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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

OREGON STATE BAR,
Plaintiff,
vs.
THE MELMIC CORPORATION,
Defendant,
and
MICHEL WAGNER,
Defendant, Cross-
Complainant and Third-
Party Plaintiff,
vs.
OREGON STATE BAR,
Cross-Defendant,
and
DAVID W. JAMES, NANCY A. SMITH,
STEPHEN J. MATHIEU, MARK
PETERSON, KRISTEN DAVID, LEWIS
AND CLARK COLLEGE (an Oregon
nonprofit corporation, dba "Lewis & Clark
Legal Clinic"), GEOFFREY WYATT and
JOHN DOES 1 through 10,
Third-Party
Defendants.

Case No. 0008-08423
ORDER OF CONTEMPT AND
GENERAL JUDGMENT WITH
MONEY AWARD

1 THIS MATTER came on for hearing on May 18, 2007, at 1:30 p.m. before Judge
2 Michael H. Marcus as a contempt proceeding under ORS 33.055 and ORS 9.166 against
3 defendant Michel Wagner based on his alleged continued unlawful practice of law in
4 violation of an existing stipulated injunction. Michel Wagner appeared pro se. The Oregon
5 State Bar appeared through its attorneys of record Heather J. Van Meter and Williams,
6 Kastner & Gibbs PLLC.

7 The Court received and heard testimony and other evidence offered by the parties,
8 reviewed the records and documents on file herein, heard arguments of counsel and Mr.
9 Wagner, and is otherwise fully advised in the matter, makes the following findings:

- 10 1. Mr. Wagner is not a member of the Oregon State Bar;
- 11 2. Clear and convincing evidence exists that Mr. Wagner exercised his
12 own judgment in applying legal principles to address Judith Yates' individualized needs
13 through analysis, advice, and document preparation in connection with her daughter's estate;
- 14 3. Mr. Wagner charged Ms. Yates and her family \$2,000 for his services;
- 15 4. The actions and conduct of Mr. Wagner constitute the unlawful
16 practice of law pursuant to ORS 9.160; and
- 17 5. Mr. Wagner's actions and conduct are in violation of the Stipulated
18 Injunction signed by him on February 14, 2002 and entered by the court on February 19,
19 2002.

20 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED as follows:

- 21 1. Mr. Wagner's acts constituted the unauthorized practice of law in
22 violation of ORS 9.160;
- 23 2. Mr. Wagner violated the terms of the Stipulated Injunction entered in
24 this case on February 19, 2002;
- 25 3. Michel Wagner is ordered to pay \$2,000 in restitution for the fees
26 accepted in the course of the unauthorized practice of law, pursuant to ORS 9.166. The

Page 2 - ORDER OF CONTEMPT AND GENERAL JUDGMENT WITH MONEY AWARD

1 payment should be made to the Oregon State Bar, and the Oregon State Bar shall reimburse
2 Ms. Yates and Jeanette Miller \$1,000 each from this restitution.

3 4. Michel Wagner is ordered to pay \$500 in remedial sanctions to the
4 Oregon State Bar pursuant to ORS 33.055(6) and ORS 33.105(1)(c).

5 5. Michel Wagner is ordered to pay the Oregon State Bar's reasonable
6 attorney fees and costs pursuant to ORS 9.166 and ORCP 68.

7 6. The Stipulated Injunction signed by Mr. Wagner on February 14, 2002
8 and entered by the court on February 19, 2002 remains in full force and effect including after
9 closure of this matter and/or this case.

10 * * * *

MONEY AWARD

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- 1. Judgment Creditor : Oregon State Bar
- 2. Attorney for Judgment Creditor : Richard Urrutia, OSB #82452
Williams, Kastner & Gibbs PLLC
888 SW Fifth Ave., Suite 600
Portland, OR 97204-2025
(503) 228-7967
- 3. Judgment Debtor : Michel Wagner
110 SE Sandy Dell Road
Troutdale, Oregon 97060
- 4. Attorney for Judgment Debtor : None
- 5. Amount of Judgment : \$2,500.00
- 6. Prejudgment Interest : None.
- 7. Post-judgment Interest : Simple interest at 9 percent per
annum on total judgment from
the date the judgment is entered until
paid
- 8. Costs and disbursements : To be decided pursuant to ORCP 68

DATED this ____ day of June, 2007.

