

1 Act if they are again raised. The term "ultimate judgment" refers to the final outcome whether
2 at the trial level or upon appeal.

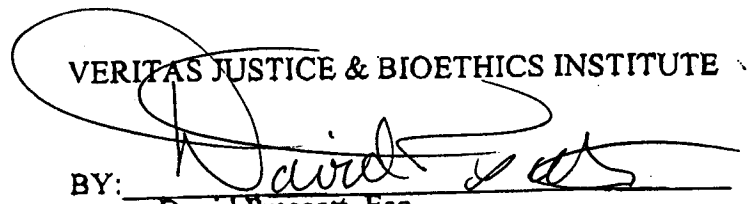
3 2. The CCE and the plaintiffs hereby acknowledge and agree that they will, upon
4 execution hereof, and the signing by the Court of the Order based hereon, be collaterally
5 estopped from relitigating or otherwise challenging the orders, rulings and judgments related
6 to the issues raised in the Third Cause of Action or otherwise referred to herein in Paragraph
7 1.

8 3. Following the execution of the Settlement and Release Agreement attached hereto
9 as Exhibit "1" and incorporated herein by reference by the CCE and the Plaintiffs and upon the
10 signing of the Order provided by the Honorable Charlene P. Mitchell, the Defendant CCE will,
11 upon the signing of the Request for Dismissal by all parties to the Third Cause of Action, and
12 upon the completion of party discovery as defined in the Agreement of Settlement and Release,
13 be dismissed with prejudice from this action on or before July 1, 2004.

14 4. The CCE stipulates that the following statement of facts is true and correct:
15 The CCE was incorporated as a separate, autonomous, entity in 1971. At no time since
16 1971 has the CCE directed, or attempted to direct chiropractic schools or colleges preparing
17 students to become licensed in California to offer elective education and training. The CCE
18 does not now consider itself, nor has it ever considered itself, as having any duty or
19 responsibility to make sure that the CCE accredited schools comply with the curriculum
20 requirements of Section 5 of the California Chiropractic Act.

21 5. Plaintiffs waive any right to the recovery of attorney's fees from the CCE in this
22 action irrespective of such recovery is based upon constitutional remedies or on any other
23 ground.

24 DATED: December 8, 2003

VERITAS JUSTICE & BIOETHICS INSTITUTE
BY: 
David Prescott, Esq.
Attorney for Plaintiffs

28 DATED: December 8, 2003

MICHAEL J. SCHROEDER, P.C.

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BY: Michael J. Schroeder, Esq.
Attorney for Defendant
THE COUNCIL ON CHIROPRACTIC
EDUCATION

DATED: March 18, 2004

Charles Pabovani Mitchell
JUDGE OF THE SUPERIOR COURT
Charles Pabovani Mitchell

EXHIBIT "1"

[TO "STIPULATION AND ORDER ~~(PROPOSED)~~ RE SETTLEMENT - AS TO CCE]

6

AGREEMENT OF SETTLEMENT AND RELEASE

Between

LAURENCE TAIN, D.C., DONALD NIELSEN, D.C.,
ROBERT BITTERS, D.C., STEPHANIE WATTENBERG, D.C.
AND LORI PRESCOTT, D.C.

and

THE COUNCIL ON CHIROPRACTIC EDUCATION

AGREEMENT OF SETTLEMENT AND RELEASE

THIS AGREEMENT OF SETTLEMENT AND RELEASE ("Agreement") is made, entered into, and effective as of December 5, 2003, the ("Effective Date"), between LAURENCE TAIN, D.C., DONALD NIELSEN, D.C., ROBERT BITTERS, D.C., STEPHANIE WATTENBERG, D.C. AND LORI PRESCOTT, D.C. (collectively "Tain Plaintiffs"), and THE COUNCIL ON CHIROPRACTIC EDUCATION ("CCE").

