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SolidWorks Corporation  
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9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION  
12

13 AUTODESK, INC., a Delaware corporation,

14 Plaintiff and  
Counterdefendant,

15 v.

16 DASSAULT SYSTÈMES SOLIDWORKS  
17 CORPORATION, a Delaware corporation,

18 Defendant and  
Counterclaimant.  
19

Case No. 3:08-cv-04397-WHA

**STIPULATION AND ~~PROPOSED~~  
ORDER REGARDING VOLUNTARY  
DISMISSAL OF CLAIMS UNDER  
CALIFORNIA BUSINESS &  
PROFESSIONS CODE §§ 17200 AND  
17500**

1 WHEREAS Plaintiff and Counterdefendant Autodesk, Inc. (“Autodesk”) asserts in its  
 2 First Amended Complaint claims for relief for Unfair Business Practices, Deceptive Business  
 3 Practices, Unlawful Business Practices, and Deceptive, False, and Misleading Advertising under  
 4 California State Law;

5 WHEREAS, Defendant and Counterclaimant Dassault Systèmes SolidWorks Corporation  
 6 (“SolidWorks”) asserts in its Answer and Counterclaims to Autodesk’s First Amended Complaint  
 7 counterclaims for relief for Unfair Business Practices, Deceptive Business Practices, Unlawful  
 8 Business Practices, and Deceptive, False, and Misleading Advertising under California State Law,

9 WHEREAS Autodesk and SolidWorks have agreed to dismiss the above-described  
 10 California state law claims;

11 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the  
 12 parties to this action, through their respective counsel, and ordered by the Court, as follows:

13 1. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Counts VI (Unfair Business Practices –  
 14 California Law), VII (Deceptive Business Practices – California Law), VIII (Unlawful Business  
 15 Practices – California Law), and IX (Deceptive, False, and Misleading Advertising – California  
 16 Law) in Plaintiff’s First Amended Complaint are DISMISSED WITHOUT PREJUDICE.

17 2. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Counts III (Unfair Competition –  
 18 California Law) and IV (False Advertising – California Law) in Defendant’s Answer and  
 19 Counterclaims to Plaintiff’s First Amended Complaint are DISMISSED WITHOUT  
 20 PREJUDICE.

21 3. The parties covenant and agree not to refile the dismissed claims described in  
 22 paragraphs 1 and 2 (above) concerning the acts alleged in Plaintiff’s First Amended Complaint or  
 23 Defendant’s Answer and Counterclaims to Plaintiff’s First Amended Complaint, respectively, in  
 24 this or any other court, whether state or federal.

25 4. Each party is to bear its own fees and costs with respect to the claims recited in  
 26 paragraphs 1 and 2, above. Nothing in this stipulation shall affect in any way the remainder of  
 27 the claims for relief, counterclaims, or affirmative defenses asserted by either party in this case or  
 28 any other lawsuit and all rights are expressly reserved with respect to those remaining claims.

1 IT IS SO STIPULATED.

MORRISON & FOERSTER LLP

2 Dated: November 24, 2009

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4 By: /s/ David E. Melaugh  
DAVID E. MELAUGH

5 Attorney for Plaintiff and  
6 Counterdefendant, AUTODESK, INC.

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8 QUINN EMANUEL URQUHART OLIVER  
& HEDGES, LLP

9 Dated: November 24, 2009

10 By: /s/ Evette D. Pennypacker  
11 EVETTE D. PENNYPACKER

12 Attorney for Defendant and  
13 Counterclaimant, DASSAULT  
SYSTEMES SOLIDWORKS  
CORPORATION

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15 **PURSUANT TO STIPULATION, IT IS SO ORDERED**

16 Dated: November 30, 2009

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HONORABLE WILLIAM H. ALSUP  
United States District Court Judge

