

1 HOLLEY, DRIGGS, WALCH, PUZEY & THOMPSON  
 2 Brian W. Boschee  
 400 South Fourth Street, 3<sup>rd</sup> Floor  
 3 Las Vegas, NV 89101  
 4 (702) 791-0308/FAX (702) 791-1912  
 5 bboschee@nevadafirm.com

6 GUSTAFSON pc  
 7 John Ryan Gustafson (Bar No: 220802)  
 222 N. Pacific Coast Highway, Suite 2000  
 8 El Segundo, CA 90245  
 9 (310) 361-0787/FAX (310) 846-8938  
 10 jrg@gnlawpc.com

11 Attorneys for Plaintiff  
 12 Keith Brown

13 **UNITED STATES DISTRICT COURT**  
 14 **DISTRICT OF NEVADA**

15 **KEITH BROWN**, an individual,

16 *Plaintiff,*

17 v.

18 **ARTEC GLOBAL MEDIA, INC.**, a  
 19 Nevada corporation; **BART AND**  
 20 **ASSOCIATES, LLC**, a Colorado  
 limited liability company; **STONE**  
 21 **DOUGLASS**, an individual; **NOVA**  
**CAPITAL ADVISORS, LLC**, a  
 22 California limited liability company;  
**PETERSON SULLIVAN LLP**, a  
 23 Washington limited liability  
 partnership; **WALTER WELSH**, an  
 24 individual; **CALEB WICKMAN**, an  
 individual; and **MASON**  
 25 **YAMASHIRO**, an individual,

26 *Defendants.*

**Case No. 2:17-cv-01883-JAD-PAL**

**NOTICE OF SETTLEMENT**

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1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that Plaintiff KEITH BROWN (“Brown”) and  
3  
4 Defendants ARTEC GLOBAL MEDIA, INC. (“Artec”), CALEB WICKMAN  
5 (“Wickman”), and STONE DOUGLASS (“Douglass”; collectively, the “Artec  
6  
7 Defendants”) have entered into a settlement agreement (the “Settlement  
8 Agreement”) that obviates the need for a trial in the above-captioned matter.  
9

10 Pursuant to the terms of the Settlement Agreement, the Artec Defendants  
11 will pay Brown monthly installments of settlement funds, the last of which is due  
12 on or about February 1, 2020. The Settlement Agreement also allows Brown to  
13 enter a Confession of Judgment in this Court if the Artec Defendants materially  
14 breach the Settlement Agreement.  
15

16  
17 Brown and the Artec Defendants respectfully request that this Court (1)  
18 vacate all further dates in connection with the above-captioned matter; and (2)  
19 retain jurisdiction of this matter until February 14, 2020, at which time Brown will  
20 dismiss all claims and causes of action against the Artec Defendants.  
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1 DATED: April 2, 2019

**HOLLEY, DRIGGS, WALCH,  
PUZEY & THOMPSON**

2  
3 *s/ Brian W. Boschee*  
4 BRIAN W. BOSCHEE, ESQ.  
5 Attorneys for Keith Brown  
6 (NV Bar Number 7612)  
7

8 DATED: April 2, 2019

**GUSTAFSON pc**

9  
10 *s/ J. Ryan Gustafson*  
11 J. RYAN GUSTAFSON, ESQ.  
12 Attorneys for Keith Brown  
13 (CA Bar Number 220802)  
14 (*Admitted pro hac vice*)


15 DATED: April 2, 2019

**THE MARKOWITZ LAW FIRM**

16  
17 *s/ Warren R. Markowitz*  
18 WARREN R. MARKOWITZ, ESQ.  
19 Attorneys for the Artec Defendants

20 **IT IS ORDERED** that the relief requested in the parties' notice of settlement is  
21 **DENIED.**

22 Dated: April 30, 2019

23  
24   
25 Peggy A. Leen  
26 United States Magistrate Judge  
27  
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1  
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that on April 2, 2019, 2019, service of the foregoing  
4 **NOTICE OF SETTLEMENT** upon each of the parties via electronic service  
5 through electronic the United States District Court for the District of Nevada's  
6 ECF system to:

7  
8 Warren Markowitz, Esq.  
9 **The Markowitz Law Firm**  
10 7260 W. Azure Drive, Suite 140-100  
11 Las Vegas NV 89130  
12 warren@warrenmarkowitzesq.com  
13 warren@markowitzlawfirm.com

14 *Attorneys for Defendants*

15 The Artec Defendants  
16  
17

18 /s/J. Ryan Gustafson

19 J. RYAN GUSTAFSON  
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