Moroccanoil, Inc. v	Vogue International et al	Doc	. 128
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7	UNITED STATES	DISTRICT COURT	
8		CT OF CALIFORNIA	
9	CEIVINIE DISTINI	or or endir order	
10	Moreogganian nig guis :		
11	MOROCCANOIL, INC., a California corporation,	CIVIL NO. CV10-10048 DMG (AGRx)	
12	Plaintiff,	ORDER OF DISMISSAL [124]	
13	V.		
14			
15	VOGUE INTERNATIONAL, a fictitiously named company of TODD CHRISTOPHER INTERNATIONAL,		
	INC., a Florida corporation, and DOES 1 through 10, Inclusive,		
	1 through 10, Inclusive,		
17	Defendants.		
18	TODD CUDICTODUED		
19	TODD CHRISTOPHER INTERNATIONAL, INC. d/b/a VOGUE INTERNATIONAL, a Florida		
20	Corporation,		
21	Counterclaimant,		
22	v.		
23	MOROCCANOIL, INC., a California		
24	Corporation,		
25	Counterdefendant.		
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	[PROPOSED] ORI	DER OF DISMISSAL	

1	In accordance with the parties' Stipulation for Dismissal, IT IS HEREBY			
2	ORDERED that:			
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4	1. This Court has jurisdiction over all the named parties and the subject			
5	matter of this action, and venue is properly laid in this District.			
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7	2. Moroccanoil Israel Ltd., an Israeli limited company; Moroccanoil			
8	Canada, Inc., a Canadian corporation; Moroccanoil UK Limited, a United Kingdom			
9	limited company; Moroccanoil Japan K.K., a Japanese corporation; and			
10	Moroccanoil Cosmeticos do Brasil LTDA, a Brazilian corporation, are added to this			
11	Action as party Plaintiffs pursuant to the Third Amended Complaint filed on			
12	November 8, 2012.			
13				
14	3. Defendants need not file an Answer as their last-filed Answer to the			
15	Second Amended Complaint shall be deemed their Answer to the Third Amended			
16	Complaint.			
17				
18	4. Pursuant to Fed. R. Civ. P. 41(a), all claims and counterclaims in this			
19	action are hereby dismissed. All such claims and counterclaims are hereby			
20	dismissed with prejudice except as set forth in Paragraphs 23, 24 and 30 of the			
21	Settlement Agreement and Mutual Release between the Parties dated September 28,			
22	2012 ("Settlement Agreement").			
23				
24	5. This Court shall retain exclusive jurisdiction and venue over any action			
25	to resolve any dispute arising from or related to the terms and conditions of the			

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Agreement.

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26 Settlement Agreement, including without limitation to enforce the Settlement

1	6.	The Settlement Agreement contains provisions binding the Parties'
2	"Transfer	ees" as that term is defined therein.
3		
4	7.	Each Party shall bear its own attorneys' fees and costs and no Party
5	shall be co	onsidered the prevailing party.
6		
7	DATED:	November 19, 2012
8		1611 20 8
9		DOLLY MEE
10		United States District Judge
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