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8 Attorneys for Plaintiff

9  
10 UNITED STATES DISTRICT COURT  
11 SOUTHERN DISTRICT OF CALIFORNIA

12 MARCY KRINSK, individually and on  
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 WHITWAVE FOODS COMPANY; THE  
17 VONS COMPANIES, INC.; SAFEWAY  
18 INC.; and DOES 1 through 50, inclusive,

19 Defendants.  
20

Case No: 3:14-CV-01984-GPC-BLM

**NOTICE OF VOLUNTARY  
DISMISSAL**

[FRCP 41(a)]

Honorable Gonzalo P. Curiel

21 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Plaintiff Marcy  
22 Krinsk (“Plaintiff”) hereby dismisses with prejudice all of her individual claims set  
23 forth in her “Class Action Complaint for Damages, Restitution and Injunctive  
24 Relief,” on file in this matter, including all individual claims as stated in her “Count  
25 I” for “Violations of California Business & Professions Code §§ 17200, et seq.,” her  
26 “Count II” for “Violations of California Civil Code §§ 1750, et seq.,” and her “Count  
27 III” for “Breach of Express Warranty.”  
28

1 With regard to the class allegations set forth in the above causes of action, and  
2 in the Complaint at ¶¶ 47-56, Plaintiff hereby dismisses all class allegations without  
3 prejudice.

4 Plaintiff has not received, nor will she receive, any compensation, either  
5 directly or indirectly, from defendants WhiteWave Foods Company, The Vons  
6 Companies, Inc. Safeway, Inc. or any other source as a result of the dismissal of the  
7 complaint in this Action.

8 The parties have agreed to bear their own attorney's fees and costs.

9  
10 Respectfully submitted,

11 FINKELSTEIN & KRINSK LLP

12  
13 Date: October 3, 2014

14 By: /s/ Mark L. Knutson  
15 Mark L. Knutson, Esq.  
16 mlk@classactionlaw.com  
17 Attorneys for Plaintiff  
18 MARCY KRINSK  
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 10 UNITED STATES DISTRICT COURT  
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 13 behalf of all others similary situated,  
 14  
 15 Plaintiff,  
 16 v.  
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 VONS COMPANIES, INC.; SAFEWAY  
 18 INC.; and DOES 1 through 50, inclusive,  
 19 Defendants.

Case No: 3:14-CV-01984-GPC-BLM

**PROOF OF SERVICE**

Honorable Gonzalo P. Curiel

22 I, the undersigned, declare that I am over the age of eighteen (18) years and  
 23 not a party to the within action. I am employed in the County of San Diego, State of  
 24 California. My business address is 501 West Broadway, Suite 1250, San Diego,  
 25 California 92101-3593.

26 I served the following document(s) on October 3, 2014:

27 **NOTICE OF VOLUNTARY DISMISSAL**

28 On the person(s) listed below:

1 Angela c. Agrus, Esq.  
aagrusa@linerlaw.com  
2 Allen Lohse, Esq.  
alohse@linerlaw.com  
3 LINTER LLP  
1100 Glen Avenue, 14<sup>th</sup> Floor  
4 Los Angeles, California 90024-3503  
5

6 By the following means:

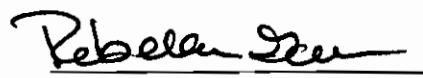
7 **VIA U.S. MAIL:** I enclosed the documents in a sealed envelope or package  
8 addressed to the person(s) at the address(es) listed above. I placed the  
9 envelope for collection and mailing, following our ordinary business practices.  
10 I am readily familiar with this business's practice for collecting and processing  
11 correspondence for mailing. On the same day that correspondence is place for  
12 collection and mailing, it is deposited in the ordinary course of business with  
13 the United States Postal Service, in a sealed envelope with postage fully  
14 prepaid.

11 **XX VIA NOTICE OF ELECTRONIC FILING (ECF):** Electronic Services via  
12 the Court's CM/ECF system pursuant to CivLR 5.4(c).

13 — **VIA PERSONAL SERVICE:** I personally delivered the documents to the  
14 person(s) at the address(es) listed above. (1) For a party represented by an  
15 attorney, delivery was made to the attorney or at the attorney's office by  
16 leaving the documents, in an envelope or package clearly labeled to identify  
17 the attorney being served, with a receptionist or an individual in charge of the  
18 office, between the hours of nine in the morning and five in the evening. (2)  
19 For a party, delivery was made to the party or by leaving the documents at  
20 the party's residence with some person not younger than 18 years of age  
21 between the hours of eight in the morning and six in the evening.

18 I declare under penalty of perjury under the laws of the United State of  
19 America, that the foregoing is true and correct and that I am employed in the office,  
20 at whose direction the within service was made.  
21

22 Executed: October 3, 2014, at San Diego, California.  
23

24   
25 Rebecka A. Garcia  
26  
27  
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