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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MICHAEL LEONE, et al.,  
Plaintiffs,  
v.  
COINBASE, INC.,  
Defendant.

Case No. 21-cv-04286-SK

**ORDER GRANTING STIPULATION**

Regarding Docket No. 20

**STIPULATION**

Pursuant to Civil Local Rule 7-12, Plaintiffs MICHAEL LEONE, JOSEPH TRESEDER, TRAVIS REECE, DAVID BEAVERS, FAZAL US SABOOR ALI, and KEISHA PINKNEY (“Plaintiffs”), and Defendant COINBASE, INC. (“Defendant”) (collectively referred to herein as “the Parties”), by and through their respective counsel of record, hereby stipulate and agree as follows:

WHEREAS, on June 4, 2021, Plaintiffs filed this class action against Defendant (“Action”), ECF No. 2:21-cv-04286;

WHEREAS, Defendant contends each of the Plaintiffs in this Action signed valid and enforceable Arbitration Agreements (“Agreement”) with Defendant.

WHEREAS, the Parties engaged in meet and confer conference calls on June 25, 2021 and July 14, 2021, as well as via multiple electronic mail exchanges, to discuss the Agreement generally, and the possibility of the Parties stipulating to the dismissal of the action and for Plaintiffs to submit to binding arbitration;

WHEREAS, the Parties agree for each named Plaintiff to submit to binding arbitration of each of their individual claims and on behalf of themselves only, and subject to reservations as provided below;

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United States District Court  
Northern District of California

1 WHEREAS, the Parties agree that upon the Court’s approval of this Stipulation, this Action  
2 will be dismissed without prejudice;

3 THEREFORE, IT IS HEREBY STIPULATED, by the Parties in this Action, through their  
4 counsel of record, that:

5 1. The Parties agree to submit to binding arbitration, with each Plaintiff pursuing each  
6 of their respective claims on an individual basis, and conducted in accordance with the American  
7 Arbitration Association’s (“ADR”) rules for arbitration of consumer-related disputes;

8 2. The Parties agree that by stipulating to submit to binding arbitration, the Parties  
9 reserve the right to have the selected ADR arbitrator in each of the Plaintiffs’ individual arbitration  
10 claims to determine and decide disputes arising out of or related to the interpretation of the  
11 Agreement, including which version of the Agreement is applicable to each of the Plaintiffs;

12 3. The Parties agree that by stipulating to submit to binding arbitration, Defendant does  
13 not waive any arguments regarding any failure to exhaust the formal complaint process, or any  
14 arguments relating to potential deficiencies in the pleading, complaint, or arbitration demand  
15 (including without limitation any arguments under Federal Rule of Civil Procedure 12 or California  
16 Code of Civil Procedure section 430.10), and preserves its right to raise any such arguments in an  
17 arbitration proceeding;

18 4. The Parties agree that each party will bear their own costs and fees arising out of and  
19 related to the court Action, up to and including entry of this Stipulation and dismissal of this Action;  
20 and

21 5. The Parties respectfully request that the Court order this Action dismissed without  
22 prejudice.

23

24 IT IS SO STIPULATED.

25

26 Dated: August 11, 2021

**MAHONEY LAW GROUP, APC**

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By: /s/ Katherine J. Odenbreit  
Kevin Mahoney, Esq.

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Katherine J. Odenbreit, Esq.  
Kate Nicole G. Blanco, Esq.  
Attorneys for Plaintiffs  
MICHAEL LEONE, JOSEPH TRESEDER, TRAVIS  
REECE, DAVID BEAVERS, FAZAL US SABOOR ALI,  
and KEISHA PINKNEY

Dated: August 11, 2021

**KEKER, VAN NEST & PETERS LLC**

By: /s/ Steven P. Ragland  
Steven P. Ragland, Esq.  
Erin E. Meyer, Esq.  
Jee Young (Grace) Kim, Esq.  
Attorneys for Defendant  
COINBASE, INC., a California Corporation

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Northern District of California

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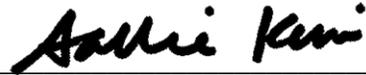
**ORDER**

Pursuant to the Stipulation of the Parties, and good cause appearing, IT IS HEREBY ORDERED that the foregoing Stipulation is GRANTED.

This Action is DISMISSED WITHOUT PREJUDICE, and the Plaintiffs' individual claims shall be submitted to binding arbitration pursuant to the terms of the foregoing Stipulation.

**IT IS SO ORDERED.**

Dated: August 11, 2021



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SALLIE KIM  
United States Magistrate Judge

United States District Court  
Northern District of California

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