RECITALS

A. LAURENCE TAIN, D.C., DONALD NIELSEN, D.C., ROBERT BITTERS, D.C., STEPHANIE WATTENBERG, D.C. AND LORI PRESCOTT, D.C. have brought a number of claims against THE COUNCIL ON CHIROPRACTIC EDUCATION. These claims include the following civil court action (the "Action") captioned as LAURENCE TAIN, et al. v. STATE BOARD OF CHIROPRACTIC EXAMINERS, et al., Case No. CGC-03-419378, stating causes of action for Declaratory Relief, Injunctive Relief, and Writ of Mandate.

B. The parties hereto believe that it is in their best interests for the various claims referenced herein to be settled on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. **Obligations of Tain Plaintiffs.**

(a) Tain Plaintiffs shall execute and file a Request for Dismissal with Prejudice of Tain Plaintiffs' claims against CCE in the action pursuant to the terms set forth in the stipulation attached hereto as Exhibit "A" and incorporated

herein by this reference.

(b) Except as provided hereafter, the Tain Plaintiffs shall have the right to initiate and conduct party discovery until May 1, 2004. To the extent that specific documents and things are identified in response to discovery propounded prior to May 1, 2004, for example but without limitation, by way of interrogatories, related requests for the production thereof, or requests for admissions with respect to the genuineness thereof, may be made until July 1, 2004. In that event, the date for the filing of the Request for Dismissal shall be automatically extended until the discovery initiated prior to May 1, 2004 is completed; including the time necessary to obtain a final order with respect to any motion to compel the discovery related to those discovery matters initiated prior to July 1, 2004. There shall be an absolute limit of 35 interrogatories by the Tain Plaintiffs. The Tain Plaintiffs may conduct non-party discovery after May 1, 2004.

(c) The Tain Plaintiffs expressly waive the right to recover any attorneys fees from the CCE under any theory including as any remedy pursuant to the Action.

2. Obligations of CCE.

(a) CCE shall execute and file the stipulation that is attached hereto as Exhibit "A".

(b) The CCE agrees to be bound by the ultimate judgment in this case with respect to the constitutional law issues and the non-monetary constitutional law remedies raised in the Third Cause of Action of the Second Amended Complaint. In no event will the provisions of this Agreement provide for monetary relief

against the CCE.

3. Release of Claims by Tain Plaintiffs.

Tain Plaintiffs, for and on behalf of themselves and their past, present and future executors, guardians, conservators, trustees, heirs, predecessors, beneficiaries, legatees, devisees, successors, assigns, agents, employees, representatives and attorneys, and their respective executors, guardians, conservators, trustees, heirs, predecessors, beneficiaries, legatees, devisees, successors, assigns, agents, attorneys and employees, (collectively the "Tain Plaintiffs' Affiliates") do hereby fully and forever remise, release and discharge CCE and each and all of their past, present and future executors, guardians, conservators, trustees, heirs, predecessors, successors, beneficiaries, legatees, devisees, agents, attorneys, partners, corporations in which CCE was or is an officer, director or shareholder, any partnership in which CCE was a partner, and any officers, directors and shareholders of any of the foregoing, employees, successors, assigns, insurers and their respective executors, guardians, conservators, trustees, heirs, predecessors, successors, assigns, agents, employees, representatives, beneficiaries, legatees, partners, corporations, officers, directors, shareholders, partnerships, devisees and attorneys, (collectively all are named "CCE 's Affiliates"), of and from any and all claims, demands, agreements, allowances, inheritances, contracts, rights, covenants, actions, suits, causes of action, dispositions, distributions, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities, of whatever kind or nature, in law or equity or otherwise, whether known or unknown, which Tain Plaintiffs or Tain Plaintiffs' Affiliates, may have or now has or which any of them thereafter can, shall or may in the future have, for or by reason of any matter, cause or thing whatsoever relating in any manner to the parties herein as to the Third Cause of Action of the Second Amended Complaint in Case Number

CGC-03-419378, and as otherwise referred to in Exhibit "A" hereto, including but not limited to, (1) the Action, and (2) any causes of action which could have been filed in the Action, or are or were in any way related to said Action.