Circuit Court Judge Michael Marcus

Submitted by:

Richard Urrutia, OSB #82452
Williams, Kastner & Gibbs PLLC
888 SW Fifth Avenue, Suite 600
Portland, Oregon 97204
(503) 228-7967
Attorneys for Oregon State Bar

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

OREGON STATE BAR,
Plaintiff,
vs.
THE MELMIC CORPORATION,
Defendant,
and
MICHEL WAGNER,
Defendant, Cross-
Complainant and Third-
Party Plaintiff,
vs.
OREGON STATE BAR,
Cross-Defendant,
and
DAVID W. JAMES, NANCY A. SMITH,
STEPHEN J. MATHIEU, MARK
PETERSON, KRISTEN DAVID, LEWIS
AND CLARK COLLEGE (an Oregon
nonprofit corporation dba "Lewis & Clark
Legal Clinic"), GEOFFREY WYATT, and
JOHN DOES 1 through 10,
Third-Party Defendants.

Case No. 0008-08423
STIPULATED JUDGMENT

1 By Stipulated Injunction ("Injunction") dated February 19, 2002 and pursuant to the
2 terms set forth in the Settlement Agreement and Mutual Release (the "Agreement"), the
3 parties agreed that Plaintiff shall have an injunction against Defendant Michel Wagner and
4 Defendant The Melmic Corporation. A copy of the Injunction and Agreement are attached
5 hereto as Exhibit A and B, respectively. The Injunction was entered on February ____, 2002.

6 By Stipulated Order of Dismissal dated February 19, 2002, a copy of which is
7 attached hereto as Exhibit C, and pursuant to the terms and provisions of the Agreement, the
8 following claims were dismissed on February 19, 2002:

- 9 1. All claims against Defendant Michel Wagner;
- 10 2. All claims against Defendant The Melmic Corporation;
- 11 3. All cross-claims, counterclaims and third-party claims against the Plaintiff
12 Oregon State Bar and Third-Party Defendants' David W. James, Nancy A.
13 Smith, Stephen J. Mathieu, Mark Peterson, Kristen David, Lewis & Clark
14 College (an Oregon nonprofit corporation, dba "Lewis & Clark Legal Clinic"),
15 and Geoffrey Wyatt.

16
17
18 BASED UPON THE STIPULATIONS OF THE PARTIES HERETO, IT IS
19 HEREBY ORDERED AND ADJUDGED:

- 20 1. Plaintiff shall have an Injunction against Defendant Michel Wagner
21 and Defendant The Melmic Corporation pursuant to the terms and provisions of the
22 Stipulated Injunction. The Injunction is prospective and shall survive, in its entirety, the
23 dismissal of Plaintiff Oregon State Bar's claims.
- 24 2. All remaining claims of plaintiff against Defendant Michel Wagner and
25 Defendant The Melmic Corporation are hereby dismissed with prejudice.
26

1 3. All cross-claims, counterclaims and third-party claims of Defendant
2 Cross-Complainant and Third-Party Plaintiff Michel Wagner against the Plaintiff Oregon
3 State Bar and Third-Party Defendants' David W. James, Nancy A. Smith, Stephen J. Mathieu,
4 Mark Peterson, Kristen David, Lewis & Clark College (an Oregon nonprofit corporation, dba
5 "Lewis & Clark Legal Clinic"), and Geoffrey Wyatt are hereby dismissed with prejudice.

6 4. Plaintiff Oregon State Bar shall reserve the right to pursue future
7 claims related to the enforcement of said Injunction against Defendant Wagner and Defendant
8 Melmic Corporation.
9

10 5. This judgment shall be entered without attorney fees, costs, and
11 disbursements to any party.

