Skout, Inc v. Jen Processing, Ltd et al

Doc. 95

## 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27

## STIPULATION OF DISMISSAL OF IDOYA LIMITED AND NORMAN DEMAJO WITH PREJUDICE

WHEREAS, Plaintiff Skout, Inc. ("Plaintiff") filed its First Amended Complaint for Breach of Contract; Fraud; Unfair or Deceptive Business Practices; Violation of the Computer Fraud and Abuse Act; Violation of the California Comprehensive Computer Data Access and Fraud Act; and Violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act on May 29, 2015.

WHEREAS, Plaintiff and Defendants Idoya Limited and Norman Demajo settled this matter on or about March 2016.

THEREFORE, IT IS HEREBY STIPULATED by and between Plaintiff and Defendants Idoya Limited and Norman Demajo through their designated counsel that the above-captioned action should be dismissed with prejudice as to Defendants Idoya Limited and Norman Demajo pursuant to FRCP 41(a)(2). The parties further stipulate that, except as set forth in the March 2016 Settlement Agreement between them, the parties shall bear their own attorney's fees, expenses, and costs.

IT IS SO STIPULATED.

Dated: March 10, 2016 KAUFHOLD GASKIN LLP

/s/ Steven S. Kaufhold

Steven S. Kaufhold

KAUFHOLD GASKIN LLP Steven S. Kaufhold (SBN 157195) SKaufhold@KaufholdGaskin.com Quynh K. Vu (SBN 286631) QVu@KaufholdGaskin.com 388 Market St., Suite 1300 San Francisco, CA 94111

T: 415-445-4620

Attorneys for Skout, Inc.

28

STIPULATION OF DISMISSAL OF IDOYA LIMITED AND NORMAN DEMAJO AND [PROPOSED ORDER] Case No. 14-02341 RS

1 2 **ORDER** 3 The Court, having considered the stipulation of the parties and good cause appearing 4 therefor, orders as follows: The action is dismissed with prejudice as against Defendant Idoya Limited 5 1. pursuant to FRCP 41(a)(2). 6 2. 7 The action is dismissed with prejudice as against Defendant Norman Demajo pursuant to FRCP 41(a)(2). 8 Each party shall bear their own costs and attorneys' fees. 3. 9 4. The Court shall retain jurisdiction over this matter, only to the extent 10 necessary, to enforce the terms of the March 2016 Settlement Agreement. 11 12 IT IS SO ORDERED. 13 14 15 Dated: <u>3/10/16</u> 16 Honorable Richard Seeborg United States District Judge 17 Northern District of California 18 19 20 21 22 23 24 25 26 27

28