

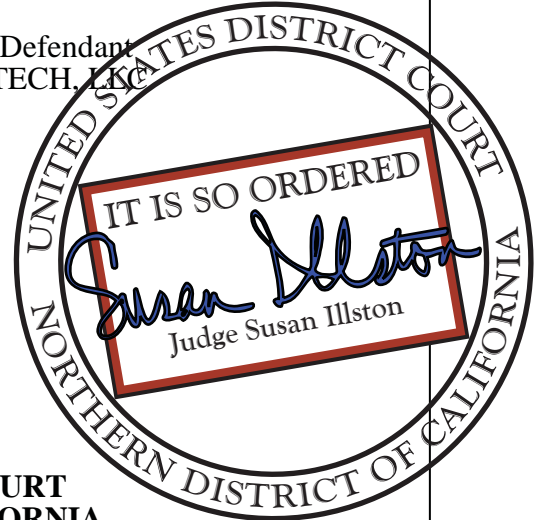
1 JAMES C. OTTESON, State Bar No. 157781
jim@agilityiplaw.com
2 BRANDON BAUM, State Bar No. 121318
brandon@agilityiplaw.com
3 DAVID A. CAINE, State Bar No. 218074
dacaine@agilityiplaw.com
4 MICHAEL D. K. NGUYEN, Star Bar No.
264813
5 mnguyen@agilityiplaw.com

6 AGILITY IP LAW, LLP
7 149 Commonwealth Drive
Menlo Park, CA 94025
8 Telephone: (650) 227-4800
Facsimile: (650) 318-3483

9 Attorneys for Plaintiff and Counterclaim-
10 Defendant
SPIREON, INC.
11 (formerly PROCONGPS, INC.)

Robert M. Harkins, Jr. (State Bar No. 179525)
Jennifer Ming (State Bar No. 260367)
SEDGWICK LLP
333 Bush Street, 30th Floor
San Francisco, CA 94104-2834
Telephone: 415.781.7900
Facsimile: 415.781.2635

Attorneys for Defendant
CALLPASS TECH, LLC



12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

14 SPIREON, INC., a Tennessee Corporation,)
15 Plaintiff,)
16 v.)
17 CALLPASS TECH, LLC, a Florida)
Corporation (d/b/a IGOTCHA GPS),)
18 Defendant.)
19)
20)
21)

Case No. 12-CV-01903 SI
**SITUPLATION OF DISMISSAL
WITHOUT PREJUDICE**
[Fed R. Civ. P. 41(a)(1)(A)(ii) and (c)]

22 AND RELATED COUNTERCLAIMS)
23)
24)
25)
26)
27)
28)

1 This stipulation (the “Stipulation”) is entered into by and between plaintiff and
2 counterclaim-defendant, Spireon, Inc. (“Spireon”), a Tennessee corporation, on the one hand,
3 and defendant and counterclaimant CallPass Tech, LLC (“CallPass”), a Florida limited liability
4 company, on the other hand, by and through respective counsel of record, as set forth below:

5 1. On April 17, 2012, Spireon filed a complaint for patent infringement, which
6 initiated the above-captioned proceeding.

7 2. On June 15, 2012, CallPass filed an answer and counterclaims.

8 3. On July 5, 2012, Spireon filed an answer to CallPass’ counterclaims.

9 4. Spireon, on the one hand, and CallPass, on the other hand, now wish to dismiss
10 WITHOUT PREJUDICE all claims as against each other in the action, including dismissal of
11 all claims in the complaint by Spireon against CallPass and all counterclaims of CallPass
12 against Spireon.

13 5. Spireon, on the one hand, and CallPass, on the other hand, now wish to waive
14 the application of Federal Rule of Civil Procedure 41(d) with respect to any claims or
15 counterclaims in any subsequent filed action between the parties pertaining to the subject
16 matter of the above-captioned proceeding.

17 6. Spireon, on the one hand, and CallPass, on the other hand, agree that they will
18 not base any equitable defenses to any claims or counterclaims, including equitable estoppel
19 and laches, on litigation-related conduct or inactivity during the period when the above-
20 captioned case was pending. Spireon, on the one hand, and CallPass, on the other hand, agree
21 that any such defenses, to the extent they are argued to exist or have existed, are deemed tolled
22 during the period when the above-captioned case was pending.

23 WHEREFORE, the parties hereby stipulate and agree as follows:

24 1. All claims in the complaint by plaintiff and counterclaim-defendant, Spireon,
25 Inc. (“Spireon”), a Tennessee corporation, against defendant and counterclaimant CallPass
26 Tech, LLC (“CallPass”), a Florida limited liability company, and all counterclaims in the
27 answer by CallPass against Spireon in the above-captioned case shall be dismissed WITHOUT
28 PREJUDICE pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and (c); and

ATTESTATION

1 I, David A. Caine, am the ECF User whose ID and password are being used to file this
2 document. In compliance with Local Rule 5-1(i)(3), I hereby attest that Robert M. Harkins,
3 Jr. has concurred in this filing.
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6 Date: March 26, 2014

/s/ David A. Caine

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