12 6. The clerk is hereby ordered to enter judgment in the register, as
13 provided in ORCP 70.
14

15 FEB 19 2002
16 DATED this _____ day of February, 2002.

17 Clifford Freeman
18 Circuit Court Judge

19 IT IS SO STIPULATED:

20 WILLIAMS, KASTNER, JAMES & URRUTIA

21
22
23 By: 

J. Richard Urrutia, OSB# 82452

Of Attorneys for Plaintiff, Cross Defendant

Oregon State Bar and Third Party Defendants Mark Peterson and Kristen David

1 MICHEL WAGNER

2
3 By: 

4 Michel Wagner
In Propria Persona

5
6 THOMAS G.P. GUILBERT

7
8 By: 

9 Thomas G.P. Guilbert, OSB# 72307
Of Attorneys for Defendant
10 The Melmic Corporation

11
12 Submitted By:

13
14 WILLIAMS, KASTNER, JAMES & URRUTIA

15
16
17 By: 

18 J. Richard Urrutia, OSB# 82452
Of Attorneys for Plaintiff, Cross Defendant
19 Oregon State Bar and Third Party Defendants Mark Peterson and Kristen David

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

OREGON STATE BAR,

Plaintiff,

vs.

THE MELMIC CORPORATION,

Defendant,

and

MICHEL WAGNER,

Defendant, Cross-
Complainant and Third-
Party Plaintiff,

vs.

OREGON STATE BAR,

Cross-Defendant,

and

DAVID W. JAMES, NANCY A. SMITH,
STEPHEN J. MATHIEU, MARK
PETERSON, KRISTEN DAVID, LEWIS
AND CLARK COLLEGE (an Oregon
nonprofit corporation, dba "Lewis & Clark
Legal Clinic"), GEOFFREY WYATT and
JOHN DOES 1 through 10,

Third-Party
Defendants.

Case No. 0008-08423

STIPULATED INJUNCTION

1 BASED UPON THE STIPULATION OF THE PARTIES HERETO, IT IS HEREBY
2 ORDERED:

3 1. That defendants, and each of them, directly or indirectly, or through any
4 business, corporation, or subsidiary, or as a director, officer, employee, agent, or otherwise,
5 are permanently enjoined from practicing law without a license, except that Defendant
6 Wagner may represent himself as provided in ORS 9.320.

7 2. For the purposes of this injunction, the phrase, "practicing law without a
8 license," means engaging, whether or not for compensation or in connection with any other
9 activity, in the "practice of law," as defined by the Oregon Supreme Court or by the Oregon
10 Court of Appeals, except as otherwise authorized by statute, law, or rule (including but not
11 limited to ORS 9.166(2)), by a person who is not an active member of the Oregon State Bar.

12 3. Without limiting the foregoing, defendants, and each of them, directly or
13 indirectly, or through any business, corporation, or subsidiary, or as a director, officer,
14 employee, agent, or otherwise are permanently enjoined from:
15

16 A. Exercising professional judgment in applying legal principles to
17 address another person's individualized needs through analysis, advice, or other
18 assistance. *Oregon State Bar v. Smith*, 149 Or App 171, 183, 942 P2d 793, *rev denied*
19 326 Or 62, 944 P2d 949, *US cert denied* 522 US 1117, 118 S Ct 1055, 140-LEd2d 117
20 (1997).
21

22 B. Holding themselves out, either individually or collectively, in any
23 manner, as an attorney, as a lawyer, or as authorized to practice law in the State of
24 Oregon; or, without limitation, using stationery or other material, whether written,
25 electronic, or otherwise, describing themselves, either collectively or individually, as
26

1 an attorney, as a lawyer, as licensed or authorized to practice law in the State of
2 Oregon, or as providing services that can only be provided by a person authorized to
3 practice law in Oregon;

4 C. Appearing, personally or otherwise, on behalf of another in any judicial
5 or administrative proceeding in the State of Oregon except as expressly permitted by
6 law;

7 D. Negotiating on behalf of another for the settlement of pending or
8 possible legal actions.

9 E. Drafting or selecting on behalf of another person or entity legal
10 documents involving the rights, duties, obligations, or liabilities of a person or entity
11 where the process of either drafting the document or selecting the document on behalf
12 of the person or entity constitutes the "practice of law" as defined by statute or
13 applicable decisions of the courts of the State of Oregon.

