1 2 3 4 5 6	Brenoch Wirthlin, Esq., NV Bar No. 10282 Brandi M. Planet, Esq., NV Bar No. 11710 FENNEMORE CRAIG, P.C. 300 South Fourth Street, Suite 1400 Las Vegas, Nevada 89101 Telephone: (702) 692-8000 Facsimile: (702) 692-8099 Email: bwirthlin@fclaw.com Attorneys for Defendants		
7	UNITED STATES DISTRICT COURT		
8	FOR THE DISTRICT OF NEVADA		
9	UNITED STATES OF AMERICA FOR THE USE OF SKYLINE STEEL, LLC,	Case No.: 2:17-cv-00700-GMN-VCF	
10	Plaintiff,		
11	v.	STIPULATION AND ORDER	
12 13	TARGET CONSTRUCTION, INC. and LIBERTY MUTUAL INSURANCE COMPANY,	<u>TO DISMISS WITH PREJUDICE</u>	
14	Defendants.		
15		AGREED by and between Plaintiff UNITED	
16	STATES OF AMERICA FOR THE USE OF SKYLINE STEEL, LLC ("P"), and Defendants,		
17	TARGET CONSTRUCTION, INC. and LIBERTY MUTUAL INSURANCE COMPANY		
18	(collectively "Defendants" and with Plaintiff referred to as the "Parties"), by and through their		
19	respective counsel of record, as follows:		
20	1. WHEREAS, on or about April 23, 2018, the Parties reached a settlement of this		
21	matter and entered into a Settlement Agreement and Mutual Release of All Claims (the		
22	"Settlement Agreement"), resolving the claims in this action; and		
23	2. WHEREAS, pursuant to the Settlement Agreement, the Parties agreed that upon		
24	execution of the Settlement Agreement and payment of a Settlement Amount, the above-		
25	captioned case should be dismissed in its entirety with prejudice, each party to bear its own		
26	attorneys' fees and costs; and		
27	///		
28	///		
FENNEMORE CRAIG ATTORNEYS LAS VEGAS			

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1	1 3. WHEREAS, the Parties have now executed the Settlement Agreement	nt and	
2	Defendants have now paid the Settlement Amount.		
3	3 NOW THEREFORE, in consideration of the foregoing, the Parties here	eby agree and	
4	4 stipulate as follows:		
5	A. The above-captioned case shall be dismissed in its entirety with preju	udice as to	
6	6 each of the Defendants;		
7	B. All currently calendared status checks, pre-trial conferences, calendared	ar calls, and	
8	any other pre-trial proceedings or pending hearings shall be vacated; and		
9	C. Each party is to bear its own attorneys' fees and costs.		
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11	Howard & Howard Attorneys PLLCFennemore Craig, P.C.		
12	2		
13		_	
14	Brian J. Pezzillo, Esq.Brenoch R. Wirthlin, Esq.3800 Howard Hughes Pkwy., Suite 1000Brandi M. Planet, Esq.		
15	5 Las Vegas, NV 89169 300 S. Fourth St., # 1400 7 Telephone: (702) 257-1483 Las Vegas, NV 89101		
16	6Facsimile:(702) 567-1568Telephone:(702) 692-8000		
17			
18	8		
19	ORDER		
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21	1		
22	$\frac{\text{DATED this } 11}{2} \text{ day of July, 2018.}$		
23	3		
24	4 Gloria M. Navarro, Chief Judge		
25			
26	6		
27	7		
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FENNEMORE CRAIG ATTORNEYS Las Vegas			

1	CERTIFICATE OF SERVICE
2	Pursuant to FRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.
3	and that on this date, I served the foregoing STIPULATION AND ORDER TO DISMISS
4	WITH PREJUDICE on the parties set forth below by legally serving via U.S. District Court
5	CM/ECF filing system:
6	
7	Jennifer R. Lloyd, Esq. Brian J. Pezzillo, Esq.
8	Howard & Howard Attorneys PLLC 3800 Howard Hughes Parkway, Suite 1000
9	Las Vegas, NV 89169 jrl@h2law.com
10	bjp@h2law.com
11	Attorneys for Plaintiff
12	DATED this 9 th day of July, 2018.
13	
14	/s/ Morganne Westover An Employee of Fennemore Craig, P.C.
15	An Employee of Femilemore erang, F.C.
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28 Fennemore Craig Attorneys Las Vegas	