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 7 and MERCHANTS BONDING COMPANY (MUTUAL)

8
 9 **UNITED STATES DISTRICT COURT**
DISTRICT OF NEVADA

10 **UNITED STATES OF AMERICA FOR THE**
 11 **USE AND BENEFIT OF AMERICAN**
 12 **GENERAL CONSTRUCTION, INC. and**
AMERICAN GENERAL CONSTRUCTION
INC. dba AGC, INC.,

13 **Plaintiffs,**

14 **v.**

15 **YACK CONSTRUCTION INC.;**
 16 **MERCHANTS BONDING COMPANY**
 17 **(MUTUAL); and PAE APPLIED**
TECHNOLOGIES, LLC.,

18 **Defendants.**

Case No.: 2:17-cv-01994-MMD-DJA

**STIPULATION AND [PROPOSED]
 ORDER FOR DISMISSAL WITH
 PREJUDICE**

19
 20 Plaintiffs, UNITED STATES OF AMERICA FOR THE USE AND BENEFIT OF
 21 AMERICAN GENERAL CONSTRUCTION, INC., and AMERICAN GENERAL
 22 CONSTRUCTION, INC., d/b/a AGC, INC, Defendant YACK CONSTRUCTION, INC., and
 23 Defendant MERCHANTS BONDING COMPANY (MUTUAL)¹, by and through their
 24 respective undersigned counsel of record, stipulate as follows:
 25
 26

27 ¹ Defendant PAE Applied Technologies, LLC was previously dismissed from this action. See
 28 ECF No. 31. The parties to this stipulation are the only remaining parties to the action.

1 1. The Parties to this Stipulation have settled and agreed to release their respective
2 claims pursuant to the terms of a Confidential Settlement Agreement and Mutual Release of
3 Claims;

4 2. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), LR IA 6-2, and LR 7-
5 1, the parties hereto agree and stipulate that the above-captioned matter, including any and all
6 claims between and among them, shall be DISMISSED with prejudice;

7 3. The Parties further stipulate and agree that a copy of this *Stipulation and Order*
8 may be recorded with the Clark County Recorder; and

9 4. The Parties further stipulate and agree that each party will bear its own attorneys'
10 fees and costs with respect to the above-captioned case.

11 Dated January 31, 2020.

12 Dated January 31, 2020.

13 **BOYACK ORME & ANTHONY**

13 **GREENBERG TRAURIG, LLP**

14 By: /s/ Colli C. McKiever

14 By: /s/ Christopher R. Miltenberger

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21 Counsel for Plaintiffs

22 **IT IS SO ORDERED.**

23 

24 UNITED STATES DISTRICT COURT JUDGE

25 DATED: February 3, 2020