

ORIGINAL

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Attorneys for Dr. Larry R. Misner, Jr.,

U.S. DISTRICT COURT  
POCATELLO, IDAHO  
03-027-19 PM 4:35  
CLERK OF COURT  
CLERK OF COURT

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF IDAHO

POCATELLO DENTAL GROUP, P.C., an )  
Idaho professional corporation, )  
 )  
Plaintiff, )

Case No.: CV-03-450-E-LMB

vs. )

INTERDENT SERVICE CORPORATION, )  
a Washington corporation, )  
 )  
Defendant. )

**STIPULATION FOR DISMISSAL OF  
CROSS-CLAIM WITH PREJUDICE**

INTERDENT SERVICE CORPORATION, )  
a Washington corporation, )  
 )  
Counterclaimant, )

vs. )

POCATELLO DENTAL Group, P.C., an )  
Idaho professional corporation; DWIGHT )  
G. ROMRIELL, individually; LARRY R. )  
MISNER, JR., individually; GREGORY )  
ROMRIELL, individually; ERROL )  
ORMOND, individually; and ARNOLD )  
GOODLIFFE, individually, )  
 )  
Counterdefendants. )

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LARRY R. MISNER, JR, individually, )  
 )  
 Counterclaimant, )  
 )  
 vs. )  
 )  
 INTERDENT SERVICE CORPORATION,)  
 a Washington corporation, )  
 )  
 Counterdefendant. )  
 )  
 \_\_\_\_\_ )  
 )  
 LARRY R. MISNER, JR., individually, )  
 )  
 Crossclaimant, )  
 )  
 vs. )  
 )  
 POCATELLO DENTAL GROUP, P.C., an )  
 Idaho professional corporation, )  
 )  
 Crossdefendant. )  
 \_\_\_\_\_ )

COMES NOW Crossclaimant Larry R. Misner (“Misner”) and Crossdefendant Pocatello Dental Group, P.C. (“PDG”) and Stipulate to Settle the Crossclaim between these two parties in the above entitled case **with prejudice** pursuant to Fed. R. Civ. P. 41(a)(1)(ii) according to the terms and conditions stated herein. Both Misner and PDG also jointly request that this Court retain subject matter jurisdiction over the enforcement of this Settlement Agreement as well as personal jurisdiction over any other current party to this litigation (Case No: CV-460-E-LMB) necessary to enforce this Settlement Agreement between these two parties to the Crossclaim.

**TERMS AND CONDITIONS OF SETTLEMENT AGREEMENT**

1. The Crossclaim asserted by Misner against PDG in Case No: CV-460-E-LMB is hereby voluntarily dismissed **with prejudice** by Misner pursuant to Fed. R. Civ. P. 41(a)(1);

2. In satisfaction of all claims asserted by Misner against PDG in the dismissed Crossclaim and any other possible claims, either known or unknown, arising out of any professional or business relationship between these parties at the time of the filing of Misner's Crossclaim against PDG, PDG agrees to

(a) pay Misner the sum of two hundred and sixty seven thousand dollars (\$267,000.00) payable to Misner;

(b) pay Misner interest at a rate of 1.5% per month for any remaining balance not paid Misner by PDG beginning 90 days post signing by PDG; and

(c) release Misner from any and all possible claims PDG may have had against Misner, either known or unknown, at the time of the filing of the Crossclaim;

3. Misner and PDG expressly note that it is both of their understanding that the monetary payment called for by this Settlement Agreement is to be paid to Misner as a PDG liability by ISC pursuant to the Dental Group Management Agreement, Paragraph 2.6(b).

4. PDG also hereby affirms that

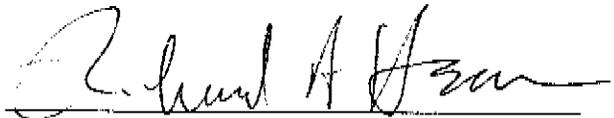
(a) defense of this now-settled Crossclaim was offered to ISC prior to reaching any settlement agreement with Misner and ISC explicitly refused to accept the defense of PDG in this matter, and

(b) PDG negotiated this Settlement Agreement with Misner in "good faith" and the Settlement Agreement was not the result of any collusion between PDG and Misner.

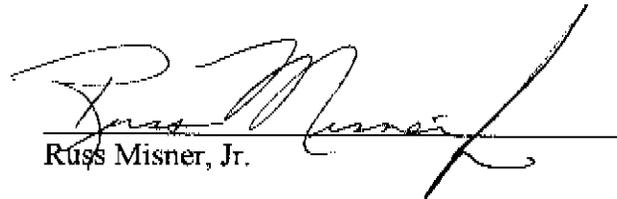
DATED this 19 day of October, 2004.



Ron Kerl, Counsel for PD



Richard A. Hearn, Counsel for Misner



Russ Misner, Jr.



Greg Romriell, Pres. PDG

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 15<sup>th</sup> day of October, 2004, I served a true and correct copy of the above and foregoing document to the following person(s) as follows:

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James P. Price  
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