



1 prejudice. In support of this Stipulation, the Parties state as follows:

2 WHEREAS, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the Parties may  
3 stipulate to the dismissal of this action without a Court order;

4 WHEREAS, on May 5, 2015, the Parties entered into a settlement agreement that stipulates to  
5 the dismissal of all claims with prejudice;

6 WHEREAS, the Parties have further agreed that they shall each bear their own attorneys' fees  
7 and expenses incurred in any way related to this action.

8 IT IS HEREBY STIPULATED AND AGREED by the Parties through their counsel:

- 9 1. Virtual Point's claims against Hedera in this action shall be dismissed with prejudice; and  
10 2. The Parties shall each bear their own attorneys' fees and expenses incurred in any way  
11 related to this action.

12 IT IS SO STIPULATED.

13  
14 DATED: May 12, 2015

KIRKLAND & ELLIS LLP

15 /s/ Megan M. New

16 John R. Edwards  
17 KIRKLAND & ELLIS LLP  
18 3330 Hillview Ave.  
19 Palo Alto, California 94304  
Telephone: (650) 859-7000  
Facsimile: (650) 859-7500  
john.edwards@kirkland.com

20 Robin A. McCue (*pro hac vice*)  
21 Megan M. New (*pro hac vice*)  
22 KIRKLAND & ELLIS LLP  
23 300 North LaSalle  
Chicago, Illinois 60654  
24 Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
robin.mccue@kirkland.com  
megan.new@kirkland.com

25 *Attorneys for Defendant Hedera AB*

26 DATED: May 12, 2015

THE KINDER LAW GROUP

27 /s/ Brian P. Kinder

28 Brian P. Kinder (SBN 212332)

1 19200 Von Karman Avenue, Fourth Floor  
2 Irvine, CA 92612  
3 Telephone: (949) 216-3070  
4 Facsimile: (949) 216-3074  
5 Email: [bkinder@tklgaw.com](mailto:bkinder@tklgaw.com)

*Attorney for Plaintiff Virtual Point Inc.*

6  
7  
8 ORDER

9 Pursuant to stipulation, IT IS SO ORDERED.

10  
11 Dated: May 13, 2015