14 4. Nothing in this Stipulated Injunction precludes Defendant Wagner or
15 Defendant Melmic Corporation from performing services otherwise prohibited by Paragraphs
16 3A, 3D, and/or 3E of this injunction so long as the Defendant is acting at all times on behalf
17 of and under the active direction and supervision of a person authorized to practice law in
18 Oregon and so long as that person is in compliance with the applicable rules of professional
19 conduct with respect to the supervision of individuals who are not licensed to practice law and
20 aiding nonlawyers in the unlawful practice of law.

21 Plaintiff Oregon State Bar acknowledges the privilege of Defendant Wagner and
22 Defendant Melmic Corporation to fill in the blanks of a form selected by a person at the
23 direction of the person as authorized by *OSB v. Fowler*, 278 Or 169, 563 P2d 674 (1977).

1 5. This Injunction is prospective and shall survive, in its entirety, the dismissal of
2 Plaintiff Oregon State Bar's claims against Defendants Wagner and Melmic Corporation in
3 the present underlying case (Multnomah County Circuit Court Case No. 0008-08423).

4 DATED this ___ day of _____, 2002.

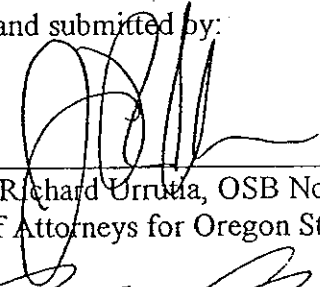
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Circuit Court Judge

IT IS SO STIPULATED:

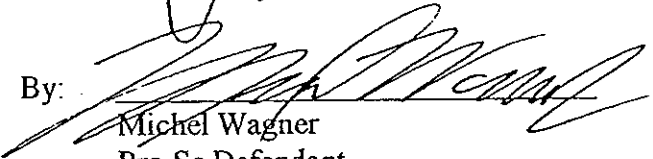
Prepared and submitted by:

By:



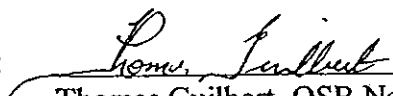
J. Richard Urrutia, OSB No. 82452
Of Attorneys for Oregon State Bar

By:



Michel Wagner
Pro Se Defendant

By:



Thomas Guilbert, OSB No. 72307
Of Attorneys for The Melmic Corporation

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release of all claims (hereinafter "Agreement") is made and effective this 14th day of February, 2002, by and between the Oregon State Bar ("OSB"), Michel L. Wagner ("Wagner"), The Melmic Corporation ("Melmic"), Mark Peterson ("Peterson"), and Kristen David ("David").

RECITALS

There is currently an action pending in Multnomah County Circuit Court Case No. 0008-08423 instituted by the OSB against Wagner and Melmic ("Pending Litigation"), alleging that Wagner has engaged in the unlawful practice of law in violation of ORS 9.160 ("OSB's Claims"). Wagner and Melmic dispute the allegations that they have engaged in the unlawful practice of law.

In the Pending Litigation, Wagner has joined Peterson and David as Third-Party Defendants and asserted various cross-claims, counterclaims and third-party claims against the OSB, Peterson, and David, including antitrust, defamation, ORICO, and civil rights violations ("Wagner's Claims"). OSB, Peterson, and David dispute Wagner's Claims.

The parties desire to resolve their differences and to bring to an end the Pending Litigation existing between them regarding or arising out of the allegations set forth therein on the terms and conditions set forth in this Agreement.

