

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

DOBSON BROTHERS)
CONSTRUCTION COMPANY, a)
Nebraska corporation,)

Plaintiff,)

v.)

RATLIFF, INC., an Oklahoma)
corporation, and AMERICAN)
CONTRACTORS INDEMNITY)
COMPANY, a California)
corporation,)

Defendants.)

4:08CV3103

ORDER

The parties have filed a joint motion (filing [164](#)) to vacate this court’s memorandum and order dated April 10, 2012, (filing [158](#)) as moot due to a settlement agreement that has been entered between the plaintiff and defendant American Contractors Indemnity Company¹ that has resolved all claims and liability issues between the parties. The parties stipulate that all claims that were asserted or could have been asserted in this action—other than claims related to indemnity or right to contribution between the defendants—have been resolved in the settlement agreement, and that all claims remaining before this court should be dismissed with prejudice. As all parties have consented to the filing of the motion and dismissal of this case with prejudice,

¹A binding arbitration occurred between defendant Ratliff, Inc., and the plaintiff, and the order of the arbitrator was confirmed as an order of the United States District Court for the Western District of Missouri. (See Filing [119](#), Joint Status Report Regarding Progress of Arbitration Proceedings Between Ratliff and Dobson.)

IT IS ORDERED:

1. The motion (filing [164](#)) of the parties to vacate the order entered on April 10, 2012, as moot and joint motion to dismiss with prejudice is granted;
2. The Clerk of Court shall strike this court's interlocutory order dated April 10, 2012, (filing [158](#));
3. Judgment dismissing with prejudice all claims remaining before this court shall be entered by separate document.

DATED this 24th day of July, 2012.

BY THE COURT:

Richard G. Kopf

Senior United States District Judge

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