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7 *Attorneys for Defendant*
 8 *Ramparts, LLC*

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

11 BRYANT LECHUGA,
 12 Plaintiff,
 13 vs.
 14 RAMPARTS, LLC, a Nevada Limited Liability
 Company; DOES I-X; and ROE Business
 15 Entities I-X,
 16 Defendants.

Case No. 2:19-cv-01731-APG-BNW

**STIPULATION AND ORDER FOR
 DISMISSAL OF CASE WITH
 PREJUDICE**

17 Plaintiff BRYANT LECHUGA, and Defendant RAMPARTS, LLC d/b/a Luxor Hotel &
 18 Casino, by and through their respective counsel of record, hereby stipulate and agree to dismiss this
 19 case and all claims and allegations therein with prejudice, each party to bear their own fees and
 20 costs, in accordance with the following which shall constitute binding admissions upon Plaintiff:

- 21 1. Plaintiff’s employment with Defendant ended on April 21, 2021 (the “Separation
 22 Date”).
- 23 2. Plaintiff has been paid and received all compensation, wages, bonuses,
 24 commissions, and benefits, if any, due and payable to him from Defendant.
- 25 3. Plaintiff has received all consideration due to him under the parties’ Confidential
 26 Settlement Agreement And General Release Of All Claims (the “Agreement”).

1 4. Plaintiff has not filed, caused to be filed, or presently is a party to any claim or action
2 against Defendant, other than the instant case.

3 5. Except as otherwise alleged in the Charge or Litigation, as those terms are defined
4 in the Agreement, Defendant's decisions regarding the terms and conditions of Plaintiff's
5 employment with Defendant up to and including the Separation Date were not discriminatory or
6 harassing based on age, race, color, sex, religion, national origin, disability or any other classification
7 protected by law, or retaliatory based on any protected activity.

8 6. Defendant granted Plaintiff any leave and/or reasonable accommodation to which
9 he was entitled under the Family and Medical Leave Act or related federal, state or local leave or
10 disability accommodation laws.

11 7. Plaintiff has no known workplace injuries or occupational diseases that have not
12 already been reported to Defendant.

13 8. Plaintiff has not divulged any proprietary or confidential information of Defendant
14 and will continue to maintain the confidentiality of such information consistent with Defendant's
15 policies and Plaintiff's agreement(s) with Defendant and/or common law.

16 9. Except as otherwise alleged in the Charge or Litigation, as those terms are defined
17 in the Agreement, Plaintiff has not been retaliated against for reporting any allegations of
18 wrongdoing by Defendant or its officers, including any allegations of corporate fraud.

19 10. Plaintiff has not been subjected to any act, omission, conduct or injury, since the
20 date he signed the Agreement, which would give rise to a claim or cause of action against Defendant.

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1 11. No Released Claims, as that term is defined in the Agreement, have arisen since
2 Plaintiff signed the Agreement on April 13, 2021 and the date that this Stipulation is filed with the
3 Court.


4 Dated this 28th day of April, 2021.

5 KEMP & KEMP
6 /s/ James P. Kemp
7 James P. Kemp, Bar #6375
7 7435 West Azure Drive, Suite 110
8 Las Vegas, Nevada 89130
9 *Attorneys for Plaintiff*

JACKSON LEWIS P.C.
/s/ Joshua A. Sliker
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300 S. Fourth Street, Suite 900
Las Vegas, Nevada 89101
Attorneys for Defendant

10 **ORDER**

11 IT IS SO ORDERED.

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14 United States District Judge

15 Dated: April 28, 2021
16 Case No. 2:19-cv-01731-APG-BNW

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