AGREEMENT

Therefore, in consideration of the mutual execution of this Agreement and the releases and promises made herein, the parties agree as follows:

SECTION 1.

The parties agree and covenant that a Stipulated Injunction ("Injunction") in the form of the attached Exhibit A shall be signed by the parties and entered in the Pending Litigation. Subsequent to the entry of the Injunction, OSB shall dismiss, with prejudice, its claims against Wagner and Melmic in the Pending Litigation. The Injunction will be prospective and shall survive, in its entirety, the dismissal of OSB's claims against Defendants Wagner and Melmic Corporation in the Pending Litigation. Wagner and Melmic, and each of them, agree that they will not challenge the validity and/or enforceability of the Injunction, or the jurisdiction of a court to enforce the Injunction, based on the dismissal of OSB's claims in the Pending Litigation.

SECTION 2.

Wagner shall dismiss, with prejudice, all pending cross-claims, counterclaims and third-party claims against OSB, Peterson, David, and all other named Third Party Defendants in the Pending Litigation.

SECTION 3.

The parties agree and covenant that a Stipulated Order in the form of the attached Exhibit B shall be signed by the parties and entered in the Pending Litigation, dismissing all claims as provided in Sections 1 and 2 of this Agreement.

The parties agree and covenant that a Judgment in the form of the attached Exhibit C shall be signed by the parties and entered in the Pending Litigation.

SECTION 4.

OSB, Peterson, and David, for themselves, their agents, attorneys, or assigns, hereby release, acquit, and forever discharge Wagner and Melmic, together with all of their past and present agents, officers, shareholders, employees, accountants, attorneys, heirs, executors, administrators, trustees, personal representatives, successors, and assigns from any and all claims, demands, damages, actions, or suits of any kind whatsoever, made or which could have been made in the Pending Litigation or with respect to Wagner and/or Melmic's interactions, contacts, dealings, and/or correspondence, directly or indirectly, with Kathy Bowman (nka Kathy Grove), Beni Kris Gonzales, Diana Santry, Robert Wiley, Nancy Smith, David James, Stephen Mathieu, Danielle Johnson, Desiree Millard (nka Desiree Marrion), Judge John B. Lewis, and Judge Paul Lipscomb; provided, however that the Oregon State Bar reserves the right to pursue future claims related to the enforcement of the Injunction against Wagner and the Melmic Corporation.

Notwithstanding the foregoing, if (i) Wagner or Melmic challenge the validity and/or enforceability of the Injunction, or the jurisdiction of the Circuit Court for Multnomah County, State of Oregon, to enforce the Injunction, based on the dismissal of OSB's claims in the Pending Litigation, or (ii) if a court declines to enforce the Injunction based on the dismissal of OSB's claims in the Pending Litigation, then the first paragraph in this Section 4 shall be void and of no further effect and OSB shall be permitted to pursue all claims, demands, damages, actions, or suits of any kind that otherwise would have been released, acquitted, and discharged.

SECTION 5.

Wagner, for himself, his executors, administrators, personal representatives, agents, attorneys, or assigns, hereby releases, acquits and forever discharges OSB, Peterson, David, Henry Tilghman, James Maldonado, Geoffrey Wyatt, Nancy Smith, David James, Stephen Mathieu, Northwestern School of Law of Lewis & Clark College, Lewis & Clark Legal Clinic, Kathy

Bowman (nka Kathy Grove), Beni Kris Gonzales, Diana Santry, Robert Wiley, Danielle Johnson, and Desiree Millard (nka Desiree Marrion) together with all of their past and present agents, officers, shareholders, employees, accountants, attorneys, heirs, executors, administrators, trustees, personal representatives, successors, and assigns, from any and all claims, demands, damages, actions, or suits of any kind whatsoever, on account of or in any way connected with the complaints, referrals, investigation, and Pending Litigation concerning Wagner and Melmic.

SECTION 6.

