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9 (Appearances continued on next page)

10
 11 **UNITED STATES DISTRICT COURT**
 12 **DISTRICT OF NEVADA**

<p>13 14 MONIQUE BENNETT, 15 16 17 vs. 18 THE PRIMADONNA COMPANY, L.L.C., 19 20 Defendant. 21 22</p>	<p>) Case No.: 2:15-cv-00575-GMN-EJY)) JOINT STIPULATION TO DISMISS) ACTION WITH PREJUDICE;) REQUEST FOR RETENTION OF) JURISDICTION)) <i>Proposed Order filed concurrently herewith</i>))))))</p>
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JOINT STIPULATION TO DISMISS ACTION WITH PREJUDICE;
 REQUEST FOR RETENTION OF JURISDICTION

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9 *The Primadonna Company, LLC*
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1 Pursuant to Fed. R. Civ. Proc. 41(a)(1)(A)(ii), the parties, by and through their
2 counsel of record, jointly stipulate and request the Court dismiss this action with
3 prejudice, and that the Court retain jurisdiction over the action to enforce the terms of
4 the parties' settlement agreement and any disputes related thereto. This stipulation
5 and request are based on the following recitals:

6
7 **RECITALS**

8 1. In this action, Plaintiff Monique Bennett alleged that Defendant The
9 Primadonna Company LLC violated Title III of the Americans with Disabilities Act
10 ("ADA"), 42 U.S.C. §12181 *et seq.*, in its provision of goods, services, facilities,
11 privileges, advantages, and/or accommodations provided to the public at the Primm
12 Valley Resort and Casino in Primm, Nevada (the "Resort").

13
14 2. In the action, Plaintiff sought injunctive relief to have Defendant
15 remediate any alleged violations of Title III of the ADA at the Resort. Injunctive
16 relief is available under Title III of the ADA. 42 U.S.C. §12188(a)(1).

17
18 3. Plaintiff and Defendant have reached a confidential agreement to resolve
19 all claims asserted in the action (the "Agreement").

20
21 4. The Agreement requires the parties to perform certain obligations in the
22 future. It also requires the parties to attempt to informally resolve any disputes arising
23 from, or related to, compliance with the Agreement's terms.

24
25 5. In the event they are unable to informally resolve any disputes related to
26 or arising from the Agreement, the parties agree that it would be more efficient and
27 effective for them to seek relief from this Court, which has original jurisdiction over
28 the action, and which is familiar with the claims asserted in the underlying action and

1 with the procedural history of the case.

2 6. Thus, the parties have stipulated that any party may bring a motion or
3 action to enforce the Agreement's terms if the parties are unable to informally resolve
4 their disputes. In the event a motion or action is initiated to enforce compliance with
5 the Agreement, the parties have agreed to take any steps necessary to provide the
6 Court with a copy of the Agreement while maintaining its confidentiality.

7
8 7. Because this Court has original jurisdiction over the plaintiff's claims
9 under Title III of the ADA, retention of jurisdiction over the Agreement, to ensure the
10 parties compliance therewith, is appropriate. *Kokkonen v. Guardian Life Ins. Co. of*
11 *Am.*, 511 U.S. 375, 381 (1994).

12
13 **STIPULATION AND REQUEST**

14 Thus, the parties stipulate and request:

- 15 1. That the Court dismiss this action with prejudice, and
16 2. That the Court, which has original jurisdiction over this action, retain
17 jurisdiction over the action, notwithstanding its dismissal, solely to enforce any
18 disputes that may arise related to the Agreement.

19
20
21 Dated: April 22, 2020

METZ & HARRISON, LLP

22
23 By: /s/ Sara Pezeshkpour

24 JEFF A. HARRISON

SARA PEZESHKPOUR

METZ & HARRISON LLP

25 Attorneys for Plaintiff, Monique Bennett
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Dated: April 22, 2020

By: /s/ Brian L. Bradford
BRIAN L. BRADFORD
FISHER & PHILLIPS LLP
Attorneys for Defendant, The Primadonna
Company, L.L.C.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MONIQUE BENNETT,

Plaintiff,

vs.

THE PRIMADONNA COMPANY,
L.L.C.,

Defendant.

) Case No.: 2:15-cv-00575-GMN-EJY

)

) **ORDER APPROVING JOINT**
) **STIPULATION TO DISMISS**
) **AND REQUEST FOR**
) **RETENTION OF JURISDICTION**

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Pursuant to the stipulation of the Parties, and for good cause shown, the Court hereby dismisses the above-captioned action, with prejudice. The Court will retain jurisdiction over the matter for the limited purpose of enforcing the terms of the parties' settlement agreement and any disputes related thereto.

IT IS SO ORDERED.

Dated this 23 day of April, 2020.



Gloria M. Navarro, District Judge
UNITED STATES DISTRICT COURT