

1 SEYFARTH SHAW LLP  
 William F. Dugan (*admitted pro hac vice*)/wdugan@seyfarth.com  
 2 131 South Dearborn Street, Suite 2400  
 Chicago, Illinois 60603  
 3 Telephone: (312) 460-5000/Facsimile: (312) 460-7000

4 SEYFARTH SHAW LLP  
 Eric M. Lloyd (*admitted pro hac vice*)/elloyd@seyfarth.com  
 5 560 Mission Street, Suite 3100  
 San Francisco, California 94105  
 6 Telephone: (415) 397-2823/Facsimile: (415) 397-8549

7 MORRIS LAW GROUP  
 Ryan Lower (SBN 9108)/rml@morrislawgroup.com  
 8 900 Bank of America Plaza  
 300 South Fourth Street  
 9 Las Vegas, Nevada 89101  
 Telephone: (702) 474-9400/Facsimile: (702) 474-9422

10 Attorneys for Defendant  
 11 STERLING JEWELERS INC.

12 SCHUETZE & MCGAHA, P.C.  
 William W. McGaha/dkb@smlvlaw.net  
 13 Joshua Santeramo/ jms@smlvlaw.net  
 601 S. Rancho Drive, Suite C-20  
 14 Las Vegas, NV 89106  
 (702) 369-3225/(702) 369-2110 (facsimile)

15 Attorneys for Plaintiff  
 16 LAWRENCE COLLINS

17 UNITED STATES DISTRICT COURT  
 18 DISTRICT OF NEVADA

19	LAWRENCE COLLINS, an individual	)	Case No. 2:14-cv-01997-JCM-GWF
20		)	
	Plaintiff,	)	<b>STIPULATED REQUEST FOR</b>
21		)	<b>DISMISSAL WITH PREJUDICE AND</b>
	v.	)	<b>[PROPOSED] ORDER</b>
22		)	
	STERLING JEWELERS INC., a foreign	)	Action Filed: 12/2/14
23	Corporation; DOES I through X inclusive, and	)	
	ROES CORPORATIONS XI through XX,	)	
24	inclusive,	)	
		)	
25	Defendants.	)	
26		)	

1 Plaintiff Lawrence Collins (“Plaintiff”) and Defendant Sterling Jewelers Inc.  
2 (“Defendant”) (collectively the “Parties”), by and through their respective counsel, and pursuant  
3 to Federal Rule of Civil Procedure Rule 41(a)(2), hereby notify the Court that they have entered  
4 into a written settlement agreement and hereby stipulate to a voluntary dismissal, with prejudice,  
5 of all claims asserted against Defendant in the above-captioned matter. The Parties further  
6 stipulate that each party shall bear its own attorneys’ fees and costs of suit.

7 WHEREFORE, the Parties request that the Court enter an Order dismissing the above-  
8 captioned action with prejudice.

9 **IT IS SO STIPULATED.**

10 DATED: September 24, 2015

SEYFARTH SHAW LLP

11  
12 By /s/ Eric M. Lloyd  
13 William F. Dugan  
14 Eric M. Lloyd  
15 Attorneys for Defendant  
16 STERLING JEWELERS INC.

17  
18 DATED: September 24, 2015

SCHUETZE & MCGAHA, P.C.

19  
20 By /s/ Joshua Santeramo  
21 William W. McGaha  
22 Joshua Santeramo  
23 Attorneys for Plaintiff LAWRENCE COLLINS

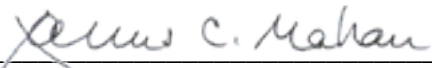
24 I hereby attest that all signatories indicated by a conformed signature (/s/) have concurred in the  
25 filing of this document.

26 /s/ Eric M. Lloyd  
27 Eric M. Lloyd  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**[PROPOSED] ORDER**

Pursuant to the Parties' stipulation, the above-captioned action is hereby **DISMISSED WITH PREJUDICE**. Each party shall bear its own attorneys' fees and costs of suit.  
**IT IS SO ORDERED.**

  
UNITED STATES DISTRICT JUDGE

DATED: October 5, 2015

1 **CERTIFICATE OF SERVICE**

2 1. On September 24, 2015, I served the following document:

3 **STIPULATED REQUEST FOR DISMISSAL WITH PREJUDICE AND [PROPOSED]**  
4 **ORDER**

5 2. I served the above-named document(s) by the following means to the persons as listed  
6 below:

7 *(Check all that apply)*

8  **a. ECF System**

9  **b. United States mail, postage fully prepaid on \_\_\_\_\_:**

10  **c. Personal Service**

11 *(List persons and addresses. Attach additional paper if necessary)*

12  For a party represented by an attorney, delivery was made by handing the  
13 document(s) to the attorney or by leaving the document(s) at the attorney's  
14 office with a clerk or other person in charge, or if no one is in charge by  
15 leaving the document(s) in a conspicuous place in the office.

16  For a party, delivery was made by handing the document(s) to the party or by  
17 leaving the document(s) at the person's dwelling house or usual place of  
18 abode with someone of suitable age and discretion residing there.

19  **d. By direct email (as opposed to through the ECF System)**

20 *(List persons and email addresses. Attach additional paper if necessary)*

21 Based upon the written agreement of the parties to accept service by email or a court  
22 order, I caused the document(s) to be sent to the persons at the email addresses listed  
23 below. I did not receive, within a reasonable time after the transmission, any electronic  
24 message or other indication that the transmission was unsuccessful.

25  **e. By fax transmission**

26 *(List persons and fax numbers. Attach additional paper if necessary)*

27 Based upon the written agreement of the parties to accept service by fax transmission or a  
28 court order, I faxed the document(s) to the persons at the fax numbers listed below. No  
error was reported by the fax machine that I used. A copy of the record of the fax  
transmission is attached.

**f. By messenger**

*(List persons and addresses. Attach additional paper if necessary)*

I served the document(s) by placing them in an envelope or package addressed to the  
persons at the addresses listed below and providing them to a messenger for service.  
*(A declaration by the messenger must be attached to this Certificate of Service).*

**I declare under penalty of perjury that the foregoing is true and correct.**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Signed on September 24, 2015.

/s/ Nancy J. Davilla  
an employee of Seyfarth Shaw LLP

I hereby attest that all signatories indicated by a conformed signature (/s/) have concurred in the filing of this document.

/s/ Eric M. Lloyd  
Eric M. Lloyd