Melmic, for itself, its agents, attorneys, or assigns, hereby releases, acquits and forever discharges OSB, Peterson, David, Henry Tilghman, James Maldonado, Geoffrey Wyatt, Nancy Smith, David James, Stephen Mathieu, Northwestern School of Law of Lewis & Clark College, Lewis & Clark Legal Clinic, Kathy Bowman (nka Kathy Grove), Beni Kris Gonzales, Diana Santry, Robert Wiley, Danielle Johnson, and Desiree Millard (nka Desiree Marrion) together with all of their past and present agents, officers, shareholders, employees, accountants, attorneys, heirs, executors, administrators, trustees, personal representatives, successors, and assigns, from any and all claims, demands, damages, actions, or suits of any kind whatsoever, on account of or in any way connected with the complaints, referrals, investigation, and Pending Litigation concerning Wagner and Melmic.

SECTION 7.

All parties shall each bear their own costs and attorney fees incurred on their behalf in connection with the Pending Litigation.

SECTION 8.

This Agreement constitutes a compromise, settlement, and release of disputed claims between the parties as alleged in the Pending Litigation and is being entered into solely for the purpose of avoiding the burdens, inconveniences and expenses of continuing the Pending Litigation. Therefore, this Agreement is not to be and shall never be construed or deemed to be an admission or confession by any of the parties hereto of liability or culpability at any time for any purpose concerning the matters herein compromised, settled, and released.

SECTION 9.

This Agreement shall not be deemed to have been consummated and shall not become effective until such time as this Agreement is duly signed by the parties.

SECTION 10.

This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, and each of them, and their respective directors, officers, subsidiaries, affiliates, attorneys, agents, employees, representatives, successors, heirs, and assigns.

SECTION 11.

This Agreement is the entire, final, and complete agreement of the parties relating to the subject of this Agreement and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating thereto.

SECTION 12.

This Agreement has been entered into in the State of Oregon. The parties agree that the laws of the State of Oregon shall be utilized in construing this Agreement and enforcing the rights and remedies of the parties.

SECTION 13.

The parties hereby agree that should any lawsuit or other court proceeding be instituted to enforce or interpret this Agreement, it shall be filed and prosecuted exclusively within the Circuit Court for Multnomah County, State of Oregon.

SECTION 14.

The undersigned each acknowledge and represent that they have read this Agreement and have consulted or had the opportunity to consult with their respective attorneys concerning its contents and consequences, that the Agreement is being signed solely upon reliance on their respective judgment, belief, and knowledge of the matters set forth herein, and upon advice of their respective attorneys, and that the terms and conditions of this Agreement are contractual and not mere recitals, and that the undersigned have taken all actions and obtained all authorizations, consents, and approvals as are conditions precedent to their authority to execute this Agreement.

SECTION 15.

The parties hereby incorporate as an integral part of this Agreement the recitals set forth above and hereby acknowledge the truth and accuracy of such recitals.

SECTION 16.

This Agreement may be signed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one Agreement, but in making proof, it shall only be necessary to produce one such counterpart. The parties agree that facsimile copies shall be binding as originals.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed effective as of the day and year first above written.

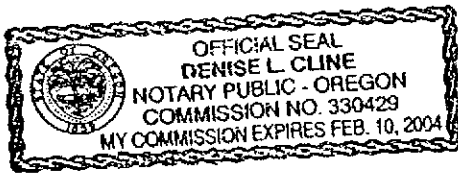
DATED this 14th day of February, 2002.

OREGON STATE BAR

Karen L. Garst
By:
Karen L. Garst, Executive Director

State of Oregon)
 (Clackamas) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me by Karen L. Garst on behalf of the Oregon State Bar, this 14th day of February, 2002.

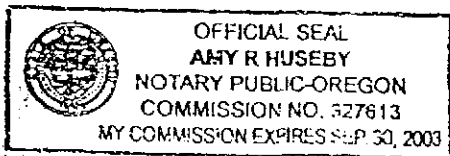


Denise L. Cline
Notary Public for Oregon
My commission expires: 2/10/04

Michel Wagner
Michel Wagner,
Pro Se Defendant

State of Oregon)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me by Michel L. Wagner, this 14th day of February, 2002.



