

1 Law Offices of ERIC R. LARSEN
 Eric R. Larsen, Esq.
 2 Nevada Bar No.: 9423
 9275 W. Russell Rd.
 3 Suite 205
 Las Vegas, Nevada 89148
 4 Telephone: (702) 387-8070
 Facsimile: (877) 369-5819
 5 Eric.Larsen@thehartford.com
 Attorneys for Third-Party Defendant
 6 DISTINCTIVE MARBLE

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

8 AZURE MANOR/RANCHO DE PAZ
 9 HOMEOWNERS ASSOCIATION, a Nevada
 residential common-interest planned community,

10 Plaintiffs,

11 —vs—

12 D.R. HORTON INC., a Delaware corporation,
 13 and DOES 1-100, inclusive,

14 Defendants.

Case No.: 2:14-CV-02222-JCM-NJK

**STIPULATION AND
 ORDER TO DEEM THE
 SETTLEMENT AGREEMENT AND
 RELEASE EXECUTED BY THIRD-
 PARTY DEFENDANT DISTINCTIVE
 MARBLE, INC.**

15 D.R. HORTON, INC.,

16 Third Party Plaintiff,

17 —vs—

18 ALLARD ENTERPRISES, D/B/A/ IRON
 19 SPECIALISTS; AMERICAN ASPHALT &
 GRADING COMPANY; ATRIUM DOOR
 20 AND WINDOW COMPANY; BEBOUT
 CONCRETE, INC.; BEL-AIR PLASTERING,
 21 INC.; CENTRAL VALLEY INSULATION;
 CREATIVE TOUCH INTERIORS, INC.;
 22 DISTINCTIVE MARBLE, INC.; EFFICIENT
 ENTERPRISES, INC. D/B/A/ EFFICIENT
 23 ELECTRIC, INC.; GILMORE
 CONSTRUCTION, LLC.; HARRISON
 24 LANDSCAPE COMPANY, LLC.; MAJESTIVE
 PLUMBING, INC.; NEVADA
 25 LANDSCAPING, INC.; NEW CREATION
 MASONRY, INC.; OPM, INC. D/B/A
 26 CONSOLIDATED ROOFING; QUALITY
 WOOD PRODUCTS LTD.; SILVER STATE
 27 FIREPLACES, INC.; SOUTHERN NEVADA
 PAVING, INC.; SUMMIT DRYWALL &
 28 PAINT, LLC; SUNRISE MECHANICAL, INC.;

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1 SUNSTATE COMPANIES, INC. D/B/A/
2 SUNSTATE LANDSCAPTE; WESTERN
3 SHOWER DOOR; ZEPEDA BROs. PAINT &
4 DRYWALL LLC.; and Does 1 through 150.

Third Party Defendants.

5 IT IS HEREBY STIPULATED by and between Defendant/Third-Party Plaintiff D.R.
6 HORTON, INC. and Third Party Defendant DISTINCTIVE MARBLE, INC, that the
7 Settlement Agreement and Release negotiated by the parties and their counsel of record is
8 deemed executed by DISTINCTIVE MARBLE, INC.

9 This Stipulation is necessary because DISTINCTIVE MARBLE, INC. is no longer in
10 business and there is no representative of the corporation available to execute the Settlement
11 Agreement and Release.

12 This Stipulation is entered into in good faith, in the interests of judicial economy, and
13 not for the purposes of delay.

14 DATED this 1st day of August, 2019

DATED this 6th day of August, 2019

15 THE LAW OFFICES OF ERIC R. LARSEN

WOOD SMITH HENNING & BERMAN

16 /s/ Eric R. Larsen

/s/: Elisa Wyatt (with permission)

17 _____
18 ERIC R. LARSEN, Esq.
19 Nevada Bar No. 9423
20 9275 W. Russell Rd. Ste. 205
21 Las Vegas, NV 89148
22 Attorney for Third Party Defendant,
23 DISTINCTIVE MARBLE, INC.

24 JOEL ODOU, Esq.
25 Nevada Bar No. 7468
26 ELISA WYATT, Esq.
27 Nevada Bar No. 13034
28 2881 Business Park Court, Ste. 200
Las Vegas, NV 89128
Attorney for Third Party Plaintiff,
DR HORTON, INC.

IT IS SO ORDERED.

23 
24 _____
25 UNITED STATES DISTRICT COURT JUDGE

26 DATED: August 13, 2019
27 _____
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