

1 BRANDON BARKHUFF
 Nevada Bar No. 8958
 2 6226 West Sahara Ave.
 Las Vegas, Nevada 89146
 3 Telephone: 702/402-5791
 Facsimile: 702/402-2069

4 *Counsel for Defendant Nevada*
 5 *Power Company*

6 **UNITED STATES DISTRICT COURT**
 7 **DISTRICT OF NEVADA**

8 TERRY E. DICKSON; RONALD N. BEGAY;
 9 LARRY D. EILERS; ALDEN T.
 FERGUSON; and WILBUR TARR,

CASE NO.: 2:96-cv-0020-LDG-LRL

10 Plaintiffs,

**STIPULATION AND
 ORDER WITHDRAWING AFFIDAVIT
 AND REQUEST FOR ATTORNEY'S
 FEES AND ACKNOWLEDGING
 SATISFACTION OF JUDGMENT**

11 v.

12 NEVADA POWER COMPANY, a Nevada
 13 corporation; SALT RIVER PROJECT
 AGRICULTURAL IMPROVEMENT AND
 14 POWER DISTRICT, a political subdivision of
 the State of Arizona, as a participant in the
 15 MOHAVE GENERATING PROJECT; and
 SALT RIVER PROJECT AGRICULTURAL
 16 IMPROVEMENT AND POWER DISTRICT,
 a political subdivision of the State of Arizona,
 17 as Operating Agent of the Navajo Generating
 Project;

18 Defendants.
 19

20 Plaintiffs, TERRY E. DICKSON, RONALD N. BEGAY, LARRY D. EILERS, ALDEN
 21 T. FERGUSON, and WILBUR TARR, along with Defendants, and NEVADA POWER
 22 COMPANY, (each a "Party" and, collectively, "Parties"), by and through their counsel of
 23 record¹, hereby enter into the following stipulation:

24 WHEREAS, as a result of a dispute between Terry E. Dickson, Ronald N. Begay, Larry
 25 D. Eilers, Alden T. Ferguson, and Wilbur Tarr (collectively, "Plaintiffs"), and Defendants
 26 Nevada Power Company ("Nevada Power") and the Salt River Project Agricultural Improvement

27 ¹ Heideman & Associates is the successor entity of Ascione, Heideman & McKay, LLC.
 28

1 and Power District, on January 5, 1996, Plaintiffs filed a civil lawsuit against Nevada Power and
2 the Salt River Project Agricultural Improvement and Power District which was litigated in the
3 U.S. District Court in and for the District of Nevada as Case No. 2:96-cv-00020-LDG-LRL (the
4 "Action") alleging a cause of action and damages related to Plaintiffs' rights under ERISA and
5 their retirement plans;

6 WHEREAS, on February 8, 2005, the Court issued its Decision and Judgment on the
7 merits of the Action where it awarded Plaintiffs \$22,860.00 and conditionally awarded the
8 payment of Plaintiffs' attorney's fees and costs, subject to further briefing and order of the Court;

9 WHEREAS, on April 5, 2005, Plaintiffs submitted their Affidavit of Attorneys' Fees
10 (ECF No. 174), regarding attorney's fees and costs, which was opposed by Nevada Power (ECF
11 Nos. 175, 176);

12 WHEREAS, the Court has not issued an order concerning Plaintiffs' Affidavit of
13 Attorney's Fees regarding an award of attorney's fees and costs;

14 WHEREAS, the Judgment has been fully satisfied; and

15 WHEREAS, the Parties have agreed to resolve the disputes between them concerning the
16 Court's Decision, Judgment, and Plaintiffs' Affidavit of Attorneys' Fees.

17 THEREFORE, the Parties hereby stipulate and agree to the following:

18 1. Plaintiffs hereby withdraw their Affidavit of Attorneys' Fees (ECF No. 174),
19 together with any request for an award of attorney's fees and costs, with prejudice;

20 2. The Parties acknowledge the payment of TWENTY FIVE THOUSAND
21 DOLLARS (\$25,000.00) from Nevada Power in full and complete satisfaction of any attorney's
22 fees and costs owed to Plaintiffs in or resulting from this action, or that could have otherwise
23 been sought by Plaintiffs in connection with the occurrences and transactions referenced in this
24 action;

25 3. The Parties acknowledge the payment of \$22,860.00 in full and complete
26 satisfaction of the Judgment; and

27 4. This matter may now be closed.
28

