

THE URBAN LAW FIRM

Michael A. Urban, Nevada Bar No. 3875
Sean W. McDonald, Nevada Bar No. 12817
4270 S. Decatur Blvd., Suite A-9
Las Vegas, NV 89103
T: (702) 968-8087
F: (702) 968-8088
murban@theurbanlawfirm.com
smcdonald@theurbanlawfirm.com
Counsel for Plaintiffs

**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 FOR DISMISSAL
WITHOUT PREJUDICE**

Plaintiffs, Trustees of the Bricklayers & Allied Craftworkers Local 13 Defined Contribution Pension Trust for Southern Nevada, Trustees of the Bricklayers & Allied Craftworkers Local 13 Health Benefits Fund, Trustees of the Bricklayers & Allied Craftworkers Local 13 Vacation Fund; Bricklayers & Allied Craftworkers Local 13 Nevada; Trustees of the Bricklayers & Trowel Trades International Pension Fund, Trustees of the Bricklayers & Trowel Trades International Health Fund, and Trustees of the International Masonry Institute, by and through their counsel of record, The Urban Law Firm; and Defendants, Practical Flooring, Inc., and Danette Bordlemay-Roybal *aka* Danette Roybal, by and through their counsel of record, Kung & Brown, hereby stipulate and agree as follows, subject to the approval and Order of the Court:

1 1. A full and final settlement of the above-entitled action has been entered into and agreed
2 to by the Parties.

3 2. The Parties have executed a Settlement Agreement setting forth the terms of their
4 agreement. The terms and conditions of the Settlement Agreement and all documents referred to or
5 attached thereto are incorporated herein by this reference.

6 3. The Settlement Agreement provides, in part, that this Court will retain jurisdiction to
7 enforce the terms of the Settlement Agreement and, if necessary, may enter a stipulated consent
8 judgment in the case of any uncured default of the Settlement Agreement, according to its terms.

9 4. Therefore, the Parties do hereby request that this action be dismissed, without prejudice,
10 with the Court to retain jurisdiction to enforce the terms and provisions of the Settlement Agreement.

11 Dated: December 29, 2017

Dated: December 29, 2017

12 **THE URBAN LAW FIRM**

KUNG & BROWN

13 /s/ Sean W. McDonald
14 Michael A. Urban, Esq.
15 Sean W. McDonald, Esq.
16 4270 S. Decatur Blvd., Suite A-9
17 Las Vegas, Nevada 89103
18 T: (702) 968-8087
19 F: (702) 968-8088
20 murban@theurbanlawfirm.com
21 smcdonald@theurbanlawfirm.com
22 **Counsel for Plaintiffs**

/s/ Georlen Spangler
23 Georlen Spangler, Esq.
24 214 South Maryland Parkway
25 Las Vegas, Nevada 89101
26 T: (702) 382-0883
27 F: (702) 382-2720
28 jspangler@ajkunglaw.com
**Counsel for Defendants, Practical Flooring,
Inc. and Danette Roybal**

IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE

Dated: December 29, 2017