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13 Attorneys for Defendants  
MILK STUDIOS, LLC and DRIVE IN 24, LLC

14  
15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

18 Briese USA, Inc.,  
19 Plaintiffs,

20 vs.

21 Milk Studios, LLC, et al.,  
22 Defendants.

) Case No. CV 07-07631 GHK (CWx)

) Honorable George H. King

) **STIPULATION FOR DISMISSAL**  
) **BETWEEN PLAINTIFF AND**  
) **DEFENDANT MILK STUDIOS,**  
) **LLC AND [PROPOSED] ORDER**  
) **THEREON**

23  
24 AND RELATED CASES.  
25  
26  
27  
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1 Plaintiff BRIESE USA, INC., through its respective counsel, and Defendant  
2 MILK STUDIOS, LLC pursuant to agreement between these two parties, and subject  
3 to approval by the Court, hereby stipulate to a dismissal of this Action, CV 07-07631  
4 GHK (CWx), with prejudice under FRCP Rule 41 as to MILK STUDIOS, LLC.

5 Plaintiff BRIESE USA, INC., and Defendant MILK STUDIOS, LLC hereby  
6 forever release, discharge and acquit each other and their respective principals,  
7 agents, directors, officers, shareholders, employees, attorneys, subsidiaries,  
8 successors, assigns and other representatives from any and all claims, contracts,  
9 costs, and obligations of every kind, known and unknown, matured and unmatured,  
10 now existing or arising in the future, of any kind or nature whatsoever, including but  
11 not limited to, any and all claims, contracts, demands, debts, actions, actions for  
12 abuse of process, actions for malicious prosecution, causes of action, liabilities, costs  
13 and obligations arising out of or in any way relating to this Action.

14 Plaintiff BRIESE USA, INC., and Defendant MILK STUDIOS, LLC  
15 understand and agree that the releases contained herein extend to all claims of every  
16 nature and kind whatsoever and waive rights under California Civil Code Section  
17 1542 which states:

18 “ A general release does not extend to claims which the creditor does  
19 not know or suspect to exist in his or her favor at the time of executing  
20 the release, which if known by him or her must have materially  
affected his or her settlement with the debtor.”

21 Plaintiff BRIESE USA, INC., and Defendant MILK STUDIOS, LLC hereby  
22 waive all rights they may have under Section 1542 as it presently reads or as it shall  
hereinafter be amended.

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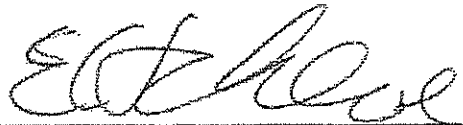
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1 Each party herewith is to bear its own costs and attorney's fees. A proposed  
2 Order is concurrently filed herewith as Exhibit 1.

3  
4 Respectfully submitted,

5 **SCHEWE AND ASSOCIATES**

6 

7 Dated: Feb. 22, 2010

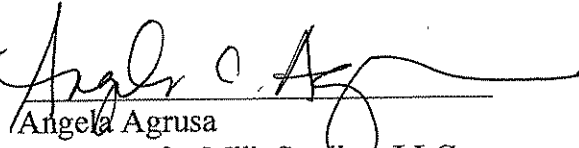
8 By: \_\_\_\_\_

9 Edward C. Schewe  
10 Attorneys for Plaintiff  
11 BRIESE USA, INC.

12  
13 **LINER GRODE STEIN YANKELEVITZ**  
14 **SUNSHINE REGENSTREIF & TAYLOR LLP**

15 Dated: 2/25/10

16 By: \_\_\_\_\_

17   
18 Angela Agrusa  
19 Attorneys for Milk Studios, LLC

20 **ACCEPTED AND AGREED TO:**

21  
22 Dated: \_\_\_\_\_

23 By: \_\_\_\_\_

24 Brent Langton for Briese USA, Inc.

25 Dated: \_\_\_\_\_

26 By: \_\_\_\_\_

27 \_\_\_\_\_ for Milk Studios, LLC  
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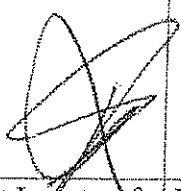
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4  
5 Respectfully submitted,  
6 **SCHEWE AND ASSOCIATES**

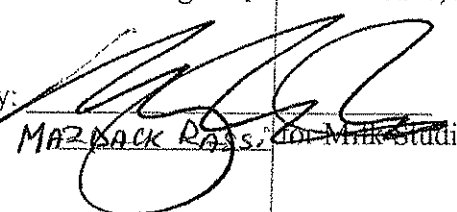
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8 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
9 Edward C. Schewe  
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11 BRIESE USA, INC.

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13 **LINER GRODE STEIN YANKELEVITZ**  
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16 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
17 Angela Agrusa  
18 Attorneys for Milk Studios, LLC

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20 **ACCEPTED AND AGREED TO:**

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22 Dated: Feb/22/2010 By:   
23 Brent Langton for Briese USA, Inc.

24  
25 Dated: 2/25/10 By:   
26 **MAZDAK RAGS, for Milk Studios, LLC**