

LAQUER, URBAN, CLIFFORD & HODGE LLP

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

TRUSTEES OF THE OPERATING ENGINEERS
PENSION TRUST; TRUSTEES OF THE
OPERATING ENGINEERS HEALTH AND
WELFARE FUND; TRUSTEES OF THE
OPERATING ENGINEERS JOURNEYMAN
AND APPRENTICE TRAINING TRUST; AND
TRUSTEES OF THE OPERATING ENGINEERS
VACATION-HOLIDAY SAVINGS TRUST,

Plaintiffs,

vs.

WESTERN EXPLOSIVES SYSTEMS
COMPANY, a Delaware corporation; JARED L.
FREDRICK, an individual; THOMAS C.
FREDRICK, JR., an individual; and PAUL A.
FREDRICK, an individual,

Defendants.

Case No. 2:13-cv-00092-GMN-NJK

**STIPULATION FOR DISMISSAL WITHOUT
PREJUDICE AND ORDER THEREON**

Plaintiffs, TRUSTEES OF THE OPERATING ENGINEERS PENSION TRUST; TRUSTEES
OF THE OPERATING ENGINEERS HEALTH AND WELFARE FUND; TRUSTEES OF THE
OPERATING ENGINEERS JOURNEYMAN AND APPRENTICE TRAINING TRUST; AND
TRUSTEES OF THE OPERATING ENGINEERS VACATION-HOLIDAY SAVINGS TRUST, by and
through their counsel of record, Laquer, Urban, Clifford & Hodge, LLP, and Defendants, WESTERN
EXPLOSIVES SYSTEMS COMPANY, a Delaware corporation; JARED L. FREDRICK, an individual;
THOMAS C. FREDRICK, JR., an individual; and PAUL A. FREDRICK, an individual, by and through

1 their counsel of record, Clark Law Counsel PLLC, hereby agree and stipulate subject to the approval and
2 Order of the Court, as follows:

3 1. A full and final settlement of the above-entitled action has been entered into and agreed
4 to by the Parties. The Parties have executed a Settlement Agreement and Mutual Release (“Settlement
5 Agreement”). Therefore, the Parties request this action be dismissed without prejudice.

6 2. The Parties have agreed that this Court shall reserve and retain jurisdiction of this action
7 and the Parties to enforce the terms of the Settlement Agreement. In accordance with the Second
8 paragraph of the Settlement Agreement, the Parties shall cause their respective attorneys to execute a
9 stipulation of dismissal with prejudice once the condition set forth in that paragraph is satisfied.

10 DATED: October 20, 2015

LAQUER, URBAN, CLIFFORD & HODGE LLP

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20 **Counsel for Plaintiffs**

17 DATED: October 20, 2015

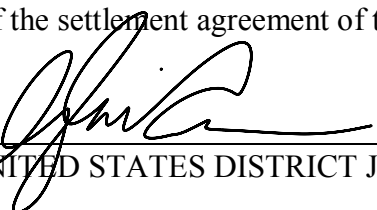
CLARK LAW COUNSEL PLLC

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25 **Counsel for Defendants**

26 **ORDER**

27 IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice. The
28 Court retains jurisdiction to enforce the terms of the settlement agreement of the parties.

26 DATED: October 26, 2015


UNITED STATES DISTRICT JUDGE