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 8 *Albertson's LLC and Albertson's Companies, Inc.*

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

11 MARTHA SALDIVAR, an individual

Case No. 2:18-cv-00672-JCM-NJK

12 Plaintiff,

REVISED

13 vs.

**STIPULATION AND ORDER TO
 REMAND MATTER TO STATE COURT**

14 ALBERTSON'S LLC, ALBERTSON'S
 15 COMPANIES, LLC; LPS CONTRACTING
 16 INC.; DOES 1 through 100; and ROE
 CORPORATION 101 through 200, inclusive,

17 Defendants.

18 Plaintiff, MARTHA SALDIVAR, by and through her counsel of record, BERNSTEIN &
 19 POISSON, and Defendants ALBERTSON'S LLC and ALBERTSON'S COMPANIES, INC., by
 20 and through their counsel of record, BACKUS, CARRANZA & BURDEN, hereby stipulate and agree
 21 as follows:
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1 1. On February 7, 2018, Plaintiff filed her Complaint with the Eighth Judicial
2 District Court, Clark County, Nevada against Defendants and LPS Contracting, Inc. The case
3 was assigned Case Number A-18-769104-C.

4 2. Plaintiff has been unable to serve a copy of her Complaint upon LPS Contracting,
5 Inc.; whom, based upon information and belief, is no longer in business.

6 3. Defendant has been diligently attempting to tender its defense to LPS Contracting
7 Inc.'s insurance carrier as of the date of incident.

8 4. As of November 27, 2018, Defendants were discussing coverage position with
9 Nationwide Insurance Company, as possible insurer for LPS Contracting, Inc.

10 5. If LPS Contracting, Inc. cannot be brought in through its insurer, Defendants
11 intend to bring in the individual prior owners of LPS Contracting, Inc.

12 6. Upon information and belief, naming the individual prior owners of LPS
13 Contracting, Inc. will destroy diversity of citizenship.

14 7. Upon discussion by and between Plaintiff and Defendants relative to LPS
15 Contracting, Inc.'s necessary appearance in this matter to attain complete relief, pursuant to
16 FRCP 19 and/or NRCP 19, they have agreed and hereby stipulate to allow this matter be
17 remanded back to the Eighth Judicial District Court, Clark County, Nevada.

18 8. Remanding this matter to the Eighth Judicial District Court, Clark County,
19 Nevada will afford the Parties additional time to ensure LPS Contracting, Inc.'s joinder, either
20 through service of the Complaint, acceptance of defense by its Insurer, and/or by naming the
21 individual prior owners.

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