4. Release of Claims by CCE.

CCE, and the CCE Affiliates do hereby fully and forever remise, release and discharge the Tain Plaintiffs and the Tain Plaintiffs' Affiliates of and from any and all claims, demands, agreements, allowances, inheritances, contracts, rights, covenants, actions, suits, causes of action, dispositions, distributions, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities, of whatever kind or nature, in law or equity or otherwise, whether known or unknown, which CCE or CCE Affiliates, may have or now has or which any of them thereafter can, shall or may in the future have, for or by reason of any matter, cause or thing whatsoever relating in any manner to the parties herein as to the Third Cause of Action of the Second Amended Complaint in Case Number CGC-03-419378, and as otherwise referred to in Exhibit "A" hereto, including but not limited to (1) the Action, and (2) any causes of action which could have been filed in the Action, or are or were in any way related to said Action.

5. No Prior Assignment.

Each of the parties hereto represents and warrants that he, she or it has the full right, power and authority to enter into the releases set forth in Sections 3 and 4 above, and that he, she, or it has not assigned, conveyed, encumbered, or in any manner transferred all or any portion of the claims covered by such releases. Each party acknowledges and agrees that this warranty and representation is an essential and material term of such releases, without which the consideration relating hereto would not have been delivered by any party to any other.

6. Legal Advice.

Each of the parties hereto has received independent legal advice from his, her, or its attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement and the releases set forth above.

7. Waiver Under Section 1542 of the California Civil Code.

It is expressly understood that Section 1542 of the Civil Code of California provides as follows:

1542. General Releases; Extent

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

The provisions of Section 1542 of the Civil Code of California and any similar provisions in other jurisdictions, if in any way applicable, are hereby waived by the parties to the Agreement, and each of them, and they acknowledge that this waiver is an essential and material term of the releases set forth above, without which the consideration relating hereto would not have been delivered by any party to the other.

8. Discovery of Additional Facts.

The parties hereto agree and acknowledge that they, or any of them, may hereafter discover facts different from or in addition to those they, or any of them, now know or believe to be true with respect to the matters released herein, and the parties agree that this release shall be and will remain effective in all respects notwithstanding such different or additional facts. Except as otherwise expressly provided herein, is the intention hereby fully, finally and forever to settle and

release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between the parties hereto and the matters specified herein. In furtherance of such intention, except as otherwise expressly provided herein, the releases given herein shall be and will remain in effect as full and complete mutual releases of any such matters notwithstanding the discovery or existence of any such additional claims or facts relative thereto.

9. No Representations.

Except as expressly provided in this Agreement and Exhibit "A" hereto, no party of any officer, agent, employee, representative or attorney of or for any party, has made any statement or representation to any other party regarding any fact relied upon by the other party in entering into this Agreement, and no party has relied upon any statement, representation or promise of any other party, or of any other officer, agent, employee or attorney for the other party, in executing this Agreement or in making the settlement provided for herein, except as expressly stated herein. To the extent that any party relies upon any statement, representation or fact not set forth in this Agreement, it does so at its own risk.

10. Factual Investigation.

Each party has made such investigation of the facts pertaining to this settlement and the releases set forth herein and all matters pertaining hereto as it deems necessary. In entering into this Agreement, each party assumes the risk of any mistake. The releases set forth in this Agreement are intended to be final and binding between the parties hereto, regardless of any claims of misrepresentations, promises made without the intention of performing them, mistake of fact or law, or any other circumstances whatsoever.

11. Representations by Tain Plaintiffs.

Tain Plaintiffs hereby represents, warrants and guarantees the following matters to CCE as a material inducement to the agreement of CCE set forth herein:

(a) This Agreement shall become effective upon the due execution by the parties of the Stipulation attached hereto as Exhibit "A" and upon the acceptance and signing at the Order by the Honorable Charlene P. Mitchell or any other appropriate Judge of the Court. No other consent, approval or authorization of a court or any other person or entity is required as a condition to the effectiveness of this Agreement.

