

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

GLOBAL DIRECT SALES, LLC, PENOBSCOT)
INDIAN NATION, CHRISTOPHER RUSSELL)
and RYAN HILL,)

Case No.: 8:08-cv-02468

Plaintiffs,)

-v-)

AARON KROWNE, individually and d/b/a THE)
MORTGAGE LENDER IMPLD-O-METER and)
ML-IMPLD.COM, KROWNE CONCEPTS,)
INC., IMPLD-EXPLODE HEAVY)
INDUSTRIES, INC., JUSTIN OWINGS, KRISTA)
RAILEY, STREAMLINE MARKETING, INC. and)
LORENA LEGGETT,)

Assigned:
Hon. Deborah K. Chasanow

Defendants.)

**STIPULATION DISMISSING DEFENDANT STREAMLINE MARKETING, INC.,
ONLY AND TOLLING ALL OF STREAMLINE'S TIMING RELATED DEFENSES**

WHEREAS, on September 19, 2008, plaintiffs Global Direct Sales, LLC, Penobscot Indian Nation, Christopher Russell and Ryan Hill (collectively "Plaintiffs") filed the instant action (Dkt. 1); and

WHEREAS, defendant Streamline Marketing, Inc. ("Streamline") contends that it is not a proper party to this action and declarations evidencing the same have been provided and copies of which are collectively attached hereto as Exhibit "A";

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. The above-entitled action, as to defendant Streamline only, be and the same hereby is, discontinued, without prejudice, without costs to any party as against the other.

2. Plaintiffs and Streamline stipulate, covenant and agree that all of Streamline's Timing Defenses applicable to the Plaintiffs' Claims against Streamline shall be tolled from the date the instant action was commenced until and including the date the instant action is terminated. As used in this Stipulation, the following terms shall have the following meanings:

(a) "Claims" shall mean any and all claims and/or causes of action, if any, known or unknown, of the Plaintiffs against defendant Streamline.

(b) "Timing Defenses" shall mean and include any affirmative defenses to Plaintiffs' Claims that Streamline may have to the extent based upon (1) any statute of limitations, (2) laches, and/or (3) any failure of the Plaintiffs to institute or commence litigation or other legal proceedings within some specified period, before a specified date, or before the happening of a specified event.

3. Plaintiffs may commence an action against defendant Streamline after the termination of this action and/or within thirty (30) days after serving notice of termination by letter to Streamline. Such notice letter shall be served by email to: Geckogm@aol.com, followed by mailing the original of the notice letter by United States certified mail, return receipt requested, to the following person Gary Markel at the following address: 22260 Village Way, Canyon Lake, CA 92587. Streamline stipulates, agrees and consents to accept service of process of Plaintiffs subsequent action, if any, in the same manner as set forth for the service of the notice letter herein.

4. The parties represent and warrant that each of the individuals signing this Agreement on behalf of the Plaintiffs and Streamline have authority to sign on behalf of the individual or entity for which they have acted as signatory.

Dated: February 19, 2010

**KANTROWITZ, GOLDFRAMER
& GRAIFMAN, P.C.**

By: 

Michael L. Braunstein
747 Chestnut Ridge Road
Chestnut Ridge, N.Y. 10977
(845) 356-2570

STREAMLINE MARKETING, INC.

By:  

Gary Markel
22260 Village Way
Canyon Lake, CA 92587
(760) 521-0450

MASON LLP

Gary E. Mason
1625 Massachusetts Avenue, N.W.
Suite 605
Washington, DC 20036
(202) 429-2290

Counsel for Plaintiffs

EXHIBIT A

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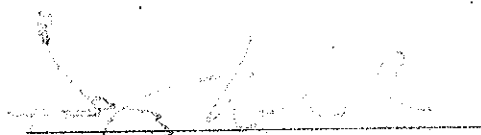
Defendants.)

I, Gary Markel, declare as follows:

1. I am over the age of 18 and competent to testify to the matters set forth herein.
2. I am the principal of defendant Streamline Marketing, Inc. ("Streamline"), and as such, I am familiar with the facts and circumstances set forth herein.
4. Defendant Krista Railey ("Railey") is not and has never a principal or owner of Streamline, and has never been authorized to write or publish articles for Streamline.
5. I am friends with Railey and allowed her to utilize Streamline's name and address when posting on the Mortgage Implode-O-Meter website and other websites solely to avoid publishing her personal address.
6. Streamline did not play any role in the article or its publication.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on: 2/19/2010



Gary Markel, President
Streamline Marketing, Inc.
22260 Village Way
Canyon Lake, CA 92587

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RAILEY, STREAMLINE MARKETING, INC. and)
LORENA LEGGETT,)

Assigned:
Hon. Deborah K. Chasanow

Defendants.)

I, Krista Railey, declare as follows:

1. I am over the age of 18 and competent to testify to the matters set forth herein.
2. I am personally a defendant in the within action, and as such, I am familiar with the facts and circumstances set forth herein.
3. I wrote the September 2008 article regarding the plaintiffs upon which this lawsuit centers.
4. I am and have been an officer and employee, and/or agent of defendant Streamline Marketing, Inc. ("Streamline"). I am not and have not been a principal or owner of Streamline Marketing, Inc.
5. I am friends with the principal of Streamline and only utilized Streamline's name and address when posting on the Mortgage Implode-O-Meter website (the "website") and other websites solely to avoid publishing my personal address.

6. Streamline did not play any role in the article or its publication.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on: 2-19-10



KRISTA RAILEY
22260 Village Way
Canyon Lake, CA 92587
(951) 746-3007