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JPMorgan Chase Bank, N.A.

**DISTRICT COURT**  
**CLARK COUNTY NEVADA**

JPMORGAN CHASE BANK, N. A.,  
  
Plaintiff,

vs.

PREMIER ONE HOLDINGS, INC., a  
Nevada corporation; TAKO, LLC, a  
Nevada limited-liability company; VIA  
VALENCIA/VIA VENTURA  
HOMEOWNERS’ ASSOCIATION, a  
Nevada non-profit corporation; CASEY A.  
CARDIN, an individual; CHELSY R.  
CARDIN, an individual,  
  
Defendants.

CASE NO: 2:17-cv-00630-RFB-VCF

**STIPULATION AND ORDER OF  
DISMISSAL WITH PREJUDICE AS TO  
DEFENDANTS PREMIER ONE  
HOLDINGS, INC. AND TAKO, LLC**

AND RELATED COUNTERCLAIM.

Pursuant to Fed. R. Civ. P. 41(a), Plaintiff JPMorgan Chase Bank, N.A. (“Chase”), and  
Defendants Premier One Holdings, Inc. (“Premier One”) and Tako, LLC (“Tako”) (collectively

with Chase, the “Parties”), by and through their respective undersigned counsel of record, hereby stipulate and agree as follows:

1. The Parties hereby stipulate and agree that title to the property commonly known as 9727 Maspalomas Street, Las Vegas, Nevada 89178 (APN: 176-29-512-036) is quieted in the name of Premier One Holdings, Inc.

2. The Parties further stipulate and agree that nothing in this Stipulation and Order, or the relief granted herein, shall be construed or deemed to alter, affect, limit, waive, or restrict the rights of Chase (or any of its authorized agents, investors, affiliates, predecessors, successors, and assigns) relating to the promissory note (the “Note”) described in the Deed of Trust recorded in the official records of the Clark County, Nevada recorder as instrument number 20090116-0002348 (the “Chase DOT”).

3. The Parties further agree that this Stipulation and Order is in no way intended to impair the rights of Chase (or any of its authorized agents, investors, affiliates, predecessors, successors, and assigns) to pursue any and all remedies against the Borrower(s), as defined in the Chase DOT and/or Note, that Chase (or any of its authorized agents, investors, affiliates, predecessors, successors, and assigns) may have relating to the Note, except the right to judicially or non-judicially foreclose/enforce the Chase DOT against the property described in the Chase DOT.

4. The Parties further stipulate and agree that a copy of this Order may be recorded with the Clark County, Nevada Recorder.

5. The Parties further stipulate and agree that Premier One and Tako shall be dismissed from this litigation WITH PREJUDICE, with each party to bear its own costs and fees.

6. The Parties further stipulate and agree that Premier One's Counterclaims against Chase are dismissed WITH PREJUDICE, with each party to bear its own costs and fees.

Dated this 18th day of April, 2018.

Dated this 18th day of April, 2018.

SMITH LARSEN & WIXOM

HONG & HONG

/s/ Katie M. Weber

/s/ Joseph Y. Hong

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Premier One Holdings, Inc. and Tako, LLC

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JPMorgan Chase Bank, N.A.

**ORDER**

**IT IS SO ORDERED.**



RICHARD F. BOULWARE, II  
United States District Judge

DATED this 23rd day of April, 2018.