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Viatron, Inc.*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

RUSSELL GREER, an individual,
Plaintiff,

vs.

VIATRON, INC., a Nevada Corporation; DOES
I through X; and ROE CORPORATIONS I
through X, inclusive,
Defendants.

Case No.: A-26-937678-C
Dept. No.: XIII

**STIPULATION AND ORDER FOR
BINDING ARBITRATION**

Plaintiff RUSSELL GREER (“Plaintiff”) and Defendant VIATRON, INC. (“Viatron” or
“Defendant”) (collectively, the “Parties”), by and through their respective undersigned counsel,
hereby stipulate and agree as follows:

RECITALS

1 It is agreed that Russell Greer shall submit any arbitrable claims within 14 days after this
2 stipulation is filed with the Court, in accordance with Section 2 below.
3

4 **2. Arbitration Administrator and Applicable Rules.**

5 The arbitration shall be administered by JAMS in accordance with the JAMS
6 Comprehensive Arbitration Rules and Procedures in effect at the time of the commencement of the
7 arbitration (the "JAMS Rules"), except as modified by this Stipulation. In the event of any conflict
8 between this Stipulation and the JAMS Rules, this Stipulation shall govern. A copy of the JAMS
9 Rules may be obtained at www.jamsadr.com.
10

11 The parties further agree that the arbitration shall be governed by JAMS' "Expedited
12 Procedures" as defined in Rules 16.2 and 16.2 of JAMS' Comprehensive Arbitration Rules and
13 Procedures.
14

15
16 **3. Selection of Arbitrator.**

17 The arbitration shall be conducted before a single neutral arbitrator selected in accordance
18 with the JAMS Rules. If the Parties are unable to agree upon an arbitrator within fourteen (14) days
19 of the commencement of the arbitration, JAMS shall provide the Parties with a list of not fewer than
20 five (5) proposed arbitrators. Each Party shall have ten (10) calendar days from receipt of such list to
21 strike up to two (2) names and to rank the remaining candidates in order of preference. JAMS shall
22 then appoint the arbitrator with the highest composite ranking. The arbitrator shall be a retired judge
23 or an attorney licensed to practice law in the State of Nevada with substantial experience in
24 commercial litigation.
25

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27 **4. Location of Arbitration.**
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1 The arbitration shall take place in Clark County, Nevada, at a JAMS resolution center or
2 such other location as the Parties may mutually agree upon, or as the arbitrator may direct.
3

4 **5. Stay of Civil Action and any Other Proceeding.**

5 The parties jointly request that the Civil Action be stayed in its entirety pending the final
6 outcome of the binding arbitration. During the pendency of the arbitration, neither Party shall seek
7 any judicial relief in connection with the subject matter of this Stipulation, except as necessary to (a)
8 confirm, vacate, modify, or correct any arbitral award pursuant to applicable law; (b) seek
9 emergency or provisional relief as contemplated by the JAMS Rules or applicable law where such
10 relief is not available from the arbitrator; or (c) enforce the terms of this Stipulation.
11

12 To the maximum extent permitted by law, each Party shall also make efforts to stay any
13 other pending proceeding, including but not limited to administrative proceedings, grievance
14 proceedings, OSHA or EEOC proceedings, or similar actions or proceedings to the extent that such
15 actions or proceedings involve arbitrable claims as defined in this agreement.
16

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18 **6. Advancement of Arbitration Costs.**

19 Viatron, Inc. shall advance all costs and fees associated with the arbitration, including but
20 not limited to JAMS filing fees, arbitrator fees and expenses, hearing room charges, and all other
21 administrative costs assessed by JAMS (collectively, "Arbitration Costs"). Such advancement shall
22 not prejudice Viatron's right to seek reallocation of Arbitration Costs in the final award as provided
23 in Section 7 below.
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26 **7. Prevailing Party: Attorney's Fees and Costs.**
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1 Upon conclusion of the arbitration, the non-prevailing Party shall be responsible for all costs
2 and expenses of the arbitration, including reasonable attorney's fees, expert witness fees, and any
3 other costs and expenses incurred by the prevailing Party or advanced by the prevailing Party in
4 connection with the arbitration or in connection with any related litigation prior to execution of this
5 agreement. The arbitrator shall determine the prevailing Party, assess such costs and fees, and
6 include an award of the same as part of any final arbitral award.
7

8
9 **8. Court Costs.**

10 Court costs incurred in the Civil Action, other than attorney's fees, and all costs not
11 associated with arbitration, shall be taxed as part of any final judgment entered in accordance with
12 applicable Nevada law.
13

14 **9. Discovery.**

15 Discovery shall be conducted in accordance with the JAMS Rules. The arbitrator shall have
16 the authority to permit such discovery as the arbitrator deems necessary and appropriate, including
17 but not limited to document requests, interrogatories, requests for admission, and depositions. The
18 arbitrator may consider the needs of the Parties, the complexity of the issues, and the desirability of
19 making discovery expeditious and cost-effective in determining the scope of permissible discovery.
20
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22 **10. Governing Law.**

23 This Stipulation shall be governed by and construed in accordance with the laws of the State
24 of Nevada, without regard to conflicts of law principles. The arbitrator shall apply Nevada
25 substantive law to the merits of any dispute. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, shall
26 govern the enforceability of this Stipulation and any proceedings to confirm, vacate, modify, or
27 correct the arbitral award.
28

