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Attorneys for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SACRAMENTO

13 KELLEY and DENNIS O’SULLIVAN, in
14 their Individual Capacity and KELLY
15 O’SULLIVAN as Administrator of the
16 Estate of TARA O’SULLIVAN, Deceased,

17 Plaintiffs,

18 vs.

19 GHOST GUNNER INC., d/b/a
20 GHOSTGUNNER.NET, et al.,

21 Defendants.

Case No. 34-2021-00302934-CU-PO-GDS

[Assigned to the Honorable Judge Lauri A. Damrell; Dept. 22]

**JOINT STIPULATION RE: VOLUNTARY
DISMISSAL WITHOUT PREJUDICE**

22 Plaintiffs and Defendant Juggernaut Tactical, Inc. (“Juggernaut Tactical”), by and through
23 their respective counsel of record, hereby stipulate as follows:

24 WHEREAS, Plaintiffs filed a complaint in the above-captioned action on June 17, 2021
25 naming multiple defendants, including Juggernaut Tactical;

26 WHEREAS, Plaintiffs’ claims arise from a shooting that occurred on June 19, 2019,
27 alleging that Defendants are liable as possible manufacturers of the relevant firearm product(s);

28 WHEREAS, this action has been largely stayed pending resolution of a related criminal
matter due to the parties’ inability to access certain critical evidence;

WHEREAS, the undersigned parties have conferred and Defendant Juggernaut Tactical
has represented to Plaintiffs via sworn declaration that prior to June 19, 2019, Juggernaut Tactical

1 never manufactured for sale any firearm product relevant in this action;

2 WHEREAS, the undersigned parties have agreed to voluntary dismissal of all claims
3 against Defendant Juggernaut Tactical without prejudice, with each side to bear its own costs, and
4 with limited tolling of all relevant statutes of limitation;

5 IT IS THEREFORE STIPULATED AND AGREED by the undersigned parties, subject to
6 the Court's approval, as follows:

7 All claims brought in this action against Defendant Juggernaut Tactical are dismissed
8 without prejudice, with each party to bear its own costs. All statutes of limitation for all claims,
9 cross-claims, or counterclaims which have been or could have been brought in this action against
10 or by Defendant Juggernaut Tactical are tolled for one (1) year as of the date of this Order.

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12 Dated: March 3, 2026

**LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP**

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/s/ Robert J. Nelson

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Robert J. Nelson

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16 Dated: March 3, 2026

**BRADY: UNITED AGAINST GUN
VIOLENCE**

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/s/ Philip Bangle

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Philip Bangle

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Attorneys for Plaintiffs

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21 Dated: March 3, 2026

RENZULLI LAW FIRM, LLP

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/s/ Howard Schilsky

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Howard Schilsky

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Attorneys for Defendant Juggernaut Tactical

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PROPOSED ORDER

Pursuant to the parties' stipulation and Cal. Civ. Proc. Code § 581, it is hereby
ORDERED that:

All claims brought in this action against Defendant Juggernaut Tactical are dismissed
without prejudice, with each party to bear its own costs. All statutes of limitations for all claims,
cross-claims, or counterclaims which have been or could have been brought in this action against
or by Defendant Juggernaut Tactical are tolled for one (1) year as of the date of this Order.

IT IS SO ORDERED.

Dated: _____

Honorable Judge Lauri A. Damrell
Judge of the Superior Court