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Attorneys for Defendant Bally Gaming, Inc

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

GHJ HOLDINGS, LLC, a Texas
limited liability company,

Plaintiff,

vs.

BALLY GAMING, INC., a Nevada
corporation d/b/a BALLY
TECHNOLOGIES,

Defendant.

CASE NO. CV-11-2773-JHN-FFM

**JOINT STIPULATED DISMISSAL
WITH PREJUDICE**

Hon. Jacqueline H. Nguyen

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, Plaintiff GHJ Holdings, LLC (“GHJ”) acting on behalf of itself, the United States of America and the general public, and Defendant Bally Gaming, Inc. (“Defendant”) jointly stipulate

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1 that GHJ and Defendant, have executed a Settlement Agreement (the “Settlement
2 Agreement”) resolving the claims asserted by GHJ on behalf of itself, the United
3 States of America (“United States”), and the general public, against Defendant in the
4 above-styled matter. GHJ, the United States of America, the general public, and
5 Defendant are jointly referred to herein as the “Parties”.

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8 The Parties further stipulate that any and all claims by GHJ, on behalf of
9 itself, the United States and the general public, regarding Defendant’s alleged
10 violation of 35 U.S.C. § 292 by marking, affixing to, or using in advertising in
11 connection with any article, the word “patent” or any word or number importing that
12 the same is patented under any U.S. Patent, including but not limited to U.S. Patents
13 Nos. 4,991,848; 5,067,604; 5,113,990; D406,865; D415,535; D424,628; D437,004;
14 D451,145; D454,920; D458,968; D465,531; D472,938; D474,248; D476,698;
15 D526,686; D539,854; D543,247; D549,785; D550,297; D550,298; D550,299;
16 D550,300; D550,301; D550,302; D550,303; D550,304; D550,305; D556,268;
17 D558,277; and D560,255 are fully resolved and hereby dismissed with prejudice.

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21 The Parties further stipulate that to the extent that any other claims involving
22 any U.S. Patent, including but not limited to U.S. Patent Nos. 4,991,848; 5,067,604;
23 5,113,990; D406,865; D415,535; D424,628; D437,004; D451,145; D454,920;
24 D458,968; D465,531; D472,938; D474,248; D476,698; D526,686; D539,854;
25 D543,247; D549,785; D550,297; D550,298; D550,299; D550,300; D550,301;
26 D550,302; D550,303; D550,304; D550,305; D556,268; D558,277; and D560,255
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1 exist against Defendant, by or on behalf of the United States or the general public,
2 such claims are hereby dismissed with prejudice.

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4 The Parties further stipulate that Defendant and those acting in concert
5 therewith and/or selling products manufactured by Defendant shall have a
6 reasonable period of time to sell all or otherwise dispose of inventory marked with
7 the word “patent” or any word or number importing that the same is patented under
8 any U.S. Patent, including but not limited to U.S. Patent Nos. 4,991,848; 5,067,604;
9 5,113,990; D406,865; D415,535; D424,628; D437,004; D451,145; D454,920;
10 D458,968; D465,531; D472,938; D474,248; D476,698; D526,686; D539,854;
11 D543,247; D549,785; D550,297; D550,298; D550,299; D550,300; D550,301;
12 D550,302; D550,303; D550,304; D550,305; D556,268; D558,277; and D560,255
13 without further liability under 35 U.S.C. § 292.

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16 Each party shall bear its own attorneys’ fees and costs.

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18 Pursuant to the Settlement Agreement, the Parties stipulate that the claims
19 asserted in this action are hereby dismissed with prejudice.

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21 DATED: November 4, 2011 Respectfully submitted,

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24 **GARTEISER LAW GROUP**

25 By: /s/ Randall Garteiser (by permission) Date: November 4, 2011

26 **Attorneys for GHJ Holdings, LLC**
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By: /s/ Kevin A. Smith

Date: November 4, 2011

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on November 4, 2011 to all counsel of record who are deemed to have consented to electronic service via the Court’s CM/ECF system. Any other counsel of record will be served by electronic mail, facsimile and/or overnight delivery.

/s/ Randall T. Garteiser

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