

1 JACK RUSSO (State Bar No. 96068)  
 2 CHRISTOPHER SARGENT (State Bar No. 246285)  
 3 COMPUTERLAW GROUP LLP  
 4 401 Florence Street  
 5 Palo Alto, CA 94301  
 6 Telephone: (650) 327-9800  
 7 Facsimile: (650) 618-1863  
 8 E-mail: [jrusso@computerlaw.com](mailto:jrusso@computerlaw.com)  
 9 [csargent@computerlaw.com](mailto:csargent@computerlaw.com)

10 Attorneys for GROUPION, LLC  
 11 and PETER-CHRISTOPH HAIDER  
 12 [Specially Appearing]

13 UNITED STATES DISTRICT COURT  
 14 NORTHERN DISTRICT OF CALIFORNIA  
 15 SAN FRANCISCO DIVISION

16 GROUPION, LLC, a California limited liability  
 17 company,  
 18 Plaintiff,  
 19 v.  
 20 GROUPON, INC., a Delaware corporation, THE  
 21 POINT, INC., a Delaware corporation, and  
 22 GOOGLE, INC., a Delaware corporation,  
 23 Defendants.

Case No.: 3:11-cv-00870-JSW (MEJ)

**JOINT STIPULATION AND  
 [PROPOSED] ORDER TO DISMISS  
 WITH PREJUDICE**

24 GROUPON, INC., a Delaware corporation,  
 25 Counterclaimant,  
 26 v.  
 27 GROUPION, LLC, a California limited liability  
 28 company, and PETER-CHRISTOPH HAIDER,  
 29 an individual,  
 30 Counterclaim Defendants.

1 Pursuant to Rule 41(a)(1)(A) and (B) of the Federal Rules of Civil Procedure, the parties  
2 hereby jointly stipulate to dismiss all claims and counterclaims in this action WITH PREJUDICE, as  
3 follows:

4 WHEREAS, on April 4, 2011, Plaintiff and Counter-Defendant Groupion, LLC (“Groupion”)  
5 filed a First Amended Complaint (Dkt. 10), asserting various claims against Defendant and  
6 Counterclaimant Groupon, Inc. (“Groupon”), The Point, Inc.<sup>1</sup>, and Google, Inc., including: (1)  
7 Declaratory Relief (pertaining to Defendants Groupon, Inc., and The Point, Inc.); (2) Trademark  
8 Infringement [15 U.S.C. § 1114] (against all Defendants); and, (3) Unfair Competition (against all  
9 Defendants);

10 WHEREAS, on February 10, 2012, Groupon filed its First Amended Answer To Plaintiff  
11 Groupion’s First Amended Complaint and Counterclaims (Dkt. 112), which included two  
12 counterclaims: (1) for violation of the Anticybersquatting Consumer Protection Act (15 U.S.C. §  
13 1125(d)) against Groupion and Counter-Defendant Mr. Peter-Christoph Haider; and, (2) for a  
14 Declaration of Cancellation of Groupion’s Trademark (under 15 U.S.C. § 1119);

15 WHEREAS, on May 8, 2012, the Court dismissed Groupion’s claims by its Order on  
16 Summary Judgment (Dkt. 145);

17 WHEREAS, on September 7, 2012, this Court entered an Order Dismissing Defendant  
18 Google, Inc., Without Prejudice (Dkt. 196), pursuant to a Joint Stipulation filed by the parties;

19 WHEREAS, on August 20, 2012, this Court ordered that the parties appear at a settlement  
20 conference before one of the district’s Magistrate Judges (Dkt. 192), and said settlement conference  
21 took place on September 24, 2012 before Magistrate Judge Cousins;

22 WHEREAS, the parties were subsequently able to reach an agreement settling this litigation  
23 (including all claims and counterclaims) and have entered into a confidential settlement agreement;  
24 NOW THEREFORE, IT IS HEREBY STIPULATED AND REQUESTED, by and between the  
25 parties, that all claims and counterclaims by the parties in this litigation be DISMISSED WITH  
26 PREJUDICE, each side to bear its own attorneys’ fees and costs.

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^ ^  
<sup>1</sup> As of June 16, 2009, ThePoint.com, Inc., a/k/a The Point, changed its name to Groupon, Inc.

The parties further stipulate that this Court shall retain jurisdiction to enforce the parties' settlement agreement as necessary and to the fullest extent provided by law. The parties further stipulate that all disputes and/or disagreements arising under the parties' settlement agreement shall first be subject to non-binding confidential mediation before Magistrate Judge Cousins.

**IT IS SO STIPULATED.**

Dated: December 21, 2012

FENWICK & WEST LLP

By: /s/Jedediah Wakefield  
Jedediah Wakefield  
Attorneys for Counterclaimant  
Groupon, Inc.

Dated: December 21, 2012

COMPUTERLAW GROUP LLP

By: /s/Jack Russo  
Jack Russo  
Attorneys for Counterclaim Defendants  
Groupon, LLC and Peter Christoph Haider

**ATTORNEY ATTESTATION**

Pursuant to General Order 45, I hereby attest that concurrence in the filing of this document has been obtained from the signatory indicated by a 'conformed' signature (/s/) within this e-filed document.

/s/Jack Russo  
Jack Russo, Esq.

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**[PROPOSED] ORDER**

Pursuant to the Joint Stipulation of the Parties, all claims and counterclaims in this litigation are hereby DISMISSED WITH PREJUDICE, each party to bear its own attorneys' fees and costs.

The Court shall retain jurisdiction to enforce the parties' settlement Agreement as necessary and to the fullest extent provided by law. All disputes and/or disagreements arising under their Agreement shall first be subject to non-binding confidential mediation before Magistrate Judge Cousins.

Dated: January 2, 2013, 2012

  
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THE HONORABLE JEFFREY S. WHITE  
United States District Court Judge

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