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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SHIGE TAKIGUCHI, FUMI NONAKA,
MITSUAKI TAKITA, TATSURO SAKAI,
SHIZUKO ISHIMORI, YUKO NAKAMURA,
MASAAKI MORIYA, HATSUNE HATANO, and
HIDENAO TAKAMA, individually and on behalf of
all others similarity situated,

Plaintiff,

v.

MRI INTERNATIONAL, INC., EDWIN J.
FUJINAGA, JUNZO SUZUKI, PAUL MUSASHI
SUZUKI, LVT, INC., dba STERLING ESCROW,
and DOES 1-500,

Defendants.

Case No.: 2:13-cv-01183-HDM-NJK
Hon. Howard D. McKibben

**STIPULATION AND ORDER
ALLOWING FORMER CLASS
MEMBER KAZUYA FUJIMURA
TO WITHDRAW HIS REQUEST
FOR EXCLUSION AND REJOIN
THE CLASS**

1 WHEREAS, on June 2, 2015, Plaintiffs filed a motion to certify the class as to defendants MRI
2 International, Inc., Edwin Fujinaga, Junzo Suzuki, Paul Suzuki, and LVT, Inc. (Dkt. 255), which was
3 granted on March 21, 2016 (Dkt. 404);

4 WHEREAS, on May 5, 2016 the class definition was modified by way of stipulation (Dkt. 425),
5 which was granted on May 6, 2016 (Dkt. 426);

6 WHEREAS, on June 17, 2016, notice of class certification was mailed to class members;

7 WHEREAS, on June 19, 2016, class member Kazuya Fujimura requested to be excluded from the
8 class;

9 WHEREAS, Defendants Junzo and Paul Suzuki and their affiliated entities (“Suzuki
10 Defendants”) and trusts entered into a Settlement Agreement with Plaintiffs on December 11, 2017;

11 WHEREAS, Paragraph 2.12 of the Settlement Agreement provides that as additional
12 consideration of entering into the settlement, the parties will stipulate that investors who requested to be
13 excluded from the Class following notice of Class Certification be allowed to rejoin the Class, if they so
14 request;

15 WHEREAS, on June 22, 2017 Plaintiffs’ counsel contacted class members who excluded
16 themselves following the Class Certification notice, inquiring as to whether they would be interested in
17 withdrawing their request and to rejoin the class;

18 WHEREAS, on June 29, 2017 Mr. Fujimura requested that he be able to withdraw his request for
19 exclusion, and explained that he had initially requested the exclusion because he believed that he would
20 not be able to make a claim because all of his documents evidencing his investments in MRI
21 International, Inc. had been destroyed;

22 WHEREAS, according to MRI International, Inc.’s records, Mr. Fujimura made three investments
23 each at \$10,000 during the class period, for which he contends he has not been repaid;

24 WHEREAS, Federal Rules of Civil Procedure 23(c)(1) permits the Court to alter or amend the
25 class at any time, for any reason, before decision on the merits. See *Vizcaino v. U.S. Dist. Court for*
26 *Western Dist. Of Washington*, 173 F.3d 713, 721 (9th Cir. 1999) (citing Rule 23(c)(1), which gives the
27 court “explicit permission to alter or amend a certification order before [a] decision on the merits . . .”);
28 *Andrews Farms v. Ca/cot, Ltd.*, 268 F.R.D. 380, 384 (E.D. Cal. 2010) (citing *Armstrong v. Davis*, 275

1 F.3d 849, 871 (9th Cir. 2001) (“[e]ven after a certification order is entered, the judge remains free to
2 modify”);

3 WHEREAS, Courts have allowed former class members to withdraw their request for exclusion
4 and rejoin the class. See *In re Static Random Access Memory (SRAM) Antitrust Litig.*, 2013 WL 1222690
5 (March 25, 2013) (permitting party that opted out after class certification to withdraw exclusion after
6 settlement approved but before settlement funds were distributed); *In re Urethane Antitrust Litig.*, 2008
7 WL 5215980 (D. Kan. Dec. 12, 2008) (permitting entities to opt back into the class after settlement
8 approved); *In re Electrical Carbon Prods. Antitrust Litig.*, 447 F. Supp. 2d 389 (D.N.J. 2006) (allowing
9 opt outs to return to class because defendants would have withdrawn settlement if they were allowed to
10 do so); *In re Electric Weld Steel Tubing Antitrust Litig.*, 1982 WL 1873 (June 30, 1982) (permitting
11 company to opt back into class as to certain defendants after it privately settled claims against other
12 defendants); and

13 WHEREAS, this Court has finally approved Plaintiffs’ settlement with LVT, Inc. on November
14 17, 2017 and preliminarily approved Plaintiffs’ settlement with ICAG, Inc. and the Suzuki Defendants on
15 January 3, 2018, but no settlement funds have been distributed.

16 Based on the forgoing, the parties stipulate as follows:

- 17 1. That the Court allow Kazuya Fujimura to withdraw his request for exclusion submitted on
18 June 19, 2016, and to rejoin the class.

19 Dated: March 19, 2018

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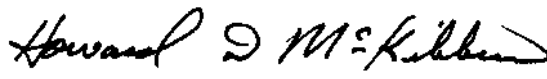
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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: March 19, 2018


United States District Judge