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10 *Attorneys for Plaintiff Hanover Insurance
 Company*

11 **IN THE UNITED STATES DISTRICT COURT**
 12 **FOR THE DISTRICT OF NEVADA**

13 Hanover Insurance Company, a New
 14 Hampshire corporation,

15 Plaintiff,

16 vs.

17 Thomas Contracting & Development, LLC,
 18 dba TCD Construction, a Nevada limited
 19 liability company; Thomas Devlin, Does 1
 through 100; and Roe Corporations 1
 through 100, inclusive,

20 Defendants.

No. 2:18-cv-02279-MMD-CWH

**STIPULATION FOR DISMISSAL OF
 PLAINTIFF HANOVER
 INSURANCE COMPANY'S
 COMPLAINT WITHOUT
 PREJUDICE**

21
 22 Plaintiff Hanover Insurance Company (“Hanover”) and Defendants Thomas
 23 Contracting & Development, LLC, dba TCD Construction and Thomas Devlin
 24 (“Defendants”), through their respective undersigned counsel and under Fed.R.Civ.P.
 25 41(a)(2) hereby stipulate and request that the Court enter an order dismissing
 26 Hanover’s Complaint against Defendants without prejudice, but nonetheless retaining
 27 jurisdiction to enforce the terms of the parties’ October 28, 2020 Settlement Agreement
 28 (“Settlement Agreement”) in the event of any default by Defendants.

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Dated this 13th day of November 2020.

THE MEAD LAW GROUP, LLP

JENNINGS, STROUSS & SALMON,
P.L.C.

s/ Sarah M. Thomas (with permission)

s/ Patrick F. Welch

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Sarah M. Thomas (NV Bar No.
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Devlin*

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Attorneys for Plaintiff

Hanover Insurance Company

CERTIFICATE OF SERVICE



I hereby certify that on November 13, 2020, I caused to be served a true and correct copy of the foregoing Stipulation and Order of Dismissal with Complaint without Prejudice by the Court's CM/ECF Program.

By /s/ Bonnie M. Simpson, Legal Assistant

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28 through 100, inclusive,

Defendants.

No. 2:18-cv-02279-MMD-CWH

**ORDER GRANTING STIPULATION
TO DISMISS PLAINTIFF
HANOVER INSURANCE
COMPANY'S COMPLAINT
WITHOUT PREJUDICE**

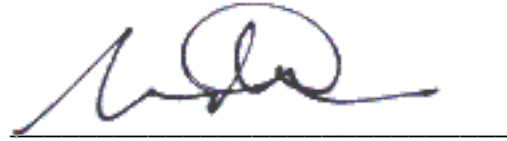
29 Pursuant to the Stipulation for Dismissal Without Prejudice submitted by the
30 Parties and good cause appearing therefore,

31 IT IS HEREBY ORDERED that the Stipulation for Dismissal Without Prejudice
32 is GRANTED. Plaintiff Hanover Insurance Company's Complaint and all counts,
33 claims and causes of action asserted therein, is dismissed without prejudice; and

34 IT IS FURTHER ORDERED that this Court shall retain jurisdiction to enforce
35 the terms of the Parties' October 28, 2020 Settlement Agreement ("Settlement

1 Agreement”) in the event of any default by Defendants Thomas Contracting &
2 Development, LLC dba TCD Construction and Thomas Devlin under the terms of the
3 Settlement Agreement.

4 DATED this 16th day of November, 2020.

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8 DISTRICT COURT JUDGE
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