

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

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DAVID G. FORBES, JOANNE M. BOWERS,
TERESA JAMGOCHIAN, ROGER KRUM,
DIANA CUNNINGHAM-MORELLO,
MICHAEL MORELLO, KATE GRANGER,
JEAN LIU, JOHN COLE, MARGARET COLE,
GEORGE PFEIFFER, CHRISTOPHER J.
McGRATH, RINA SREY, DAVID McGREAL,
BRIAN DEMPSEY, SETH VERBEL, Individually
and as Stockholders of NAMS INTERNATIONAL,
INC., Suing on Behalf of Themselves and All Others
Similarly Situated,

Civil Case No.: 3:07-CV-0039
TJM-DEP

**STIPULATION OF
DISCONTINUANCE
WITH PREJUDICE AS
AGAINST DEFENDANTS
DAVID BANNER AND
MARK LEVY ONLY**

Plaintiffs,

-against-

NAMS INTERNATIONAL, INCORPORATED,
GREGORIO LOVERIA III, also known as
GREG O. LOVERIA, THOMAS LOVERIA,
ANTHONY SKOJEC, DAVID BANNER, MARK
LEVY, and THOMAS DILUZIO,

Defendants.

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IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record in the above-entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the above-entitled action, that this action and any and all claims, cross-claims, counter-claims, and any and all other claims that were or could have been asserted by any of the parties in this action against defendants DAVID BANNER AND MARK LEVY, be, and the same hereby are, discontinued with prejudice as against defendants DAVID BANNER AND MARK LEVY ONLY, without costs or fees to any party as against the other.

(H1060680.1)


IT IS FURTHER STIPULATED, AGREED AND CONSENTED TO THAT the signing of this Stipulation does not constitute a waiver of any rights MARK LEVY may have to recover his attorneys fees, which fees are unrelated to this action, in connection with legal services rendered to NAMS INTERNATIONAL INCORPORATED;

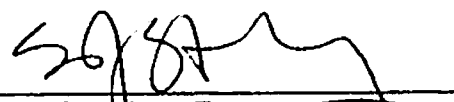
IT IS FURTHER STIPULATED, AGREED AND CONSENTED TO THAT this stipulation may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute one and the same instrument;

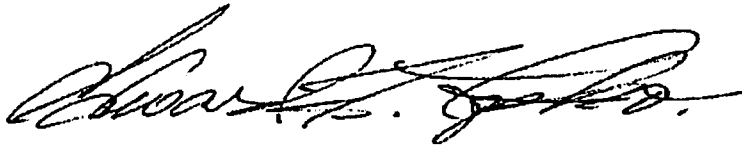
IT IS FURTHER STIPULATED, AGREED AND CONSENTED TO THAT facsimile signatures to this stipulation may be treated as original signatures; and

IT IS FURTHER STIPULATED, AGREED AND CONSENTED TO that this Stipulation may be submitted to the Court without further notice to any party.

Dated: Woodbury, New York
February 6, 2009

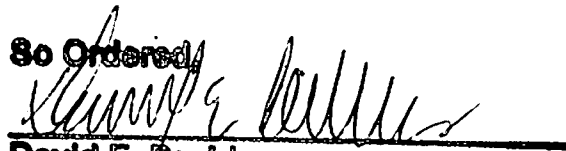

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Our File No.: 480-4696



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(607) 273-0502 (facsimile)

So Ordered



David E. Peebles

United States Magistrate Judge

Dated:

2/19/09

Syracuse, New York