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Attorneys for Defendants The Home Depot, Inc. and Home Depot U.S.A., Inc.

14 UNITED STATES DISTRICT COURT
 15 DISTRICT COURT OF NEVADA

17 DANIEL REYES, RODOLFO CORTES,
 18 ARMANDO LEALS PEREZ, APOLINER
 JUAREZ ALBINO, AND JOEL MONGE,
 19 INDIVIDUALLY AND ON BEHALF OF ALL
 OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

22 COVER-ALL INC., THE HOME DEPOT,
 INC., AND HOME DEPOT U.S.A., INC.,

Defendants.

CASE NO. CV-S-07-0148 RCJ (PAL)

ORDER

**RE: SETTLEMENT AND
DISMISSAL OF CASE WITH
PREJUDICE**

26 Plaintiffs Daniel Reyes and Rodolfo Cortes (“plaintiffs”) and defendant The Home
 27 Depot, Inc. and Home Depot U.S.A., Inc., (“defendants”) through their respective counsel, hereby
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1 stipulate and agree that:
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4 1. In addition to defendants The Home Depot, Inc. and Home Depot U.S.A., Inc.,
5 the defendant Cover-All, Inc. has appeared in this case but for unknown reasons has declined to
6 enter into this Stipulation, which provides for the termination, with prejudice, of this entire action
7 against Cover-All, Inc. and all defendants and imposes no legal obligations of any nature
8 whatsoever on defendant Cover-All, Inc., which will also be released from any liability to the
9 plaintiffs pursuant to the private confidential settlement agreement entered into between the
10 plaintiffs and the defendants The Home Depot, Inc. and Home Depot U.S.A., Inc.
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13 2. The parties' settlement agreement does not involve the settlement of any
14 class claims pursuant to Federal Rule of Civil Procedure 23.
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16 3. Defendant Cover-All had previously filed a voluntary petition for
17 bankruptcy protection in the United States Bankruptcy Court for the Central District of
18 California, Docket 09-bk10011, on January 2, 2009 under Chapter 11 of the United States
19 Bankruptcy Code. On December 14, 2010 that petition was dismissed without any discharge of
20 such defendant's debts being secured from the bankruptcy court. Defendant Cover-All has not
21 filed any subsequent petition for bankruptcy protection and is believed to have ceased doing
22 business and to have no assets. By Order of this Court of February 23, 2012 (Docket #215)
23 defendant Cover-All's counsel was relieved in this matter at its request (pursuant to the motion at
24 Docket #214) and defendant Cover-All has not subsequently appeared by substitute counsel. No
25 counter-claims have been made by Cover-All.
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27 4. In view of the foregoing, it is appropriate for this action to be dismissed in
28 its entirety. This case shall be **DISMISSED WITH PREJUDICE** pursuant to Federal Rule of


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Civil Procedure 41(a) (2) and without any award of fees or costs.

Dated: May 29, 2012


MARK R. THIERMAN
THIERMAN LAW FIRM

LEON GREENBERG
LEON GREENBERG PROFESSIONAL
CORPORATION

By: 
Leon Greenberg
Attorneys for Plaintiffs
DANIEL REYES and RODOLFO CORTES

Dated: May 29, 2012

LYNNE C. HERMLE
ORRICK HERRINGTON & SUTCLIFFE LLP

By: 
Lynne C. Hermle
Attorneys for Defendants
THE HOME DEPOT, INC. and HOME DEPOT,
U.S.A. INC.

IT IS SO ORDERED:



Honorable Robert C. Jones
United States District Judge

Dated: This 1st day of June, 2012.