

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

1 **Marquis Aurbach Coffing**
Jason M. Gerber, Esq.
2 Nevada Bar No. 9812
Jared M. Moser, Esq.
3 Nevada Bar No. 13003
10001 Park Run Drive
4 Las Vegas, Nevada 89145
Telephone: (702) 382-0711
5 Facsimile: (702) 382-5816
jgerber@maclaw.com
6 jmoser@maclaw.com
Attorneys for Plaintiff Performance
7 *Rhino, LLC d/b/a Gun Garage/GAG*

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 PERFORMANCE RHINO LLC d/b/a GUN
GARAGE/GAG,

Case Number: 2:17-cv-00803-APG-PAL

11 Plaintiff,

12 vs.

STIPULATION AND ORDER FOR
COURT DETERMINATION OF GOOD
FAITH SETTLEMENT AND
DISMISSAL WITH PREJUDICE OF
ALL CLAIMS

13 GRANITE STATE INSURANCE
14 COMPANY, a New York corporation;
LOCKTON AFFINITY LLC, a Missouri
15 limited liability company; BRENT RYAN, an
individual and as Account Manager for
16 LOCKTON AFFINITY, LLC; DOES I
through X, inclusive; and ROE
17 CORPORATIONS I through X, inclusive,

18 Defendants.

19
20 Pursuant to LR IA 6-1 and LR 26-4, Plaintiff Performance Rhino, LLC d/b/a Gun
21 Garage/GAG (“Plaintiff”), by and through its attorneys of record, Jason M. Gerber, Esq.
22 and Jared M. Moser, Esq., of the law firm of Marquis Aurbach Coffing; Defendant
23 Granite State Insurance Company (“Granite State”), by and through its attorney of record,
24 Andrew B. Downs, Esq., of the law firm of Bullivant Houser Bailey, PC; and Defendants
25 Lockton Affinity Series of Lockton Affinity, LLC f/k/a Lockton Affinity, LLC, f/k/a
26 Lockton Risk Services, Inc. (“Lockton”) and Brent Ryan (“Ryan”), by and through their
27

1 attorneys of record, Marc S. Cwik, Esq. and Steven L. Foremaster, Esq., of the law firm
2 of Lewis Brisbois Bisgaard & Smith, LLP, hereby request and stipulate as follows.

3 **I. RECITALS.**

4 1. On February 16, 2017 Plaintiff Performance Rhino, LLC dba Gun Garage
5 (“Gun Garage”) filed this action against Granite State Insurance Company (“Granite
6 State”), Lockton Affinity, LLC (“Lockton”) and Brent Ryan (“Ryan”).

7 2. On March 17, 2017 Lockton Affinity and Ryan filed a Notice of Removal
8 from Nevada State District Court to the U.S. District Court for the District of Nevada.

9 3. On March 20, 2017 Granite State joined that Notice of Removal.

10 4. On March 21, 2017 this Court issued a Minute Order assigning the matter
11 to Judge Andrew P. Gordon.

12 5. Lockton Affinity, Ryan and Granite all answered Gun Garage’s Complaint
13 and denied liability for any claims.

14 6. In August and September, 2017 the Defendants individually negotiated
15 settlements with Gun Garage.

16 7. One of the relevant settlement terms is that there would be a determination
17 by this Court that the settlements were reached in good faith.

18 8. The parties wish to keep their settlement amounts confidential from the
19 public record and have agreed to submit the settlement amounts to the Court for an in-
20 camera review, should this Court request to view the settlement amounts.

21 9. The parties, therefore, now entered the following stipulations.

