1 2	Jeffrey S. Love (State Bar No. 195068) jeffrey.love@klarquist.com Todd M. Siegel (Pro Hac Vice)		
3	todd.siegel@klarquist.com Klarquist Sparkman, LLP		
4	121 S.W. Salmon Street, Suite 1600 Portland, OR 97204-2988		
5	Telephone: (503) 595-5300 Facsimile: (503) 595-5301		
6	Kevin H. Vanderleeden vanderleeden@ip-lawyers.com		
7	MCCORMICK PAULDING & HUBER LLP 1350 Main Street		
8	Sovereign Bank Building 5th Floor Springfield, MA 01103		
9	T: 413-736-5401, Ext. 1414 F: 413-733-4543		
10	John B. Scherling (State Bar No. 122234)	John T. Callahan (pro hac vice)	
11	jscherling@sughrue.com SUGHRUE MION, PLLC	jcallahan@sughrue.com SUGHRUE MION, PLLC	
12	4250 Executive Square, Suite 900 La Jolla, California 92037	2100 Pennsylvania Avenue, NW Washington, D.C.	
13 14	Telephone: (858-795-1180 Facsimile: (858) 795-1199	Telephone: (202) 293-7060 Facsimile: (202) 293-7860	
15	Mark I. Schickman (State Bar No. 62653)		
16	schickman@freelandlaw.com FREELAND COOPER & FOREMAN LLP 150 Spear Street, Suite 1800	)	
17	San Francisco, California 94105 Telephone: (415) 541-0200		
18	Facsimile: (415) 495-4332		
19	UNITED STATES DISTRICT COURT		
20			
21			
22	O'KEEFE'S, INC. a California corporation,	CASE NO.: 07-3535 LHK	
23	Plaintiff,	STIPULATED DISMISSAL WITHOUT PREJUDICE AND TOLLING	
24	v.	AGREEMENT	
25	TECHNICAL GLASS PRODUCTS, ANEMOSTAT AND PILKINGTON PLC,	AND ORDER	
26	Defendants.		
27			
28			
	STIPULATION RE CASE MANAGEMENT CONFERENCE, C {00157098}	ADE NO. 07-01980 VKW	

1

1	Pursuant to the October 28, 2011 Order of the Court, the parties to the above captioned action		
2	("the parties") hereby stipulate to dismiss the above action without prejudice. All statutes of		
3	limitations and other time limitations, whether by court rule or otherwise, on all claims and		
4	4 counterclaims and prayers for costs and attorne	counterclaims and prayers for costs and attorney fees, are hereby tolled until thirty days after a full	
5	and final determination of all reexamination proceedings of the patent asserted in this lawsuit		
6	currently pending before the United States Patent and Trademark Office, including the exhaustion of		
7	all appeals and the time deadline for filing appeals therefrom. As the intent of this agreement is to		
8	preserve and reserve all rights of each party as those rights exist as of the date of entry of the Order on		
9	this Stipulation through the foregoing thirty-day period, the passage of time during that period shall		
10	not be raised as the basis of a claim or defense by any party.		
11	IT IS SO STIPULATED AND AGREED.		
12	12Dated: November 16, 2011FREE	LAND COOPER & FOREMAN LLP	
13	13		
14		/s/Mark I. Schickman	
15	15 A	ARK I. SCHICKMAN ttorneys for Plaintiff, Counterdefendant and	
16	l6	ounterclaimant O'KEEFFE'S, INC.	
17	Dated November 16, 2011 KLAR	QUIST SPARKMAN, LLP	
18	18		
19		/s/ Todd M. Siegel	
20	20 T	EFFREY S. LOVE ODD M. SIEGEL	
21		ttorneys for Defendant and Counterclaimant ECHNICAL GLASS PRODUCTS	
22			
23	Dated: November 16, 2011 MCCO	DRMICK, PAULDING & HUBER, LLP	
24		/a/ Varia II. Vardarlagdan	
25	11	/s/ Kevin H. Vanderleeden EVIN H. VANDERLEEDEN	
26		ttorneys for Defendant and Counterclaimant NEMOSTAT	
27	27		
28	28		
		2	
	STIPULATION RE CASE MANAGEMENT CONFERENCE, CASE NO. 07-01986 VRW		

{00157098}

1	Dated: November 16, 2011 SUGHRUE MION, PLLP	
2		
3	By <u>/s/ John B. Scherling</u> JOHN T. CALLAHAN	
4	JOHN B. SCHERLING Attorneys for Defendant PILKINGTON PLC	
5		
6	ORDER	
7	Pursuant to the Stipulation of the parties set forth above, the above captioned action is	
8	dismissed without prejudice.	
9		
10	Dated: November 22, 2011	
11	Honorable Lucy H. Koh United States District Judge	
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
	3 STIPULATION RE CASE MANAGEMENT CONFERENCE, CASE NO. 07-01986 VRW {00157098}	