

1 The entire thrust of federal practice and procedure is predicated on three core concepts: justice,
2 speed and the inexpensive determination of every action. See FED. R. CIV. P. 1 (stating that the rules
3 “should be construed and administered to secure the just, speedy, and inexpensive determination of every
4 action and proceeding”). Under Local Rule IA 11-6(a), an attorney who has appeared for a party must be
5 recognized by the court and all the parties as having control of the client's case. Given that American
6 Asphalt & Grading Company is a dissolved Nevada corporation and does not have a signatory to execute
7 the Settlement Agreement and Release, the court deems that the Settlement Agreement and Release of
8 Claims between D.R. Horton and American Asphalt & Grading Company, fully executed, and
9 enforceable.


10 Under LR 7-2(d), the failure of an opposing party to file points and authorities in response to any
11 motion, except a motion under Fed. R. Civ. P. 56 or a motion for attorney’s fees, constitutes a consent to
12 the granting of the motion. To date, no opposition has been filed.

13 Accordingly, and for good cause shown,

14 IT IS HEREBY ORDERED that American Asphalt & Grading Company’s Motion to Deem
15 Settlement Agreement and Release Executed. (ECF No. 206) is GRANTED.

16 IT IS RECOMMENDED that all claims against all parties be dismissed with prejudice, each side
17 bearing its costs and attorney fees.

18 DATED this 19th day of June, 2017.

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21 CAM FERENBACH
22 UNITED STATES MAGISTRATE JUDGE
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