

**HOLLAND & HART LLP**  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, NV 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

1 Robert C. Ryan  
Nevada Bar No. 7164  
2 **HOLLAND & HART LLP**  
5441 Kietzke Lane, Second Floor  
3 Reno, Nevada 89511  
Phone: (775) 327-3042  
4 Fax: (775) 786-6179  
[rcryan@hollandhart.com](mailto:rcryan@hollandhart.com)

5 Bryan L. Wright  
6 Nevada Bar No. 10804  
9555 Hillwood Drive, 2nd Floor  
7 Las Vegas, Nevada 89134  
Phone: (702) 669-4600  
8 Fax: (702) 669-4650  
[blwright@hollandhart.com](mailto:blwright@hollandhart.com)

9 *Attorneys for Plaintiffs*

10  
11 **UNITED STATES DISTRICT COURT**  
12 **DISTRICT OF NEVADA**

13 TONAGO INC., a Nevada corporation; NRGY  
JEAN CO. LLC, a Nevada limited liability  
14 company; JASON MARK GAON, an individual,  
DEENA GAON, an individual,

15 Plaintiffs,

16 v.

17 CDF, INC., a California corporation,

18 Defendant.  
19

Case No.: 2:12-cv-01254-GMN-PAL

**ORDER GRANTING PLAINTIFFS’  
AGREED MOTION TO DISMISS WITH  
PREJUDICE**

20 This matter has come before the Court on the Agreed Motion to Dismiss With Prejudice  
21 [Doc. 8] filed by Plaintiffs Tonago Inc. (“Tonago”), NRGY Jean Co. LLC (“NRGY”), Jason Mark  
22 Gaon, and Deena Gaon (collectively “Plaintiffs”). Having considered the status of the proceedings,  
23 the lack of any opposition to the Motion filed, pursuant to LR 7-2(d), FRCP 41(a), and *Kokkonen v.*  
24 *Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381-82, 114 S.Ct. 1673, 1677 (1994) (district court  
25 may, in its discretion, retain jurisdiction over matter and parties’ compliance with the terms of  
26 settlement agreement), and for other good cause appearing:

27 IT IS HEREBY ORDERED that Plaintiffs’ Agreed Motion to Dismiss With Prejudice [Doc.  
28 8] is GRANTED;

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Las Vegas, NV 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

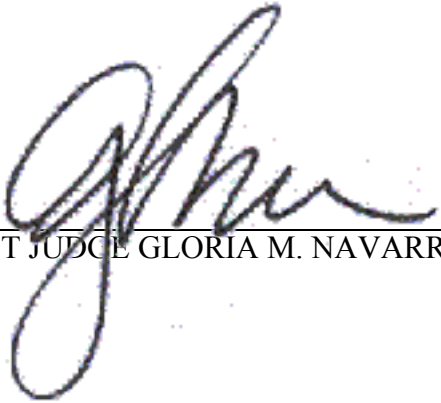
1 IT IS FURTHER ORDERED that this matter is hereby dismissed, with prejudice, in its  
2 entirety pursuant to the Settlement Agreement reached between the parties and attached as Exhibit 2  
3 to the Agreed Motion to Dismiss With Prejudice [Doc. 8];

4 IT IS FURTHER ORDERED that Plaintiffs and Defendant CDF, Inc. ("CDF") shall bear  
5 their own attorneys' fees and costs;

6 IT IS FURTHER ORDERED that this Court shall retain jurisdiction over the parties in this  
7 action for purposes of enforcing, if necessary, the terms of the parties' Settlement Agreement.

8 IT IS SO ORDERED.

9 DATED this 13th day of December, 2012.

  
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U.S. DISTRICT JUDGE GLORIA M. NAVARRO

14 Respectfully submitted by,<sup>1</sup>  
15 **HOLLAND & HART LLP**

16  
17 /s/ Bryan L. Wright  
18 Robert C. Ryan  
19 Nevada Bar No. 7164  
5441 Kietzke Lane, Second Floor  
Reno, Nevada 89511

20 Bryan L. Wright  
21 Nevada Bar No. 10804  
22 9555 Hillwood Drive, 2nd Floor  
Las Vegas, Nevada 89134

23 *Attorneys for Plaintiffs*

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27 \_\_\_\_\_  
28 <sup>1</sup> Pursuant to LR 7-2(f), this proposed Order, prepared by counsel at the Court's request, was served on CDF and its counsel, Donald S. Greir, Esq., prior to submission to the Court.