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 NINTENDO OF AMERICA INC.

17
 18 UNITED STATES DISTRICT COURT
 19 NORTHERN DISTRICT OF CALIFORNIA

20
 21 JOUBIN RAHIMI, on behalf of himself and
 all others similarly situated,

22 Plaintiff,

23 v.

24 NINTENDO OF AMERICA INC.,

25 Defendant.

Case No.: 12-cv-6351-TEH

**STIPULATION OF DISMISSAL
 WITH PREJUDICE**

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**STIPULATION OF DISMISSAL
 WITH PREJUDICE
 No. 12-cv-6351-TEH**

1 WHEREAS, the Complaint was filed in this Court on December 14, 2012 (Dkt. No. 1);

2 WHEREAS, on January 9, 2013, the parties stipulated to extend Defendant Nintendo of
3 America Inc.'s ("Nintendo") response date to February 11, 2013 (Dkt. Nos. 6 & 7);

4 WHEREAS, on February 11, 2013, Nintendo filed a Motion to Compel Arbitration and
5 Stay Proceedings ("Motion") (Dkt. No. 11);

6 WHEREAS, the Court granted Nintendo's Motion on March 18, 2013;

7 WHEREAS, the Court's March 18 Order stated, *inter alia*, that "Within seven days of the
8 completion of the arbitration or on June 24, 2013, whichever is sooner, the parties shall file a joint
9 status statement or a stipulated dismissal of this case";

10 WHEREAS, no defendant in this action has answered the complaint or filed a motion for
11 summary judgment;

12 WHEREAS, a class has not been certified in this action; and

13 WHEREAS, pursuant to Fed. R. Civ. P. 41(a)(1), plaintiff Joubin Rahimi wishes to
14 voluntarily dismiss this action with prejudice with respect to his individual claims only.

15 THEREFORE, it is hereby agreed and stipulated, by and between counsel for the parties
16 herein, to dismiss the individual claims of plaintiff Joubin Rahimi with prejudice. The claims
17 asserted on behalf of a putative class are to be dismissed *without* prejudice. The parties agree that
18 each will bear their own costs and attorneys' fees.

19 Because this stipulation is signed by all parties who have appeared and no class has been
20 certified, no Court order is necessary to effectuate dismissal.

21 **IT IS SO STIPULATED.**

22 Dated: June 25, 2013

06/27/2013



23 THE KATRIEL LAW FIRM

24 /s/Roy A. Katriel

Roy A. Katriel
Attorney for Plaintiff JOUBIN RAHIMI

25 COOLEY LLP

26 /s/Michelle C. Doolin

27 Michelle C. Doolin
Attorneys for Defendant NINTENDO OF
28 AMERICA INC.

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FILER’S ATTESTATION (CIVIL LOCAL RULE 5-1(i)(3))

In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from each of the other signatories.

COOLEY LLP

/s/ Michelle C. Doolin

Michelle C. Doolin
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