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 11 JOHN SENDER

Attorneys for Defendant
 FRANKLIN RESOURCES, INC.

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 15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

18 JOHN SENDER,
 19
 20 Plaintiff,
 21 v.
 22 FRANKLIN RESOURCES, INC. and DOES
 1-15,
 23 Defendants.

CASE NO. 11-cv-3828 EMC

**JOINT STIPULATION VOLUNTARILY
 DISMISSING PLAINTIFF'S CLAIMS WITH
 PREJUDICE AND TERMINATING ACTION**

1 TO THE COURT AND THE CLERK OF THE COURT, PLEASE TAKE NOTICE THAT
2 the parties to the above-referenced action hereby stipulate and agree as follows:

3 Plaintiff John Sender (“Plaintiff”) and Defendant Franklin Resources, Inc. (“Franklin”) have
4 reached a confidential settlement to settle all of Plaintiff’s claims in the instant lawsuit and to
5 terminate all proceedings in this action with prejudice. Therefore, Plaintiff and Franklin hereby
6 stipulate and agree that the claims of Plaintiff in the above-captioned lawsuit shall be and hereby are
7 dismissed with prejudice and that the above-captioned action be terminated in its entirety pursuant to
8 Federal Rule of Civil Procedure 41(a)(1)(A)(ii),¹ with each side to bear its own costs, expenses, and
9 attorneys’ fees, except as may otherwise be provided in the confidential settlement agreement. No
10 further Court order is required.

11
12 IT IS SO STIPULATED

13 DATED: July 27, 2016

14 CERA LLP

GIBSON, DUNN & CRUTCHER LLP

15
16 By: /s/ Solomon B. Cera
17 Solomon B. Cera

By: /s/ Steven J. Johnson
Steven J. Johnson

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26 ¹ In the instant case where there is not a certified class, voluntary dismissal by joint stipulation of
27 the parties is proper. Fed R. Civ. P. 41(a)(1)(A).

1 SHAPIRO SHER GUINOT & SANDLER, PA TRUCKER ♦ HUSS, A Professional Corporation

2
3
4 By: /s/ Paul Mark Sandler
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By: /s/ R. Bradford Huss
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8 *Attorneys for Plaintiff*
9 *John Sender*

Attorneys for Defendant
Franklin Resources, Inc.

10
11 I attest that I have obtained Mr. Cera's, Mr. Sandler's, and Mr. Huss's concurrence in the
12 filing of this document.

13
14
15 IT IS SO ORDERED:

16 Edward M. Chen
17 U.S. District