(b) No bankruptcy or insolvency proceeding is pending against Tain Plaintiffs or any entity to which Tain Plaintiffs is a general partner, officer, or director.

12. Representations by CCE.

CCE hereby represents, warrants, and guarantees the following matters to Tain Plaintiffs as a material inducement to the agreement of Tain Plaintiffs set forth herein:

(a) This Agreement shall become effective upon the due execution by the parties of the Stipulation attached hereto as Exhibit "A" and upon the acceptance and signing at the Order by the Honorable Charlene P. Mitchell or any other appropriate Judge of the Court. No other consent or approval of a court or any other person or entity except those persons and entities signing hereto is required as a condition to the effectiveness of this Agreement.

(b) No bankruptcy or insolvency proceeding is pending against CCE or any entity to which CCE is a general partner, officer, or director.

13. Form of Documents.

All instruments, certificates, and other documents to be executed and delivered under

this Agreement by any party to another shall be in a form reasonably satisfactory to the other party.

14. Calendar Days; Close of Business.

Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate on the close of business on that day or date and references to "days" shall refer to calendar days.

15. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, trustees, guardians, conservators, agents, devisees, legatees, heirs, legal representatives, successors, and permitted assigns. The preceding sentence shall not affect any restriction on assignment set forth elsewhere in this Agreement.

16. Notices.

Any notice, request, demand, or other communication given pursuant to the terms of this Agreement shall be deemed given upon delivery, if hand delivered, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, and sent certified or registered mail, return receipt requested, correctly addressed to the addresses of the parties indicated below or at such other address as such party shall in writing have advised the other party. Notices may also be given by transmittal over electronic transmitting devices, such as IBM System 6, NBI, RapiFax, TWIX, Telex, or telecopy machine, if the party to whom the notice is being sent has such a device in his or her office, provided a complete copy of any such notice so transmitted shall also be mailed in the same manner as required for mailed notice. Notices electronically transmitted shall be deemed given upon receipt or forty-eight (48) hours after deposit in the mail as required above.

To CCE:

THE COUNCIL ON CHIROPRACTIC EDUCATION
c/o 1851 E. First Street, Suite 1160
Santa Ana, CA 92705

with a copy to:

MICHAEL J. SCHROEDER, ESQ.
1851 E. First Street, Suite 1160
Santa Ana, CA 92705

To Tain Plaintiffs:

LAURENCE TAIN, D.C., DONALD NIELSEN, D.C.,
ROBERT BITTERS, D.C., STEPHANIE WATTENBERG, D.C.
AND LORI PRESCOTT, D.C.
c/o 22365 El Toro Road, Suite 109
Lake Forest, CA 92630

With a copy to:

DAVID PRESCOTT, ESQ.
Veritas Justice & Bioethics Institute
22365 El Toro Road, Suite 109
Lake Forest, CA 92630

17. Choice of Law.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

18. Jurisdiction.

The parties submit to the jurisdiction of the Courts of the State of California or a Federal Court empaneled in the State of California for the resolution of all legal disputes arising under the terms of this Agreement, including, but not limited to, enforcement of any arbitration

award.

19. Entire Agreement.

Except as provided herein, this Agreement, including exhibits, contains the entire agreement of the parties, and supersedes all existing negotiations, representations or agreements and all other oral, written, or other communications between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

20. Captions.

The captions in this Agreement are inserted only as a matter of convenience and for reference and shall not be deemed to define, limit, enlarge, or describe the scope of this Agreement or the relationship of the parties, and shall not affect this Agreement or the construction of any provisions herein.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

22. Modification.

No change, modification, addition, or amendment to this Agreement shall be valid unless in writing and signed by all parties hereto.

23. Negotiations.

The parties mutually agree and warrant that all negotiations relative to this Agreement have been carried on by them directly without the intervention of any third person, and that no

brokerage, finder's fee, or other commission will be due relative to this Agreement or the transaction contemplated hereby by reason of the act or omission of the warranting party.