1 **11. Confidentiality.**

2 The arbitration proceedings, including all submissions, testimony, evidence, and the arbitral
3 award, shall be kept confidential by the Parties, their counsel, and the arbitrator, except as may be
4 necessary to (a) enforce any arbitral award; (b) comply with applicable law or the rules of a
5 regulatory body; or (c) comply with a subpoena or court order.
6

7
8 **12. Arbitral Award.**

9 The arbitrator shall render a final, written, reasoned award within thirty (30) days of the
10 close of the arbitration hearing, or within such other time as the Parties may agree or the arbitrator
11 may direct. The award shall be final and binding upon the Parties, and judgment upon the award
12 may be entered in any court of competent jurisdiction, including the District Court, Clark County,
13 Nevada. The Parties expressly waive any right to appeal the merits of the arbitral award, except as
14 provided under the Federal Arbitration Act or applicable Nevada law.
15

16
17 **13. Authority of the Arbitrator.**

18 The arbitrator shall have the authority to grant any remedy or relief that would have been
19 available to the Parties had the matter been heard in court, including but not limited to compensatory
20 damages, equitable relief, declaratory relief, and such other relief as the arbitrator deems just and
21 appropriate. The arbitrator shall not have the authority to award punitive or exemplary damages
22 except to the extent such damages would be available under applicable law.
23

24
25 **14. Waiver of Jury Trial.**

26 BY ENTERING INTO THIS STIPULATION, EACH PARTY KNOWINGLY,
27 VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN
28

1 CONNECTION WITH ANY CLAIM, COUNTERCLAIM, OR DEFENSE SUBJECT TO THIS
2 STIPULATION.

3
4 **15. Entire Agreement; Modification.**

5 This Stipulation constitutes the entire agreement between the Parties with respect to the
6 submission of their disputes to binding arbitration and supersedes all prior negotiations,
7 representations, or agreements relating thereto. This Stipulation may not be modified, amended, or
8 waived except by a writing signed by all Parties.
9

10
11 **16. Counterparts.**

12 This Stipulation may be executed in one or more counterparts, each of which shall be
13 deemed an original, and all of which together shall constitute one and the same instrument.
14 Facsimile and electronic signatures shall be deemed original signatures for all purposes.
15

16 **17. Severability.**

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18 If any provision of this Stipulation is held to be invalid or unenforceable, the remaining
19 provisions shall continue in full force and effect. The Parties intend that the arbitration agreement
20 contained herein shall be enforced to the fullest extent permitted by law.
21

22 **18. Construction; No Presumption Against Drafter.**

23 This Stipulation has been jointly drafted and negotiated by the Parties and their respective
24 counsel. In the event of any ambiguity or dispute regarding the interpretation of this Stipulation, it
25 shall be construed as if jointly prepared by the Parties, and no presumption or burden of proof shall
26 arise favoring or disfavoring any Party by virtue of the authorship of any provision hereof.
27
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1 **19. Court Approval.**

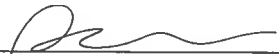
2 The Parties shall jointly submit this Stipulation to the District Court, Clark County, Nevada,
3 and shall request that the Court enter an order staying the Civil Action and referring the matter to
4 binding arbitration in accordance with the terms herein.
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DATED this 23rd day of April, 2026.

Respectfully submitted,


PRO SE LITIGANT

/s/ 

RUSSELL GREER
3930 University Center, Apt. 103
Las Vegas, Nevada 89119
Plaintiff

Respectfully submitted,

MAIER GUTIERREZ & ASSOCIATES

/s/ 

JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
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Nevada Bar No. 10079
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~~PROPOSED~~ ORDER

Good cause appearing, and the Parties having stipulated thereto,

IT IS HEREBY ORDERED that the above-captioned Civil Action, Case No. A-26-937678-C, is **STAYED** in its entirety pending the final outcome of binding arbitration administered by JAMS in accordance with the terms of the foregoing Stipulation.

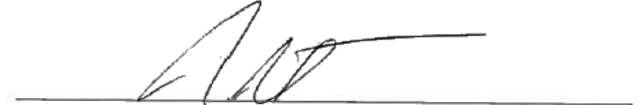
IT IS FURTHER ORDERED that all claims, counterclaims, cross-claims, and defenses raised or that could have been raised in this Civil Action shall be submitted to final and binding arbitration in accordance with the terms of the Stipulation.

IT IS FURTHER ORDERED that either Party may apply to this Court for confirmation of any arbitral award rendered in the arbitration, in accordance with applicable law.

IT IS FURTHER ORDERED that Plaintiff's Motion for Settlement Conference Pursuant to NRCP 16(A)(5) on May 7, 2026 is vacated.

~~DATED this _____ day of _____, 2026.~~

Dated this 24th day of April, 2026



7F5 8F3 C06D 3E4F
Mark R. Denton
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Russell Greer, Plaintiff(s)

CASE NO: A-26-937678-C

7 vs.

DEPT. NO. Department 13

8 Viatron Corporation,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system
to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 4/24/2026

15 MGA Docketing

docket@mgalaw.com

16 Russell Greer

russmark@gmail.com

17 Jordon Fentenmier

jordonfetenmier@proton.me

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