22 **II. STIPULATIONS.**

23 IT IS HEREBY STIPULATED AND AGREED by and between the parties that
24 the settlement entered into between Granite State and Gun Garage has been entered into
25 in good faith, pursuant to NRS 17.245 and applicable case law, and any and all claims,
26 counterclaims and third-party claims for contribution or equitable/implied indemnity of
27 any party, person or entity against Granite and/or Gun Garage, whether compulsory or

1 permissive, whether asserted or not, whether legal or equitable, related in any way to the
2 claims asserted in the case at bar shall forever be discharged and barred, with prejudice;

3 IT IS HEREBY STIPULATED AND AGREED by and between the parties that
4 the settlement entered into between Lockton Affinity, Ryan and Gun Garage has been
5 entered into in good faith, pursuant to NRS 17.245 and applicable case law, and any and
6 all claims, counterclaims and third-party claims for contribution or equitable/implied
7 indemnity of any party, person or entity against Lockton Affinity, Ryan and/or Gun
8 Garage, whether compulsory or permissive, whether asserted or not, whether legal or
9 equitable, related in any way to the claims asserted in the case at bar shall forever be
10 discharged and barred, with prejudice; and

11 IT IS HEREBY STIPULATED AND AGREED by and between the parties that
12 Gun Garage's Complaint against Granite State, Lockton Affinity and Ryan shall be
13 dismissed in its entirety with prejudice, with each party to bear their own costs and
14 attorneys fees.

15 Dated this 20th day of September, 2017.

Dated this 20th day of September, 2017.

16 **MARQUIS AURBACH COFFING**

**LEWIS BRISBOIS BISGAARD &
SMITH**

17
18 By: /s/ Jason M. Gerber, Esq.

By: /s/ Marc S. Cwik, Esq.

19 Jason M. Gerber, Esq.
20 Nevada Bar No. 9812
21 Jared M. Moser, Esq.
22 Nevada Bar No. 13003
23 10001 Park Run Drive
24 Las Vegas, Nevada 89145
25 *Attorneys for Plaintiff Performance*
26 *Rhino, LLC d/b/a Gun Garage/GAG*

Marc S. Cwik, Esq.
Nevada Bar No. 6946
Steven L. Foremaster, Esq.
Nevada Bar No. 10350
6385 S. Rainbow Blvd., Suite 600
Las Vegas, Nevada 89118
*Attorney for Defendants Lockton
Affinity Series of Lockton Affinity,
LLC f/k/a Lockton Affinity, LLC,
f/k/a Lockton Risk Services, Inc.
and Brent Ryan*

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Dated this 20th day of September, 2017.

BULLIVANT HOUSER BAILEY, P.C.

**KRAVITZ, SCHNITZER
& JOHNSON, CHTD.**

By: /s/ Andrew B. Downs, Esq.

and

Andrew B. Downs, Esq.
Nevada Bar No. 8052
101 Montgomery Street, Suite 2600
San Francisco, CA 94109
Attorneys for Defendant Granite State Insurance Company

Martin J. Kravitz, Esq.
Nevada Bar No. 83
8985 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123

ORDER

Upon review of the above Recitals and Stipulations, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Settlements entered into between Granite State and Gun Garage, and between Lockton, Ryan and Gun Garage, have been entered into in good faith pursuant to NRS 17.245 in the applicable case law, and any and all claims, counterclaims and third-party claims for contribution or equitable/implied indemnity of any party, person or entity against Granite State, Lockton, Ryan and/or Gun Garage, whether compulsory or permissive, whether asserted or not, whether legal or equitable, related in any way to the claims asserted in the case at bar, shall forever be discharged and barred, with prejudice; and

IT IS HEREBY FURTHER ORDER, ADJUDGED AND DECREED that Gun Garage's Complaint shall be dismissed in its entirety with prejudice, with each party to bear their own costs and attorneys fees.

IT IS HEREBY ORDERED this 3rd day of October, 2017.


UNITED STATES DISTRICT JUDGE

MARQUIS AURBACH COFFING

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Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

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Submitted by:

MARQUIS AURBACH COFFING

By: /s/ Jason M. Gerber, Esq.

Jason M. Gerber, Esq.
Nevada Bar No. 9812
Jared M. Moser, Esq.
Nevada Bar No. 13003
10001 Park Run Drive
Las Vegas, Nevada 89145
*Attorneys for Performance Rhino,
LLC d/b/a Gun Garage/GAG*