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6 Attorneys for FIRE MATERIALS GROUP, LLC, and  
 7 TELGIAN CORPORATION

8 UNITED STATES DISTRICT COURT  
 9 DISTRICT OF NEVADA

9 R&O CONSTRUCTION COMPANY, a )  
 10 Utah corporation, )

CASE NO: 2:09-cv-00147

11 Plaintiff,

) **STIPULATION AND ORDER FOR**  
 ) **DISMISSAL WITH PREJUDICE OF THE**  
 ) **ENTIRE ACTION**

12 v. )

13 FIRE MATERIALS GROUP, LLC, a )  
 14 Georgia limited liability )  
 15 company; TELGIAN CORPORATION, a )  
 16 California corporation; and )  
 17 WESTCHESTER SURPLUS LINES )  
 18 INSURANCE COMPANY, a Georgia )  
 19 corporation,

20 Defendants. )

21 FIRE MATERIALS GROUP, LLC, and )  
 22 TELGIAN CORPORATION, )

23 Third-Party Plaintiffs, )

24 v. )

25 RED ROCK FIRE PROTECTION and )  
 26 ROES 1-50, )

27 Third-Party Defendants. )

28 The parties who have entered an appearance in the above-  
 captioned matter, Plaintiff, R&O CONSTRUCTION COMPANY,  
 ("Plaintiff"), Defendant, WESTCHESTER SURPLUS LINES INSURANCE  
 COMPANY, ("WESTCHESTER"), Defendant, FIRE MATERIALS GROUP, LLC,  
 ("FMG"), and Defendant, TELGIAN CORPORATION ("TELGIAN"), by and

1 through their respective counsel of record, hereby stipulate for  
2 dismissal of the above-captioned matter as follows:

3 WHEREAS the parties have reached full and final settlement  
4 in the above-captioned matter;

5 ACCORDINGLY, IT IS HEREBY STIPULATED by and between counsel  
6 for Plaintiff, counsel for FMG and TELGIAN, and counsel for  
7 WESTCHESTER that the Complaint filed by Plaintiff, and the  
8 Third-Party Complaint filed by FMG and TELGIAN against Third  
9 Party Defendant, RED ROCK FIRE PROTECTION, and any other claims,  
10 cross-claims, counter-claims, or third-party claims by or  
11 between the above-referenced parties are hereby dismissed, with  
12 prejudice, and each party shall bear its own fees and costs.

13 Therefore, good cause exists for the above-captioned matter  
14 to be dismissed with prejudice, and counsel respectfully  
15 requests that this Honorable Court adopt the Stipulation and  
16 [Proposed] Order for Dismissal.

17 DATED: August 18, 2010 CALLISTER NEBEKER & McCULLOUGH  
18 /s/ Michael D. Stanger  
19 \_\_\_\_\_  
20 MICHAEL D. STANGER, ESQ.  
Attorneys for Plaintiff

21 DATED: August 18, 2010 THE JOHNSON FIRM, LLC  
22 /s/ C. Michael Johnson  
23 \_\_\_\_\_  
24 C. MICHAEL JOHNSON, ESQ.  
Attorneys for WESTCHESTER SURPLUS  
LINES INSURANCE COMPANY

25  
26 DATED: August 18, 2010 LINCOLN, GUSTAFSON & CERCOS  
27 /s/ Shannon G. Rooney  
28 \_\_\_\_\_  
RANDALL D. GUSTAFSON, ESQ.  
SHANNON G. ROONEY, ESQ.

Attorneys for Defendants/Third  
Party Complainants FIRE MATERIALS  
GROUP, LLC and TELGIAN CORPORATION

1  
2 IT IS SO ORDERED.

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4 DATED: 8/19/2010



5 UNITED STATES DISTRICT JUDGE

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