

1 Joel E. Tasca
 Nevada Bar No. 14124
 2 Lindsay Demaree
 Nevada Bar No. 11949
 3 BALLARD SPAHR LLP
 100 North City Parkway, Suite 1750
 4 Las Vegas, Nevada 89106-4617
 Telephone: 702.471.7000
 5 Facsimile: 702.471.7070
 tasca@ballardspahr.com
 6 demareel@ballardspahr.com

7 *Attorneys for Defendant*
 8 *First Premier Bank*

9 UNITED STATES DISTRICT COURT

10 DISTRICT OF NEVADA

11 TAKIA BRANDON, individually and on
 behalf of all others similarly situated,

CASE NO. 2:17-cv-00720-JAD-VCF

12 Plaintiff,

**STIPULATION AND ORDER TO
 DISMISS CASE WITHOUT
 PREJUDICE**

13 v.

14 FIRST PREMIER BANK, a foreign
 15 corporation,

ECF No. 9

16 Defendant.

BALLARD SPAHR LLP
 100 North City Parkway, Suite 1750
 Las Vegas, Nevada 89106-4617
 702.471.7000 FAX 702.471.7070

17
 18 Plaintiff Takia Brandon (“Plaintiff”) and Defendant First Premier Bank (“First
 19 Premier”) (together, the “Parties”) stipulate and agree as follows:

- 20 1. On March 24, 2017, Plaintiff filed her complaint. (*See* ECF No. 1.)
- 21 2. The complaint asserts claims on behalf of a putative class for alleged
 22 violations of the Telephone Consumer Protection Act in connection with Plaintiff’s
 23 credit card account (the “Account”) with First Premier.
- 24 3. Plaintiff’s claims in this action are subject to a binding arbitration
 25 agreement (the “Arbitration Agreement”) contained in the credit card agreement
 26 governing Plaintiff’s Account, a copy of which is attached hereto as Exhibit A.
- 27 4. The Arbitration Agreement contains a class action waiver provision,
 28

1 which provides, *inter alia*, that: “All claims shall be resolved by binding arbitration
2 on an individual basis. Claims made and remedies sought as part of a class action . .
3 . are subject to arbitration on an individual (non-class, non-representative) basis.”

4 5. Accordingly, the Parties agree to dismiss this matter and permit
5 Plaintiff to submit her individual claims to binding arbitration pursuant to the terms
6 of the Arbitration Agreement.

7 Dated: May 2, 2017.

8 BALLARD SPAHR LLP

HAINES & KRIEGER, LLC

9
10 By: /s/ Lindsay Demaree
Joel E. Tasca
11 Nevada Bar No. 14124
Lindsay Demaree
12 Nevada Bar No. 11949
100 North City Parkway, Suite 1750
13 Las Vegas, Nevada 89106

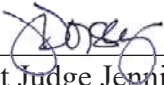
By: /s/ David H. Krieger
14 David H. Krieger
15 Nevada Bar No. 9086
8985 S. Eastern Avenue, Suite 130
16 Henderson, Nevada 89123

Attorney for Plaintiff

17 *Attorneys for Defendant*
18 *First Premier Bank*

19 **ORDER**

20 Based on the parties’ stipulation [ECF No. 9] and good cause appearing, IT IS HEREBY
21 ORDERED that **THIS ACTION IS DISMISSED** without prejudice to plaintiff’s ability to pursue
22 her claims in arbitration. The Clerk of Court is directed to **CLOSE THIS CASE**.

23
24
25
26
27
28


U.S. District Judge Jennifer Dorsey
5/8/17