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*Attorneys for Plaintiffs*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

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

Plaintiffs,

vs.

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

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**

Plaintiffs and Defendant James Madison Tactical (“JMT”), by and through their  
respective counsel of record, hereby stipulate as follows:

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

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

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 JMT has represented  
to Plaintiffs via sworn declaration that the products that JMT manufactured for sale prior to June

1 19, 2019 are readily distinguishable from the products relevant in this action;

2 WHEREAS, the undersigned parties have agreed to voluntary dismissal of all claims  
3 against Defendant JMT without prejudice, with each side to bear its own costs, and with limited  
4 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 JMT are dismissed without prejudice,  
8 with each party to bear its own costs. All statutes of limitation for all claims, cross-claims, or  
9 counterclaims which have been or could have been brought in this action against or by Defendant  
10 JMT are tolled for one (1) year as of the date of this Order.

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12 Dated: April 2, 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: April 2, 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*

20 Dated: April 2, 2026

**MICHEL & ASSOCIATES, P.C.**

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*/s/ Sean Brady*

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Sean Brady

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*Attorneys for Defendant James Madison 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 James Madison 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 James Madison 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