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E-Filed \_\_\_\_\_

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re:  
  
American West Development, Inc.,  
a Nevada Corporation  
  
Debtor.

Case No.: BK-S-12-12349-MKN  
Chapter 11

**STIPULATION REGARDING**  
**AUTHORITY TO PROCEED ON**  
**STATE COURT LITIGATION**  
**(INSURANCE PROCEEDS ONLY)**

Israel E. Juarez ("Juarez") by and through his attorney Brian D. Shapiro, Esq., of the law office of Brian D. Shapiro, LLC and American West Development, Inc. ("AWD"), by and through its attorney Brett Axelrod, Esq. of Fox Rothschild, LLP hereby stipulate and agree as follows:

WHEREAS, on December 13, 2011, Juarez, by and through its attorney Adam S. Kutner P.C. filed suit against Ignacio Guardo and AWD based upon an injury that Juarez incurred on or about February 11, 2010 ("State Court Litigation") with the District Court Clark County Nevada ("State Court").

WHEREAS, on March 1, 2012, AWD filed a Chapter 11 Bankruptcy Case ("Bankruptcy Case").

WHEREAS, the State Court has stayed the entire State Court Litigation due to the filing of the Bankruptcy Case.



1 WHEREAS, Juarez desires to proceed in the State Court Litigation as against AWD but  
2 will limit any recovery against AWD from any applicable insurance of AWD and against any  
3 other nondebtor co-defendant.

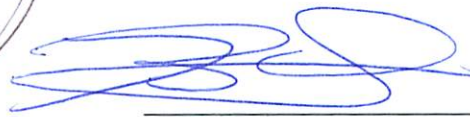
4 NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED:

- 5 1. The above recitals are incorporated within as if fully set forth herein.
- 6 2. To the extent that there is any stay in place by virtue of any aspect of the bankruptcy  
7 case, such stay is hereby lifted and terminated so that Juarez may immediately  
8 proceed in the State Court Litigation against AWD and against any nondebtor co-  
9 defendant.
- 10 3. Juarez is limited to collect upon any recovery and/or award against AWD based upon  
11 AWD's applicable insurance coverage only.
- 12 4. Juarez is not limited to collect upon any recovery against any other nondebtor co-  
13 defendant.
- 14 5. AWD hereby consents to Juarez filing this stipulation with the Bankruptcy Court and  
15 requesting the Bankruptcy Court by ex-parte motion to enter an order approving this  
16 stipulation.  
17  
18

19 AWD

JUAREZ

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22 **Brett Axelrod, Esq.**  
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