Amy R. Huseby
Notary Public for Oregon
My commission expires: 9/30/03

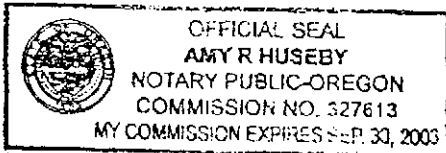
THE MELMIC CORPORATION

[Handwritten Signature]
By: Michel Wagner, President

State of Oregon)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me by Michel L. Wagner on behalf of the Melmic Corporation, this 14th day of February, 2002.

[Handwritten Signature: Amy R. Huseby]
Notary Public for Oregon
My commission expires: 9/30/03

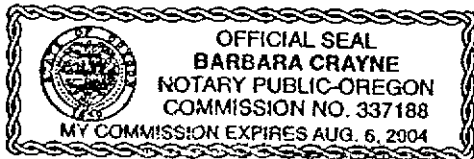


[Handwritten Signature: Mark Peterson]
Mark Peterson

State of Oregon)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me by Mark Peterson, this 15 day of February, 2002.

[Handwritten Signature: Barbara Crayne]
Notary Public for Oregon
My commission expires: _____



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Plaintiff Oregon State Bar, by and through its attorney, J. Richard Urrutia;

Defendant Michel Wagner, in propria persona;

Defendant The Melmic Corporation, by and through its attorney, Thomas G.P.

Guilbert;

Third Party Defendants Mark Peterson and Kristen David, by and through their attorney, J. Richard Urrutia, and STIPULATE AND AGREE as follows:

By the terms of the Settlement Agreement and Mutual Release (the "Agreement") which is attached hereto as Exhibit "A," Plaintiff Oregon State Bar and Defendants Michel Wagner and The Melmic Corporation agreed to execute and enter into a Stipulated Injunction (the "Injunction") which is attached hereto as Exhibit "B." Pursuant to the terms of the Agreement, the parties have agreed to settle all claims arising between them in the above referenced matter, and said parties therefore respectfully move this Court for entry of a STIPULATED ORDER OF DISMISSAL of those claims as follows:

1. After entry of the Injunction, plaintiff's claims are DISMISSED as to Defendants Wagner and the Melmic Corporation. The Injunction is prospective and shall survive, in its entirety, the dismissal of Plaintiff Oregon State Bar's claims;

2. Defendant Wagner's First Counterclaim and Third-Party Claim (styled "Antitrust, Interference with Prospective Business Advantage") is DISMISSED as to Plaintiffs Oregon State Bar and Third-Party Defendants David W. James, Nancy A. Smith, Stephen J. Mathieu, Mark Peterson, Kristen David, Lewis & Clark College (an Oregon nonprofit corporation, dba "Lewis & Clark Legal Clinic"), and Geoffrey Wyatt;

3. Defendant Wagner's Second Cross-Claim and Third-Party Claim (styled "Defamation") is DISMISSED as to Plaintiffs Oregon State Bar and Third-Party Defendants

1 IT IS SO STIPULATED:

2 WILLIAMS, KASTNER, JAMES & URRUTIA

3
4 By: 

J. Richard Urrutia, OSB# 82452
Of Attorneys for Plaintiff, Cross Defendant
Oregon State Bar and Third Party Defendants Mark Peterson and Kristen David

7 MICHEL WAGNER

8
9 By: 

Michel Wagner
In Propria Persona

12 THOMAS G.P. GUILBERT

13
14 By: 

Thomas G.P. Guilbert, OSB# 72307
Of Attorneys for Defendant
The Melmic Corporation

17
18
19 Submitted By:

21 WILLIAMS, KASTNER, JAMES & URRUTIA

22
23 By: 

J. Richard Urrutia, OSB# 82452
Of Attorneys for Plaintiff, Cross Defendant
Oregon State Bar and Third Party Defendants Mark Peterson and Kristen David