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5 Attorneys for Plaintiff and Counter-Defendant
 6 AutoOpt Networks, Inc.

7
 8 **IN THE UNITED STATES DISTRICT COURT**
 9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

10	AUTOOPT NETWORKS, INC.,)	Case No.: 4:17-cv-04714-HSG
11	a California corporation,)	
12	Plaintiff,)	STIPULATION TO DISMISS FIRST
13	vs.)	AMENDED COMPLAINT WITH
14	VIJAY KARANI, an individual; MOBILE)	PREJUDICE PER FRCP RULE 23(e), 23.1(c),
15	TERRANCE, INC., a California)	23.2, and 66 and Order
16	corporation,)	
17	GNANENTHIRAN JAYANTHAN, an)	Complaint Filed: 8/15/17
18	individual,)	Counterclaim Filed: 9/25/17
19	Defendants.)	
20	GNANENTHIRAN JAYANTHAN,)	
21	an individual,)	
22	Counter-Claimant,)	
23	vs.)	
24	AUTOOPT NETWORKS, INC., a)	
25	California corporation)	
26	Counter-Defendant)	
27)	

STIPULATION

Pursuant to FRCP Rule 23(e), 23.1(c), 23.2 and 66, Plaintiff and Counter-Defendant AUTOOPT NETWORKS, INC. and Defendant and Counter-Claimant, GNANENTHIRAN JAYANTHAN, an individual, agree and stipulate that the First Amended Complaint herein only may be and hereby is dismissed with prejudice.

Plaintiff and Counter-Defendant AUTOOPT NETWORKS, INC. and Defendant and Counter-Complainant GNANENTHIRAN JAYANTHAN, an individual, further agree and stipulate to the provisions and limitations as follows:

1. Each party will bear their own attorney’s fees in concerning the Plaintiff’s Complaint and First Amended Complaint.
2. Defendant GNANENTHIRAN JAYANTHAN has not waived costs. Collection of Defendant’s costs incurred in the defense of the First Amended Complaint shall be deferred to be determined upon resolution of the Counter-Complaint either by agreement, settlement or judgment and, if by judgment, thereafter by the filing of a Memorandum of Costs.
3. The Counter-Complaint, and each and every claim therein, of GNANENTHIRAN JAYANTHAN claiming work-related unpaid sums of money remains in full force and effect.
4. The Parties to this Stipulation agree that dismissal of the First Amended Complaint with prejudice does not limit either Party’s right to continue or seek any and all depositions in the Counter-Complaint, which asserts no federal claims, which the Parties expect will be remanded to state court once this Court dismisses the First Amended Complaint.

Dated: November 15, 2018

Law Offices of Paul J. Steiner

/s/ Paul J. Steiner

By: _____

Paul J. Steiner
Attorneys for Plaintiff and Counter-Defendant
AUTOOPT NETWORKS, INC.

1 Dated: November 15, 2018

Law Offices of Bob Camors

2 /s/ Robert E. Camors, Jr.

3 By: _____

4 Robert E. Camors, Jr.

5 Attorneys for Defendant and Counter-Claimant

6 GNANENTHIRAN JAYANTHAN

7 **ATTESTATION OF CONCURRENCE IN FILING**

8 Pursuant to Local Rule 5-1(i)(3), the filer hereby attests that the concurrence in the filing
9 of this document has been obtained from each of the other signatories, which shall serve in lieu
10 of their signatures on this document.

11 Dated: November 15, 2018

/s/ Paul J. Steiner

12 _____
13 Paul J. Steiner

14 Attorney for Plaintiff and Counter-

15 Defendant AUTOOPT NETWORKS, INC.

16 Dated: 11/16/2018