24. Waiver.

Either party may, by written notice to the other:

(a) Waive any of the conditions to its obligations hereunder or extend the time for the performance of any of the obligations or other actions of the other;

(b) Waive any inaccuracies or representations of the other contained in this Agreement or any document delivered pursuant to this Agreement;

(c) Waive compliance of the other with any of the covenants contained herein;

or

(d) Waive or modify performance of any of the obligations of the other.

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition of this Agreement.

25. Attorneys' Fees.

Except as otherwise provided herein, if a dispute should arise between the parties including, but not limited to arbitration, the prevailing party shall be reimbursed for all reasonable expenses incurred in resolving such dispute, including attorneys' fees (the reasonableness of such fees shall be determined based on the number of hours spent, customary hourly billing rates, and the reasonableness of the number of hours spent) but exclusive of such amount of attorneys' fees as shall be a premium for result or for risk of loss under a contingency fee arrangement.

26. Pronouns.

Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely.

27. Time is of the Essence.

Time is of the essence of and under this Agreement.

28. Additional Documents.

The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and/or deliver from time to time such other and further instruments and documents as may be necessary or convenient to the fulfillment of these purposes.

29. Taxes.

Any transmission, value-added, income, gift or other tax required to be paid as a result of the payments or transfers due hereunder, shall be borne by the party required under law to make such tax payment. Notwithstanding the foregoing, nothing herein shall be construed to prohibit CCE from claiming that the legal expenses and payments made hereunder and in the Action are deductible under Internal Revenue Code Sections 162 and 212. Any withholding taxes in the nature of a tax on income shall be deducted from payments due, and the party required to withhold such tax shall furnish to the party receiving such payment all documentation necessary to prove the proper amount to withhold of such taxes and to prove payment to the tax authority of such required withholding.

30. Not for the Benefit of Creditors or Third Parties.

The provisions of this Agreement are intended only for the regulation of relations

among the parties. This Agreement is not intended for the benefit of creditors of the parties or other third parties and no rights are granted to creditors of the parties or other third parties under this Agreement. Under no circumstances shall any third party, who is a minor, be deemed to have accepted, adopted, or acted in reliance upon this Agreement.

31. Cross-References.

All cross-references, unless specifically directed to another agreement or document, refer to provisions within the Agreement, and shall not be deemed to be references to the overall transaction or to any other agreement or document.

32. Not an Admission of Liability.

Except for the factual stipulations contained in Exhibit "A", the parties hereto acknowledge and agree that this is part of a compromise settlement which is not in any respect, nor for any purpose, to be deemed or construed to be an admission or concession of any liability whatsoever, on the part of any person, trustee, firm, entity or corporation whatsoever and all the parties expressly deny any such liability.

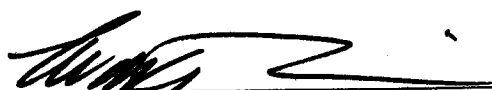
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

"CCE"

see next page

THE COUNCIL ON CHIROPRACTIC
EDUCATION

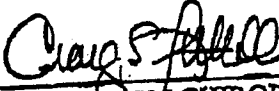
"TAIN PLAINTIFFS"


LAURENCE TAIN, D.C.,

acknowledge and agree that this is part of a compromise settlement which is not in any respect, nor for any purpose, to be deemed or construed to be an admission or concession of any liability whatsoever, on the part of any person, trustee, firm, entity or corporation whatsoever and all the parties expressly deny any such liability.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

"CCE"



THE COUNCIL ON CHIROPRACTIC
EDUCATION

"TAIN PLAINTIFFS"

LAURENCE TAIN, D.C.,

Donald Melsen, D.C.
DONALD MELSEN, D.C.

SEE Next Page
ROBERT BITTERS, D.C.

SEE Next Page
STEPHANIE WATTENBERG, D.C.

Lori Prescott, D.C.
LORI PRESCOTT, D.C.

APPROVED AS TO FORM AND CONTENT:

Michael J. Schroeder
Michael J. Schroeder, Esq.
Attorney for CCE

David Prescott
David Prescott, Esq.
Attorney for Tain Plaintiffs

Donald Nelson, D.C.
DONALD NELSEN, D.C.

