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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

IN-N-OUT BURGERS, a California
corporation,

Plaintiff,

vs.

CHADDER'S RESTAURANT, an unknown
entity; CSSR HOLDINGS, LLC, a Utah
limited liability company; CHADDER'S
HOLDING, LLC, a Utah limited liability
company; and CHAD STUBBS, an
individual,

Defendants.

**ORDER GRANTING STIPULATION OF
DISMISSAL WITH PREJUDICE**

Case No. 2:07-CV-394 TS

Judge Ted Stewart

WHEREAS, the parties to the above-captioned action (the "Action") having entered into a settlement of all claims and disputes in the Action, which such settlement is set forth in that

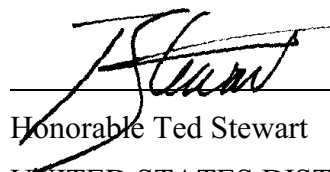
certain “Confidential Settlement Agreement and Mutual Release” effective October 31, 2007 (the “Agreement”);

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Stipulation is APPROVED by the Court in its entirety, such that:

1. Plaintiffs’ Complaint and Chadder’s Counterclaim and the entire Action shall be, and hereby is, DISMISSED WITH PREJUDICE pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, and the Temporary Restraining Orders of June 29 and July 16, 2007 are deemed expired;
2. Each party to bear its own costs and attorneys’ fees; and
3. Despite the dismissal of the Action, the Court shall nonetheless retain jurisdiction over the parties and the Action with respect to any subsequent action brought by one or more of the parties to the Action (or his or its successors or assigns) as against one or more of the other parties to the Action (or his or its successors or assigns) to declare, interpret, or enforce, or arising from the alleged breach of, the terms and conditions of the Agreement.

DATED this 1st day of November, 2007.

BY THE COURT:



Honorable Ted Stewart
UNITED STATES DISTRICT COURT

APPROVED AS TO FORM AND CONTENT:

/s/ Juliette P. White FRANCIS
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/s/ David Griffin
*(signed by Filing Attorney with permission of Defendants'
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