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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 DUSTIN RAINS,
11 Plaintiff,
12 vs.
13 STATE FARM MUTUAL AUTOMOBILE
14 INSURANCE COMPANY; DOES I through X,
15 inclusive, and ROE CORPORATIONS I through
16 X, inclusive,
Defendants.

CASE NO.: 2:17-cv-00358-GMN-PAL

**STIPULATION AND ORDER FOR
REMAND TO STATE COURT AND CAP
ON POTENTIAL DAMAGES/EXPOSURE**

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18 Plaintiff, Dustin Rains (“Mr. Rains”), and Defendant, State Farm Mutual Automobile Insurance
19 Company (“State Farm”), by and through their respect counsel of record (hereinafter referred to as the
20 “Parties”), hereby stipulate and agree as follows, and intend for this agreement to serve as an Order
21 governing the further prosecution and handling of this lawsuit:

22 1. On December 28, 2016, Mr. Rains filed a lawsuit in the Eighth Judicial District Court of
23 the State of Nevada in and for the County of Clark, styled *Dustin Rains, Plaintiff, vs. State Farm Mutual*
24 *Automobile Insurance Company, et al., Defendants*, Case No. A-16-748787-C (“Lawsuit”).

25 2. On February 6, 2017, State Farm filed a Notice of Removal of the Lawsuit pursuant to 28
26 U.S.C. §§ 1332 and 1441 with the United States District Court for the District of Nevada.

27 3. The Parties have reached an agreement wherein State Farm will agree to have this
28 Lawsuit remanded to the Eighth Judicial District Court, County of Clark, State of Nevada, in exchange

1 for Mr. Rains' agreement to cap/limit all damages that it may ever potentially obtain against State Farm
2 to \$75,000.

3 4. The Parties agree and understand that this cap/limit on any potential damages against
4 State Farm relates to any and all damages potentially awarded against State Farm through this Lawsuit,
5 whether the recovery be contractual, extra-contractual, expectation damages, compensatory damages,
6 incidental damages, consequential damages, punitive damages, attorneys fees, costs, and/or interest,
7 and/or under any other legal theory, type of recovery, judgment or award. In other words, any award,
8 recovery, and/or judgment that Mr. Rains may ever obtain against State Farm as a result of this Lawsuit
9 cannot exceed \$75,000, and if any award, recovery and/or judgment exceeds that amount, the same will
10 automatically be reduced to \$75,000 by operation of this stipulation and order.

11 5. The Parties further stipulate and agree that each party shall bear its own attorneys' fees
12 and costs with respect to the removal and remand of the Lawsuit.

13 6. Once the stipulation is signed and filed in the U.S. District Court, District of Nevada, the
14 lawsuit will then be remanded and return to the Clark County, Nevada, Eighth Judicial District Court,
15 and will be reinstated under the same case number (A-16-748787-C) and assigned to the same judicial
16 department, Department IV, as it was prior to the removal of the case to this Court.

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