Robert Bitters
ROBERT BITTERS, D.C.

See Next Page
STEPHANIE WATTENBERG, D.C.

See Preceding Page
LORI PRESCOTT, D.C.

APPROVED AS TO FORM AND CONTENT:

Michael J. Schroeder
Michael J. Schroeder, Esq.
Attorney for CCE

David Prescott
David Prescott, Esq.
Attorney for Tain Plaintiffs

Donald Nelsen, D.C.
DONALD NELSEN, D.C.

SEE Preceding page
ROBERT BITTERS, D.C.

Stephanie Wattenberg, D.C.
STEPHANIE WATTENBERG, D.C.

See Preceding page
LORI PRESCOTT, D.C.

APPROVED AS TO FORM AND CONTENT:

Michael J. Schroeder
Michael J. Schroeder, Esq.
Attorney for CCE

David Prescott
David Prescott, Esq.
Attorney for Tain Plaintiffs

EXHIBIT "A"

1 Michael J. Schroeder, P.C., Bar No. 107292
2 A PROFESSIONAL CORPORATION
3 1851 E. First Street, Suite 1160
4 Santa Ana, California 92705
5 Telephone: (714) 647-6488
6 Facsimile: (714) 558-7723

7
8 Attorneys for Defendant
9 THE COUNCIL ON CHIROPRACTIC EDUCATION

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN FRANCISCO

13 LAURENCE TAIN, D.C.; DONALD
14 NIELSEN, D.C.; ROBERT BITTERS,
15 D.C.; STEPHANIE WATTENBERG, D.C.;
16 and LORI PRESCOTT, D.C.,

17 Plaintiffs,

18 v.

19 STATE BOARD OF CHIROPRACTIC
20 EXAMINERS; CALIFORNIA
21 ACUPUNCTURE BOARD; THE
22 COUNCIL ON CHIROPRACTIC
23 EDUCATION, INC.; and DOES 1 to 20,

24 Defendants.

CASE NO. CGC-03-419378

STIPULATION AND ORDER
[PROPOSED] RE SETTLEMENT

Judge: CHARLENE P. MITCHELL

Dept.: 502

Complaint
Filed: April 14, 2003

Trial Date: Not Set

25 Plaintiffs and Defendant, the Council on Chiropractic Education ("CCE") hereby
26 stipulates as follows:

- 27 1. The CCE agrees to, and hereby is, bound by the ultimate judgment in this case
28 with respect to the constitutional issues and non-monetary and any non-injunctive constitutional
remedies in the Third Cause of Action to the Second Amended Complaint as to the 1976 and
1978 amendments to the Chiropractic Act and as to any amended Complaints or amendments
to the Complaint but only as to the exact same issues that were raised in the Third Cause of
Action in the Second Amended Complaint as to the 1976-1978 amendments to the Chiropractic

1 Act if they are again raised. The term "ultimate judgment" refers to the final outcome whether
2 at the trial level or upon appeal.

3 2. The CCE and the plaintiffs hereby acknowledge and agree that they will, upon
4 execution hereof, and the signing by the Court of the Order based hereon, be collaterally
5 estopped from relitigating or otherwise challenging the orders, rulings and judgments related
6 to the issues raised in the Third Cause of Action or otherwise referred to herein in Paragraph

7 1.

8 3. Following the execution of the Settlement and Release Agreement attached hereto
9 as Exhibit "1" and incorporated herein by reference by the CCE and the Plaintiffs and upon the
10 signing of the Order provided by the Honorable Charlene P. Mitchell, the Defendant CCE will,
11 upon the signing of the Request for Dismissal by all parties to the Third Cause of Action, and
12 upon the completion of party discovery as defined in the Agreement of Settlement and Release,
13 be dismissed with prejudice from this action on or before July 1, 2004.

