

1 **THE URBAN LAW FIRM**

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6 *Counsel for Plaintiffs*

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 TRUSTEES OF THE BRICKLAYERS &
11 ALLIED CRAFTWORKERS LOCAL 13
12 DEFINED CONTRIBUTION PENSION
13 TRUST FOR SOUTHERN NEVADA;
14 TRUSTEES OF THE BRICKLAYERS &
15 ALLIED CRAFTWORKERS LOCAL 13
16 HEALTH BENEFITS FUND; TRUSTEES OF
17 THE BRICKLAYERS & ALLIED
18 CRAFTWORKERS LOCAL 13 VACATION
19 FUND; BRICKLAYERS & ALLIED
20 CRAFTWORKERS LOCAL 13 NEVADA;
21 TRUSTEES OF THE BRICKLAYERS &
22 TROWEL TRADES INTERNATIONAL
23 PENSION FUND; TRUSTEES OF THE
24 BRICKLAYERS & TROWEL TRADES
25 INTERNATIONAL HEALTH FUND; and
26 TRUSTEES OF THE INTERNATIONAL
27 MASONRY INSTITUTE,

28 Plaintiffs,

vs.

MARBELLA FLOORING, INC., a California
corporation; ROBERT IMUS, an individual;
ARTHUR MENCHACA, an individual; and
ROBERT OLMOS, an individual,

Defendants.

CASE NO.: 2:14-cv-00126-GMN-PAL

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

IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, Trustees of the
Bricklayers & Allied Craftworkers Local 13 Defined Contribution Pension Trust for Southern Nevada,

1 et al., and Defendants, Marbella Flooring, Inc. and Robert Imus, an individual, and subject to the
2 approval and 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. Therefore, the parties request this action be dismissed without prejudice.

5 2. The parties have executed a Settlement Agreement and Mutual Release setting forth the
6 terms of their agreement. The terms and conditions of the Settlement Agreement and Mutual Release,
7 and all documents referred to or attached thereto, are incorporated herein by this reference.

8 3. The parties have agreed that this Court shall reserve and retain jurisdiction of this action
9 and the parties to enforce the terms of the Settlement Agreement and Mutual Release executed by the
10 parties herein.

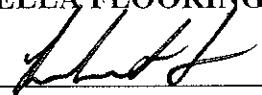
11 Dated: June 30, 2014

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12 By: /s/ Nathan R. Ring
13 Nathan R. Ring, Nevada State Bar No. 12078
14 *Counsel for Plaintiffs*

15 Dated: June 30, 2014

MARBELLA FLOORING, INC.

16 By: 
17 Robert Imus, its President

18 Dated: June 30, 2014

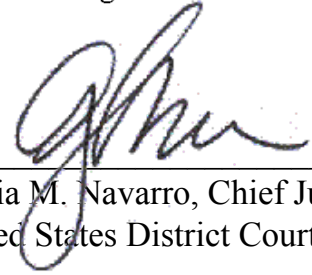
ROBERT IMUS, AN INDIVIDUAL

19 
20

21 **ORDER**

22 IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice. The
23 Court retains jurisdiction to enforce the terms of the settlement agreement of the parties.
24

25 **DATED** this 9th day of December, 2014.

26 
27 Gloria M. Navarro, Chief Judge
28 United States District Court