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

11 JORDAN DON LEBIE, )  
 )  
 12 Plaintiff, ) CASE NO.: 2:15-cv-00075-KJD-GWF  
 vs. )  
 13 )  
 14 ENCOMPASS INSURANCE COMPANY OF )  
 AMERICA; ROE CORPORATIONS 1 through )  
 15 10, inclusive; and DOES 11 through 20, )  
 inclusive, )  
 16 )  
 Defendants. )  
 17 )

18  
 19 **STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE**

20 IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto,  
 21 through their respective counsel of record, as follows:

22 WHEREAS, Plaintiff Jordan Don Lebie, (“Lebie”), allowed this action to be filed in his  
 23 name pursuant to a Settlement Agreement and Assignment with Wendy Macadangdang, as  
 24 Special Administrator of the Estate of Danny Macadangdang, deceased; and Wendy  
 25 Macadangdang, individually and as Guardian Ad Litem for Sierra Macadangdang, a minor,  
 26 (collectively “the Macadangdangs”), arising from a lawsuit filed in the Eighth Judicial District  
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1 Court for Clark County, Nevada, Case No. A509128, (“the Lawsuit”);

2 WHEREAS, all claims and issues arising from the Lawsuit and/or the motor vehicle  
3 accident which is the subject of the Lawsuit, have now been resolved by and between Lebie, the  
4 Macadangdangs, and Defendant Encompass Insurance Company of America, (“Encompass”);  
5 and

6  
7 WHEREAS, Lebie has explicitly waived his rights to any settlement monies arising from  
8 the resolution of said claims and issues, and/or to pursue any further legal action against  
9 Encompass on said claims and issues;

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1            THEREFORE, the above-referenced shall be dismissed in its entirety, with prejudice,  
2 each party to bear their own fees and costs.


3            No trial date has been set in this matter.

4            DATED this 10 day of ~~July~~<sup>August</sup>, 2015.    DATED this 17<sup>th</sup> day of ~~July~~<sup>August</sup>, 2015.

5            CHAD A. BOWERS, ESQ.

6            PYATT SILVESTRI

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14 Attorneys for Defendant

15            **ORDER FOR DISMISSAL WITH PREJUDICE**

16            Pursuant to the foregoing Stipulation, it is hereby


17            ORDERED, ADJUDGED AND DECREED that the above-referenced matter be, and the  
18 same hereby is, dismissed in its entirety with prejudice, each party to bear their own fees and  
19 costs.

20            DATED this 17th day of August, 2015.

21   
22 UNITED STATES DISTRICT COURT JUDGE

23            Submitted by:

24            PYATT SILVESTRI

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