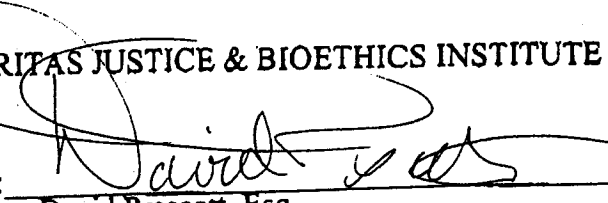
14 4. The CCE stipulates that the following statement of facts is true and correct:

15 The CCE was incorporated as a separate, autonomous, entity in 1971. At no time since
16 1971 has the CCE directed, or attempted to direct chiropractic schools or colleges preparing
17 students to become licensed in California to offer elective education and training. The CCE
18 does not now consider itself, nor has it ever considered itself, as having any duty or
19 responsibility to make sure that the CCE accredited schools comply with the curriculum
20 requirements of Section 5 of the California Chiropractic Act.

21 5. Plaintiffs waive any right to the recovery of attorney's fees from the CCE in this
22 action irrespective of such recovery is based upon constitutional remedies or on any other
23 ground.

24 DATED: December 8, 2003

VERITAS JUSTICE & BIOETHICS INSTITUTE

25
26 BY: 
David Prescott, Esq.
Attorney for Plaintiffs

27
28 DATED: December 8, 2003

MICHAEL J. SCHROEDER, P.C.

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BY: Michael J. Schroeder, Esq.
Attorney for Defendant
THE COUNCIL ON CHIROPRACTIC
EDUCATION

DATED: _____

JUDGE OF THE SUPERIOR COURT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): DAVID PRESCOTT Veritas Justice & Bioethics Institute 22365 El Toro Rd., Ste. 109 Lake Forrest, Calif. 92630 ATTORNEY FOR (Name): Plaintiff/Petitioners	TELEPHONE NO.: (714)649-0661	FOR COURT USE ONLY ENDORSED FILED <i>San Francisco County Superior Court</i> MAY 28 2004 GORDON PARK-LI, Clerk BY: <u>SADIE LI</u> Deputy Clerk
Insert name of court and name of judicial district and branch court, if any: San Francisco County Superior Court Civic Center Courthouse		
PLAINTIFF/PETITIONER: Laurence Tain, D.C., et al.		
DEFENDANT/RESPONDENT: State Board of Chiropractic Examiners, et al.		
REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): Declaratory, Injunctive and Mandamus Relief		CASE NUMBER: CGC-03-419378

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:

a. (1) With prejudice (2) Without prejudice

b. (1) Complaint (2) Petition

(3) Cross-complaint filed by (name):

on (date):

(4) Cross-complaint filed by (name):

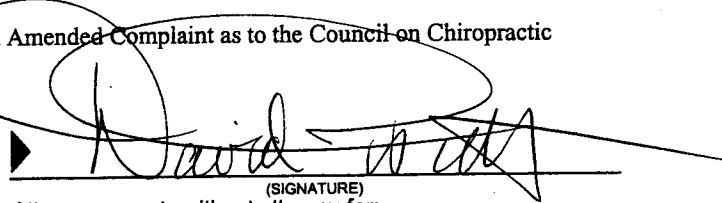
on (date):

(5) Entire action of all parties and all causes of action

(6) Other (specify):* Third Cause of Action to the Second Amended Complaint as to the Council on Chiropractic Education only.

Date: May 18, 2004

.....
DAVID PRESCOTT



(SIGNATURE)

Attorney or party without attorney for:

Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)
 * If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

2. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date: May 25, 2004

.....
MICHAEL SCHROEDER



(SIGNATURE)

Attorney or party without attorney for:

Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)
 ** If a cross-complaint or Response (Family Law) seeking affirmative relief is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

(To be completed by clerk)

3. Dismissal entered as requested on (date):

4. Dismissal entered on (date): as to only (name):

5. Dismissal not entered as requested for the following reasons (specify):

6. a. Attorney or party without attorney notified on (date):
 b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to conform means to return conformed copy

Date: _____ Clerk, by _____, Deputy

