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9 *Attorneys for Plaintiff FH Properties, LLC*

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

12 FH PROPERTIES LLC, a Texas limited-liability
 13 company, as successor-in-interest to FH Partners
 14 LLC as successor-in-interest to Federal Deposit
 15 Insurance Corporation, as Receiver for Silver
 16 State Bank,

17 Plaintiff,

18 vs.

19 WASIAK INVESTMENTS I, LLC, a Nevada
 20 limited-liability company, LAS VEGAS
 21 TANGO, LLC, a Nevada limited-liability
 22 company, JAVIER J. WASIAK, LLC, a Nevada
 23 limited-liability company, JAVIER J. WASIAK,
 24 an individual,

25 Defendants.

Case No.: 2:15-cv-01005-APG-PAL

26 **STIPULATION AND ORDER**
 27 **TO DISMISS WITH PREJUDICE**

28 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff, FH
 29 PROPERTIES LLC, a Texas limited-liability company, as successor-in-interest to FH Partners
 30 LLC as successor-in-interest to Federal Deposit Insurance Corporation, as Receiver for Silver
 31 State Bank (“Plaintiff”) and Defendants WASIAK INVESTMENTS I, LLC, a Nevada limited-
 32 liability company, LAS VEGAS TANGO, LLC, a Nevada limited-liability company, JAVIER J.
 33 WASIAK, LLC, a Nevada limited-liability company, and JAVIER J. WASIAK, an individual
 34 (collectively “Defendants” and with Plaintiff referred to as the “Parties”), by and through their
 35 respective counsel of record, as follows:

1 1. WHEREAS, on or about December 29, 2015, the Parties reached a settlement of
2 this matter and entered into a Settlement Agreement and Mutual Release of All Claims (the
3 “Settlement Agreement”), resolving the claims in this action; and

4 2. WHEREAS, pursuant to the Settlement Agreement, the Parties agreed that upon
5 execution of the Settlement Agreement and payment of a Settlement Amount (as defined in the
6 Settlement Agreement), the above-captioned case should be dismissed in its entirety with
7 prejudice, each party to bear its own attorneys’ fees and costs; and

8 3. WHEREAS, the Defendants have now executed the Settlement Agreement and
9 paid the Settlement Amount.

10 NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree and
11 stipulate as follows:

12 A. The above-captioned case shall be dismissed in its entirety with prejudice as to
13 each of the Defendants;

14 B. All currently calendared status checks, pre-trial conferences, calendar calls, and
15 any other pre-trial proceedings or pending hearings shall be vacated; and

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C. Each party is to bear its own attorneys' fees and costs.

Dated this 25th day of February, 2016.

Dated this 25th day of February, 2016.

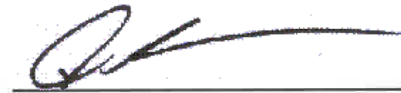
SCHWARTZ FLANSBURG PLLC

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By /s/ Brenoch R. Wirthlin
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Attorneys for Plaintiff FH Properties, LLC

IT IS SO ORDERED:



United States District Judge
Dated: February 26, 2016.

SUBMITTED BY:

Dated this 25th day of February, 2016.

FENNEMORE CRAIG, P.C.

By /s/ Brenoch R. Wirthlin
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