

THE URBAN LAW FIRM

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

TRUSTEES OF THE BRICKLAYERS &
ALLIED CRAFTWORKERS LOCAL 13
DEFINED CONTRIBUTION PENSION TRUST
FOR SOUTHERN NEVADA; *et al.*,

Plaintiffs,

vs.

PRACTICAL FLOORING, INC., a Nevada
corporation; and DANETTE BORDLEMAY-
ROYBAL *aka* DANETTE ROYBAL, an
individual,

Defendants.

Case No. 2:16-cv-00510-GMN-GWF

**STIPULATION TO EXTEND
DISPOSITIVE MOTION DEADLINE**

(Second Request)

IT IS HEREBY STIPULATED AND AGREED, by and between the parties' counsel of record, and subject to the approval of the Court, that the dispositive motion deadline be extended 30 days to December 29, 2017. The current deadline is November 29, 2017. Discovery has closed.

In the prior stipulation extending this deadline approved by the Court (ECF No. 22), the parties reported that they reached a tentative settlement of this matter, subject to reducing the settlement to writing and executing the same. The settlement agreement has been reduced to writing and has been exchanged among the parties.

The tentative settlement provides one contingency that has not been removed. Based upon Defendants' representations, which representations Plaintiffs are presently satisfied with, delay outside the control of the parties to this litigation has prevented removal of the contingency and, thus, the

1 tentative settlement agreement from being fully consummated. Defendants expect the contingency to be
2 removed within the two weeks. Plaintiffs are, at this time, satisfied Defendants are making reasonable,
3 good faith efforts to remove the contingency to settlement. Thus, the parties request 30 additional days
4 within which to finalize settlement. Within that time, the parties expect to file a stipulation for dismissal,
5 a status report, or, in the event the sole remaining contingency to settlement is not able to be removed
6 and a written settlement agreement is signed by the parties, to file dispositive motions.

7 This is the parties' second request for an extension of the dispositive motion deadline that does
8 not also extend a discovery deadline. This request is not made for any improper purpose or delay. Based
9 upon the foregoing, the parties believe there is good cause for the requested extension because it is in
10 furtherance of settlement, is in the interest of judicial economy, and will conserve the parties' resources
11 by not incurring unnecessary litigation expenses which would impede conclusion of settlement.

12 Dated: November 29, 2017

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KUNG & BROWN

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Inc. and Danette Roybal**

24 **IT IS SO ORDERED.**

25 
UNITED STATES MAGISTRATE JUDGE

26 Dated: __11/30/2017