

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

INTERLATES LIMITED AND)
EKA CHEMICALS (AC) LIMITED,)
)
Plaintiffs,)
)
v.) No. C04-5834RJB
)
KEMIRA CHEMICALS, INC., AND)
J.M. HUBER CORPORATION,)
)
Defendants.)
)
v.)
)
CIBA SPECIALTY CHEMICALS CORP.)
)
Third-Party Defendant.)
)

CONSENT ORDER OF DISMISSAL

IT APPEARING TO THE COURT that the Plaintiffs and Third-Party Defendant, Interlates Limited (“Interlates”), Eka Chemicals (AC) Limited (“Eka”), and Ciba

1 Specialty Chemicals Corp. ("Ciba") have reached an agreement with Defendant Kemira
2 Chemicals, Inc. ("Kemira"), and that those parties consent hereto, it is:

3 ORDERED, ADJUDGED AND DECREED that:

4 1. This Court has jurisdiction over Interlates, Eka, Ciba and Kemira to enter an
5 order of dismissal with respect to Kemira on Interlates and Eka's Complaint and with respect
6 to Interlates, Eka and Ciba on Kemira's Counterclaims and Third Party Complaint.

7 2. The present cause, and all claims or counterclaims that have been asserted as
8 between Interlates, Eka, Kemira and Ciba relating to the Complaint and relating to Kemira's
9 Counterclaims and Third Party Complaint are dismissed with prejudice to the others' rights to
10 bring or reassert the same. This dismissal shall not diminish or alter in any way Interlates'
11 and Eka's ability to seek and if appropriate recover full and complete damages from J.M.
12 Huber Corporation for infringement under the Complaint.

13 3. The considerations set forth in a Settlement Agreement and agreed to by the
14 parties hereto shall constitute full and final settlement of any and all claims or counterclaims
15 that have been asserted as between Interlates, Eka, Kemira and Ciba, based on occurrences up
16 to and including the Effective Date of the Settlement Agreement.

17 4. All parties acknowledge that Kemira's failure to comply with the terms of the
18 Settlement Agreement and of this Order is likely to cause irreparable injury to Interlates and
19 Eka for which no monetary remedy may be adequate. Therefore, Kemira hereby agrees that
20 in the event of a breach of the obligations set forth in the Settlement Agreement or this Order,
21 this Court may, upon motion by Interlates and/or Eka, enter injunctive relief that includes, but
22 is not limited to, immediate, specific performance of any obligation that has not been duly
23 performed.

1 5. Jurisdiction over the parties hereto is retained for the purpose of enabling any
 2 of the parties to apply to this Court at any time for such further orders and directions as may
 3 be necessary or appropriate in relation to the construction and/or enforcement of any of the
 4 provisions hereof including those of the aforementioned Settlement Agreement.

5 SO ORDERED: This 3rd day of January, 2006.

6 
 7 _____
 8 ROBERT J. BRYAN
 9 United States District Judge

10 WE CONSENT:

11 For Interlates, Eka and Ciba:

12 12/13/05

13 Date

14 s/ _____

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Date

s/ _____

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