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 8 Henderson Hospitality LLC.

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

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13 JOSHUA WEISE,
 14 Plaintiffs,
 15 vs.
 16 HENDERSON HOSPITALITY, LLC d/b/a
 HAMPTON INN & SUITES LAS VEGAS-
 17 HENDERSON; EMPLOYEE(S)/AGENT(S)
 DOES 1-10; AND ROE CORPORATIONS
 18 11-20, inclusive
 19 Defendants.

CASE NO.: 2:17-cv-00480-GMN-GWF

**STIPULATION AND ORDER FOR
 DISMISSAL WITH PREJUDICE**

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 21 IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiff Joshua
 22 Weise, by and through his attorney, and Defendant Henderson Hospitality, LLC, d/b/a as
 23 Hampton Inn & Suites Las Vegas, by and through its attorneys LEWIS BRISBOIS
 24 BISGAARD & SMITH LLP, that all of Plaintiff's claims, and causes of action against

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1 Defendant in the above-entitled action shall be dismissed, with prejudice, each party to
2 bear their own attorney's fees and costs.

3 The parties agree that this Court shall retain jurisdiction over this matter in the
4 event any dispute arises.

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6 DATED: July 11, 2017

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8 /s/ Christian Gabroy
9 Christian Gabroy, Esq.
10 Nevada Bar No. 8805
11 The District at Green Valley Ranch
12 170 South Green Valley Parkway
13 Suite 280
14 Henderson, Nevada 89012
15 *Attorneys for Plaintiff*

8 /s/ Cayla Witty
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16 Las Vegas, Nevada 89118
17 *Attorneys for Defendant*
18 *Henderson Hospitality LLC*

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ORDER

In light of the above stipulation, IT IS HEREBY ORDERED that this action is dismissed with prejudice, each party to bear their own attorney's fees and costs. The Court, however, rejects the parties' broad request to retain jurisdiction in the event "any dispute" arises. *See Mitchell v. Maurer*, 293 U.S. 237, 244 (1934) (holding that parties cannot confer subject matter jurisdiction by agreement where it otherwise does not exist). The Court must have an independent basis for jurisdiction over any dispute.

DATED: this 26, in July, 2017.


UNITED STATES DISTRICT COURT JUDGE