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11  
12 UNITED STATES DISTRICT COURT  
13 DISTRICT OF NEVADA

|                                             |                                                              |
|---------------------------------------------|--------------------------------------------------------------|
| 14 TAMARA J. TOWNSEND,                      | Case No. 2:20-cv-01984-APG-DJA                               |
| 15 Plaintiff,                               |                                                              |
| 16 vs.                                      | <b>JOINT STIPULATION FOR<br/>DISMISSAL OF CERTAIN CLAIMS</b> |
| 17 ETHICON, INC.; and JOHNSON &<br>JOHNSON, |                                                              |
| 18 Defendants.                              |                                                              |

19  
20 Pursuant to Fed. R. Civ. P. 41(a)(1)(ii), Plaintiff Tamara Townsend  
21 and Defendants Johnson & Johnson and Ethicon, Inc. (collectively “the parties”)  
22 stipulate to voluntarily dismiss the following claims in this action with prejudice,  
23 with each side to bear her and their own costs:

- 24 1. Count II: Strict Liability—Manufacturing Defect;

2. Count VII: Fraudulent Concealment;
3. Count VIII: Constructive Fraud;
4. Count IX: Negligent Misrepresentation;
5. Count XI: Breach of Express Warranty;
6. Count XII: Breach of Implied Warranty; and
7. Count XIII: Violation of Consumer Protection Laws.

In light of the parties' stipulation to the dismissal of Counts II, VII, VIII, IX, XI, XII, and XIII, the parties agree that only claims that remain for the Court to resolve are Counts I, III, IV, V, VI, X, XIV, XV, XVII, and XVIII.

WETHERALL GROUP, LTD.

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Attorney Plaintiff Tamara J. Townsend

## ORDER

IT IS SO ORDERED.



UNITED STATES DISTRICT JUDGE

DATED: February 17, 2021