and/or packaging, if any, that may have resulted in
26 the separate injuries that occurred on or about October 28, 2004, said claims need not
27 be pursued in the current proceeding.

1 JACE CONTRACTING SERVICES, INC., GARY B. CROSSLAND, and
2 THE GARLAND COMPANY D/B/A FIRE SHIELD WEST each separately agrees
3 that each and every period of limitation shall be and is hereby tolled and extended
4 during the period commencing the date the original complaint bearing Case No. C 06
5 06507 (JW) was filed in the United States District Court, Northern District of
6 California, San Jose Division, and ending 30 days after the date a trial court
7 judgment is signed and entered, or the date the Plaintiffs settle with the last
8 remaining Defendant currently joined, whichever date is earlier.

9 In reliance upon this stipulation, Plaintiffs will voluntarily dismiss all claims
10 against GARY B. CROSSLAND and THE GARLAND COMPANY D/B/A FIRE
11 SHIELD WEST without prejudice. Further, plaintiffs will not seek to join JACE
12 CONTRACTING SERVICES, INC. a/k/a JACE CONTRACTING as an additional
13 defendant in this proceeding conditioned upon the Court's authorization to Plaintiffs
14 to voluntarily dismiss their claims against GARY B. CROSSLAND and THE
15 GARLAND COMPANY D/B/A FIRE SHIELD WEST. Defendants GARY B.
16 CROSSLAND, THE GARLAND COMPANY D/B/A FIRE SHIELD WEST and
17 JACE CONTRACTING SERVICES, INC. a/k/a JACE CONTRACTING further
18 stipulate and agree that none of them will raise any objection to nor raise any
19 affirmative defense based on any applicable statute of limitation if Plaintiffs
20 subsequently elect to amend the current or subsequently filed complaint to add
21 GARY B. CROSSLAND, THE GARLAND COMPANY D/B/A FIRE SHIELD
22 WEST, or JACE CONTRACTING SERVICES, INC. a/k/a JACE CONTRACTING,
23 or separately file a claim against any or all of them as a party defendant on or before
24 the date that this tolling agreement is scheduled to end. Further, GARY B.
25 CROSSLAND, THE GARLAND COMPANY D/B/A FIRE SHIELD WEST, and
26 JACE CONTRACTING SERVICES, INC. a/k/a JACE CONTRACTING, shall not
27 assert or contend that this Stipulation in any way prejudices or impairs the Plaintiffs'

1 rights to subsequently join GARY B. CROSSLAND, THE GARLAND COMPANY
 2 D/B/A FIRE SHIELD WEST, or JACE CONTRACTING SERVICES, INC. a/k/a
 3 JACE CONTRACTING, as future Defendants in any future amended complaint in
 4 this action or any other action seeking personal injuries and other damages arising
 5 out of a series of incidents or occurrences which ultimately culminated in injuries to
 6 the Plaintiffs on or about October 28, 2004.

7 4. By signing this Stipulation, Lori B. Feldman and Shireen B. Rogers, counsel for
 8 Defendants, GARY B. CROSSLAND and THE GARLAND COMPANY D/B/A FIRE SHIELD
 9 WEST, and JACE CONTRACTING SERVICES, INC. a/k/a JACE CONTRACTING and Daniel
 10 J.T. Sciano, as attorney for Plaintiffs, JEREMY JAMES EHART, KRISTY EHART and STEVEN
 11 RYAN McCLANAHAN, hereby further stipulate, agree and warrant that they have spoken to their
 12 respective clients, who have authorized each attorney to enter into this tolling agreement on behalf
 13 of the parties who further agree to be bound by the signatures of their respective counsel on this
 14 agreement.

15 IT IS SO STIPULATED.

16 Dated: December 2, 2008

17 THE LAW OFFICES OF LORI B.
FELDMAN

18 By: 
 19 _____
 20 *Lori B. Feldman*

21 Attorney for Defendant,
 22 GARY B. CROSSLAND AND JACE
 23 CONTRACTING SERVICES, INC. a/k/a
 JACE CONTRACTING

24 Dated: December 2, 2008

25 MUSICK, PEELER & GARRETT LLP

26 By: _____
 27 *Mike Brown*

1 rights to subsequently join GARY B. CROSSLAND, THE GARLAND COMPANY
 2 D/B/A FIRE SHIELD WEST, or JACE CONTRACTING SERVICES, INC. a/k/a
 3 JACE CONTRACTING, as future Defendants in any future amended complaint in
 4 this action or any other action seeking personal injuries and other damages arising
 5 out of a series of incidents or occurrences which ultimately culminated in injuries to
 6 the Plaintiffs on or about October 28, 2004.

7 4. By signing this Stipulation, Lori B. Feldman and Shireen B. Rogers, counsel for
 8 Defendants, GARY B. CROSSLAND and THE GARLAND COMPANY D/B/A FIRE SHIELD
 9 WEST, and JACE CONTRACTING SERVICES, INC. a/k/a JACE CONTRACTING and Daniel
 10 J.T. Sciano, as attorney for Plaintiffs, JEREMY JAMES EHART, KRISTY EHART and STEVEN
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 12 respective clients, who have authorized each attorney to enter into this tolling agreement on behalf
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 14 agreement.

15 IT IS SO STIPULATED.

16 Dated: December 2, 2008

17 THE LAW OFFICES OF LORI B.
18 FELDMAN

19 By: _____
20 *Lori B. Feldman*

21 Attorney for Defendant,
22 GARY B. CROSSLAND AND JACE
23 CONTRACTING SERVICES, INC. a/k/a
24 JACE CONTRACTING

25 Dated: December 2, 2008

26 MUSICK, PEELER & GARRETT LLP

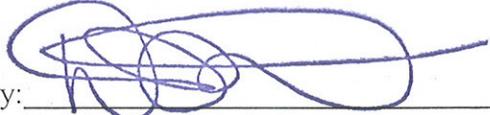
27 By: _____
Mike Brown

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Attorney for Defendant THE GARLAND
COMPANY D/B/A FIRE SHIELD WEST

Dated: December 2, 2008

TINSMAN & SCIANO, INC.

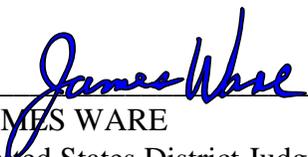
By: 
Daniel J.T. Sciano

Attorney for Plaintiffs,
JEREMY JAMES EHART, KRISTY EHART
and STEVEN RYAN McCLANAHAN

***** ORDER *****

Since parties in an action may stipulate to extend the statute of limitations, the Court finds good cause to accept the parties' Stipulation. See, e.g., Lee v. ABC Carpet & Home, 236 F.R.D. 193, 199 (S.D.N.Y. 2006) (“Where parties are ordered or agree by stipulation to suspend proceedings during the pendency of legal proceedings, the time during which a party is prevented from obtaining legal relief is not counted for purposes of statutes of limitations”); Roebuck v. Hudson Valley Farms, 239 F.Supp. 2d 234, 240 n.10 (N.D.N.Y. 2002); Hoffman v. Sbarro, Inc., 982 F. Supp. 249, 260 n.14 (S.D.N.Y. 1997).

Dated: December 16, 2008


JAMES WARE
United States District Judge