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12 *Attorneys for Plaintiff Peerless Indemnity
13 Insurance Company*

14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE DISTRICT OF NEVADA

16 PEERLESS INDEMNITY INSURANCE
17 COMPANY, a foreign company,

18 Plaintiff,

19 v.
20 LEAP FORWARD GAMING, INC., a
21 Nevada company; MOHAMAD ALI
22 SAFFARI, a Nevada resident; PERRY
23 COBB, a Nevada resident; and BRUCE
24 CUMMINGHAM, a Nevada resident,

25 Defendants.

26 Case No. 2:15-cv-02390-APG-CWH

27 **STIPULATION AND ORDER TO
28 DISMISS**

29 It is hereby stipulated and agreed by and between Plaintiff Peerless Indemnity Insurance
30 Company ("Peerless") and Defendants Leap Forward Gaming, Inc., Mohamad Ali Saffari, Perry
31 Cobb and Bruce Cunningham ("Defendants"), through their respective counsel of record, that
32 Peerless's claims against Defendants in the above matter be dismissed because Defendants concede
33 Peerless has no duty to defend or indemnify Defendants in the underlying litigation in the United
34 States District Court for the District of Nevada as Case No. 2:15-cv-01842-APG-VCF (which has
35 been dismissed with prejudice). Each party shall bear its own fees and costs in this coverage
36 litigation and with respect to the aforementioned underlying litigation in the United States District
37 Court for the District of Nevada as Case No. 2:15-cv-01842-APG-VCF.

3 Dated: October 28, 2016

4 ROBISON, BELAUSTEGUI, SHARP
5 & LOW

6 By: /s/ Kent R. Robison

7 Kent R. Robison (NV Bar # 1167)
8 71 Washington Street
Reno, Nevada 89503
9 *Attorneys for Defendants Leap Forward
Gaming, Inc.; Mohamad Ali Saffari;
Perry Cobb; and Bruce Cunningham*

Dated: October 28, 2016

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By: /s/ Justin S. Hepworth

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*Attorneys for Plaintiff Peerless Indemnity
Insurance Company*

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11 **ORDER**
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13 Upon stipulation of the parties, this action shall be dismissed because Defendants concede
14 Peerless has no duty to defend or indemnify Defendants in the underlying litigation in the United
15 States District Court for the District of Nevada as Case No. 2:15-cv-01842-APG-VCF (which has
16 been dismissed with prejudice. Each party shall bear its own fees and costs in this coverage
17 litigation and with respect to the aforementioned underlying litigation in the United States District
18 Court for the District of Nevada as Case No. 2:15-cv-01842-APG-VCF.

19 Dated: October 28, 2016.

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22 UNITED STATES DISTRICT COURT JUDGE
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