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Attorney for Defendant Kydia Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

GOOGLE LLC, a Delaware limited liability  
company,

Plaintiff,

v.

KYDIA INC. D/B/A BEYONDMENU, an  
Illinois corporation, and DOES 1-20,

Defendant.

Case No. 18-cv-03047-NC

**STIPULATED DISMISSAL OF THE CASE  
UNDER FED. R. CIV. P. 41(A)(1)(A)(II)**

**STIPULATED DISMISSAL**

1  
2 Plaintiff Google LLC (“Google”) and Defendant Kydia Inc. d/b/a BeyondMenu (“Kydia”), by  
3 and through their undersigned counsel, hereby notify the Court that they have agreed to a settlement  
4 agreement relating to Google’s claims, which was fully executed on June 3, 2019 (the “Settlement  
5 Agreement”).

6 Pursuant to the Settlement Agreement, Google and Kydia hereby stipulate under Federal Rule  
7 of Civil Procedure 41(a)(1)(A)(ii) that the complaint in this matter be dismissed without prejudice and  
8 subject to Google’s ability to seek enforcement of the Settlement Agreement as described in Section  
9 12 of the Settlement Agreement.

10 The parties jointly request that the Court retain jurisdiction over this action solely for purposes  
11 of enforcing the Settlement Agreement. A proposed order is submitted herewith.

12 Dated: June 5, 2019

COOLEY LLP

13  
14 By: /s/ Whitty Somvichian

15 Whitty Somvichian (194463)  
16 *Attorneys for Plaintiff Google LLC*

17 SYVERSON, LESOWITZ & GEBELIN LLP

18 By: /s/ Scott Lesowitz

19 Scott Lesowitz (261759)  
20 *Attorney for Defendant Kydia Inc.*

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~~Proposed~~ ORDER

Whereas the parties have entered into a settlement agreement on June 3, 2019 to resolve this action (the “Settlement Agreement”), the Court hereby ORDERS:

1. The complaint filed by Plaintiff Google LLC (“Google”) against Defendant Kydia Inc. d/b/a BeyondMenu (“Kydia”) is hereby dismissed without prejudice and subject to Google’s subject to Google’s ability to seek enforcement of the Settlement Agreement as described in Section 12 of the Settlement Agreement;

2. The Court shall retain jurisdiction over this action solely for purposes of enforcing the terms and remedies of the Settlement Agreement.

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: June 5, 2019

The Honorable Nathanael Cousins  
United States Magistrate



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**ATTESTATION**

Pursuant to Local Rule 5-1(i)(3) regarding signatures, I, Whitty Somvichian, attest that concurrence in the filing of this document has been obtained from each of the other signatories. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 5th day of June, 2019, at San Francisco, California.

/s/ Whitty Somvichian