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*Attorneys for Plaintiff Patrick Cariou*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
PATRICK CARIOU,

Plaintiff,

-against-

RICHARD PRINCE, GAGOSIAN GALLERY,  
INC., LAWRENCE GAGOSIAN and  
RIZZOLI INTERNATIONAL  
PUBLICATIONS, INC.,

Defendants.  
-----X

**STIPULATION AND  
ORDER OF DISMISSAL**

**08 CIV 11327 (DAB)**

Cariou v. Prince et al

Doc. 26

WHEREAS Plaintiff Patrick Cariou filed a Complaint on December 30, 2008 and an Amended Complaint on January 14, 2009 against defendants Richard Prince, Gagorian Gallery, Inc., Lawrence Gagorian and Rizzoli International Publications, Inc.; and

WHEREAS Defendant Rizzoli International Publications, Inc. filed its Answer to the Amended Complaint, asserting no counterclaims against plaintiff but asserting crossclaims against defendants Richard Prince, Gagorian Gallery, Inc. and Lawrence Gagorian, on March 17, 2009;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND ORDERED, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, upon the stipulation and

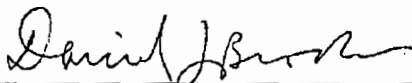
agreement between the undersigned attorneys of record for Plaintiff Patrick Cariou and the undersigned attorneys of record for Defendant Rizzoli International Publications, Inc., pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, that all claims by Plaintiff Patrick Cariou against Rizzoli International Publications, Inc. are dismissed with prejudice, and without costs to any party as against the other.

This Stipulation and Order of Dismissal may be executed in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument and agreement.

Dated: New York, New York  
January 27, 2010

Dated: New York, New York  
January 29, 2010


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*Attorneys for Defendant  
Rizzoli International Publications, Inc.*

SO ORDERED:



Deborah A. Batts, U.S.D.J. 2/5/10

Dated: ~~January~~ 2010