

1 **GREBEN & ASSOCIATES**  
 2 125 E. DE LA GUERRA ST., STE 203  
 3 SANTA BARBARA, CA 93101  
 4 TEL: 805-963-9090  
 5 FAX: 805-963-9098

6 Jan A. Greben, SBN 103464  
 7 [jan@grebenlaw.com](mailto:jan@grebenlaw.com)  
 8 Brett A. Boon, SBN 283225  
 9 [brett@grebenlaw.com](mailto:brett@grebenlaw.com)

10 Attorneys for Defendants EAST CHARLESTON, INC. and  
 11 PACIFIC AMERICAN MANAGEMENT COMPANY

12 UNITED STATES DISTRICT COURT  
 13  
 14 NORTHERN DISTRICT OF CALIFORNIA

15 SCHLUMBERGER TECHNOLOGY  
 16 CORPORATION, INC., a Texas Corporation;

17 Plaintiff,

18 v.

19 EAST CHARLESTON, INC., a California  
 20 Corporation, and PACIFIC AMERICAN  
 21 MANAGEMENT COMPANY, a California  
 22 Limited Liability Corporation;

23 Defendants.

Case No.: 5:11-CV-02587-LHK

**STIPULATION AND [PROPOSED]  
 ORDER MUTUALLY DISMISSING  
 STC/NSM, ECI/PAMCO AND GREAT  
 AMERICAN'S CLAIMS AGAINST EACH  
 OTHER WITHOUT PREJUDICE**

**RELATED CROSS AND COUNTER-CLAIMS**

24 **IT IS HEREBY STIPULATED** by and between Plaintiff Schlumberger Technology  
 25 Corporation, Inc. and Third Party Defendant National Semiconductor (Maine), Inc. (“STC/NSM”),  
 26 Defendants East Charleston, Inc. and Pacific American Management Company (“ECI/PAMCO”),  
 27 and Third Party Defendant Advalloy, Inc. by and through Intervenor Great American Insurance  
 28 Company of New York (“Great American”) (collectively, the “Parties”), by and through their  
 respective counsel, having entered into settlement agreements that resolve all causes of action  
 asserted by the Parties against each other in this action:

1 Pursuant to the Court's Status Conference Order of June 25, 2013 (Document 271) and Rule  
2 41(a)(2) and (c), the Parties hereby stipulate and agree as follows:

- 3 1. STC/NSM and ECI/PAMCO hereby mutually dismiss all of their respective claims pled in  
4 the above captioned case against each other WITHOUT PREJUDICE;
- 5 2. STC/NSM and Great American hereby mutually dismiss all of their respective claims pled in  
6 the above captioned case against each other WITHOUT PREJUDICE;
- 7 3. ECI/PAMCO and Great American hereby mutually dismiss all of their respective claims pled  
8 in the above captioned case against each other WITHOUT PREJUDICE;
- 9 4. The foregoing dismissals are voluntary and shall not operate as an adjudication on the merits  
10 under Rule 41 of the Federal Rules of Civil Procedure;
- 11 5. Each, STC/NSM, ECI/PAMCO and Great American, will bear its own costs, attorneys' fees  
12 and expenses; and
- 13 6. This Court shall retain jurisdiction over the Parties for the purposes of enforcing the  
14 settlement agreements reached by and/or between STC/NSM, ECI/PAMCO and/or Great  
15 American in the above captioned case.

16  
17 Dated: June 26, 2013

BARG COFFIN LEWIS & TRAPP LLP

18 /s/ J. Tom Boer

19 J. Tom Boer  
20 Estie M. Kus  
21 Nicole M. Martin  
22 Attorneys for Plaintiff SCHLUMBERGER  
23 TECHNOLOGY CORPORATION, INC. and Third-  
24 Party Defendant NATIONAL SEMICONDUCTOR  
25 (MAINE), INC.

26  
27 Dated: June 26, 2013

GREBEN & ASSOCIATES

28 /s/ Jan A. Greben

Jan A. Greben  
Brett A. Boon  
Attorneys for Defendants EAST CHARLESTON,  
INC., a California Corporation, and PACIFIC  
AMERICAN MANAGEMENT COMPANY, a  
California Limited Liability Corporation



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**[PROPOSED] ORDER**

The Parties having stipulated and agreed, and good cause appearing, **IT IS HEREBY ORDERED THAT:**

1. STC/NSM and ECI/PAMCO hereby mutually dismiss all of their respective claims  
pled in the above captioned case against each other **WITHOUT PREJUDICE**;

2. STC/NSM and Great American hereby mutually dismiss all of their respective claims  
pled in the above captioned case against each other **WITHOUT PREJUDICE**;

3. ECI/PAMCO and Great American hereby mutually dismiss all of their respective  
claims pled in the above captioned case against each other **WITHOUT PREJUDICE**;

4. The foregoing dismissals are voluntary and shall not operate as an adjudication on the  
merits under Rule 41 of the Federal Rules of Civil Procedure; and

5. Each, STC/NSM, ECI/PAMCO and Great American, shall bear its own costs,  
attorneys' fees and expenses.

**IT IS FURTHER ORDERED** that the Court shall retain jurisdiction over the Parties for the  
purposes of enforcing the settlement agreements reached by and/or between STC/NSM,  
ECI/PAMCO and/or Great American in the above captioned case.

Date: June 26, 2013



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HON. LUCY H. KOH, JUDGE FOR THE  
UNITED STATES DISTRICT COURT