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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

<p>KENU, INC.,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>BHH LLC et al.,</p> <p style="text-align: center;">Defendants.</p> <hr/> <p>BHH LLC, E. MISHAN &amp; SONS, INC.,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>KENU, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>Consolidated Case No. 14-cv-04327-JD</p> <p><b><del>[PROPOSED]</del> ORDER GRANTING DISMISSAL WITH PREJUDICE</b></p> <p>Judge: Honorable James Donato</p> <p>Member Case No. 15-cv-1107-JD</p>
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Pursuant to the stipulation of the parties, Kenu, Inc. and BHH LLC and E. Mishan & Sons, Inc. (“the Parties”).

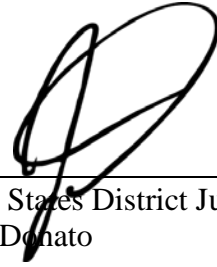
IT IS HEREBY ORDERED that this action is dismissed, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure as follows:

1. Plaintiff’s claims against E. Mishan & Sons, Inc. and BHH LLC are dismissed with prejudice in their entirety;
2. Defendants’ claims and counterclaims are dismissed with prejudice in their entirety, with the exception that invalidity defenses are dismissed without prejudice; and
3. Each party shall bear its own attorney’s fees and costs.

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IT IS FURTHER ORDERED that the Court shall retain jurisdiction in connection with any violation of the Parties' settlement agreement.

SO ORDERED and SIGNED this 26th day of April, 2016.



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United States District Judge  
James Donato