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**DISTRICT COURT
CLARK COUNTY, NEVADA**

MARIAH MARTIN, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

DED OPS NV LLC d/b/a and a/k/a
WALLFLOWER also d/b/a and a/k/a
WALLFLOWER CANNABIS HOUSE; H
& H MANAGEMENT LLC; DOES 1
through 50; inclusive,

Defendants.

Case No.: A-22-863216-C
Dept. No.: 1
HEARING REQUESTED

**JOINT MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date:
Hearing Time:

**JOINT MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

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2
3 Plaintiff Mariah Martin (“Plaintiff”), on behalf of herself and all others similarly
4 situated, and Defendant DED Ops NV LLC d/b/a and a/k/a Wallflower also d/b/a and
5 a/k/a Wallflower Cannabis House (“Wallflower”) and Defendant H & H Management
6 LLC (“H&H”) (together “Defendants”) (collectively Plaintiff and Defendants may be
7 referred to throughout this Motion as the “Parties”) hereby submit this Joint Motion for
8 Preliminary Approval of Class Action Settlement.¹ Pursuant to Rule 23(f) of the Nevada
9 Rules of Civil Procedure (“NRCP”), the Parties ask the Court to give preliminary
10 approval of the Joint Stipulation of Settlement and Release (the “Settlement”), a copy
11 of which is submitted for this Court’s review concurrently herewith as Exhibit “1”.

12 Dated: November 8, 2023

13 GABROY | MESSER

SUTTON | HAGUE

14 /s/ Christian Gabroy

/s/ Jared Hague

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*Counsel for Defendant
DED Ops NV LLC d/b/a and a/k/a
Wallflower also d/b/a and a/k/a Wallflower
Cannabis House*

27 _____
28 ¹ Defendants join in this Motion only to the extent expressly noted herein and to the extent the Settlement analyzed herein is ultimately approved by this Court and actually becomes effective.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. PROCEDURAL HISTORY AND FACTUAL BACKGROUND.

Plaintiff sent Defendants her pre-suit NRS § 608.140 demand with enclosed confidential draft complaint on December 23, 2022. Plaintiff then filed her complaint against Defendants in the Eighth Judicial District Court for the State of Nevada in and for the County of Clark on December 29, 2022. Plaintiff alleged various causes of action for unpaid wages on behalf of herself and all similarly situated individuals under the Nevada Revised Statutes. Specifically, Plaintiff alleges that Defendants failed to: (1) pay all overtime in violation of NRS §§ 608.140 and 608.018 and (2) timely pay all wages due and owing in violation of NRS §§ 608.140 and 608.020-050. Plaintiff also sought injunctive relief. Plaintiff’s legal claims stem from her allegation that Defendants maintained an unlawful practice of not paying all daily overtime to Plaintiff and all other similarly situated nonexempt employees who earned less than one and one-half times the applicable minimum wage. Defendants dispute Plaintiff’s factual and legal allegations.

Following the filing of the Complaint, the Parties met and conferred and agreed it would serve their mutual interests and the interest of judicial economy to commence settlement negotiations before engaging in costly, protracted litigation. The Parties engaged in extensive, months-long settlement negotiations which included the disclosure of voluminous and detailed class-wide data. Following the exchange of informal discovery, the parties engaged in a formal mediation session before Hon. Gene T. Porter (Ret.).

Following such extensive discussions regarding the strengths of their respective positions and with the assistance of the mediator, the Parties reached a proposed class action settlement through arm’s-length negotiations. See Exhibit I.

II. SUMMARY OF THE SETTLEMENT’S KEY PROVISIONS.

The Parties’ Settlement provides for significant monetary recovery on behalf of the Class in exchange for a release of wage-and-hour claims, as well as setting forth

1 the legally appropriate mechanism for providing notice to the Class of the terms and
2 conditions of the Settlement. See Exhibit 1, ¶¶14-17.

3 **A. The Recovery.**

4 The Settlement provides for a maximum settlement amount of \$230,000.00. See
5 Settlement at ¶ 10(c). Out of that amount, the following approximate breakdown
6 applies:

- 7 • \$113,333.33² in estimated settlement funds to the Class;
- 8 • Up to \$15,000.00 in actual settlement administration costs (the “Claims
9 Administration Award”);
- 10 • \$15,000.00 in enhancement to named Plaintiff for her participation in the
11 lawsuit (the “Enhancement Award”);
- 12 • \$76,666.67 in attorneys’ fees (1/3 of the maximum settlement amount);
13 and,
- 14 • Up to \$10,000.00 in actual costs (and together with the foregoing
15 attorneys’ fees, the “Class Counsel Award”).

16 *Id.* at ¶ 10(c); ¶ 10(d); ¶ 10(g); ¶ 11, and ¶ 12. The amount of the maximum settlement
17 amount remaining after deducting the Claims Administration Award, the Enhancement
18 Award, and the Class Counsel Award (“Net Settlement Amount”) will be paid to the
19 Class Members who participate in the settlement (i.e., file a claim) based on the
20 formula established in Paragraph 10(d) of the Settlement. *Id.* at ¶¶ 10(c)-(d), (i).
21 Settlement Awards for each Class Member will be allocated from the Net Settlement
22 Amount and paid as follows: one-quarter (1/4) will be allocated to alleged unpaid
23 wages for which IRS Forms W-2 will issue and three-quarters (3/4) will be allocated to
24 alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. *Id.* at
25 ¶¶ 10(e). Each Class Member who receives a Settlement Award shall pay his/her
26 share of payroll taxes from the one-quarter (1/4) of the Settlement Award allocated to

27 _____
28 ² The Net Settlement Amount (defined herein) is subject to change and may increase depending on the
actual costs awarded to Class Counsel and to the Claims Administrator.

1 alleged unpaid wages. *Id.* Accordingly, each Settlement Award will be reduced by
2 applicable payroll tax withholdings and deductions. *Id.* Defendant shall pay the normal
3 employer's portion of payroll taxes separately, as calculated by the Claims
4 Administrator. *Id.* Any unclaimed or undistributed amounts from the Settlement Awards
5 shall revert back to Defendant.

6 The Settlement represents a significant recovery on behalf of the Class given
7 the risks associated with this case. See Exhibit I at ¶ 7. Plaintiff alleged that she and
8 fellow employees frequently worked over eight (8) hours in a workday and on many
9 occasions. See Complaint at ¶ 19. Plaintiff alleged that this resulted in her having
10 worked over eight hours in a 24-hour period that were not paid at one and one-half
11 times the regular rate of pay for the overtime hours worked. *Id.* at ¶ 23. Defendants
12 dispute and deny Plaintiff's claims, assert that they properly paid Plaintiff and class
13 members' daily overtime, and expressly deny that they acted willfully or maintained any
14 policy to deny employees' daily overtime. The Settlement represents a compromise,
15 but is not intended to, nor should it, be construed as an admission of liability as to the
16 merits of Plaintiff's claims or whether class certification is maintainable. See Settlement
17 at ¶¶ 4, 25. Defendants expressly deny liability on the merits and deny that class
18 certification is appropriate or would be maintained. Nevertheless, because the
19 Settlement provides for a per-hours-worked payout, each participating class member
20 will be entitled to a proportionate share of the Settlement based on their hours worked.
21 *Id.* at ¶ 10(d). In sum, the recovery of up to \$113,333.33 for all class members
22 represents a significant recovery given the Parties' positions and uncertain legal
23 requirements at issue and with regard to class certification. See Exhibit I at ¶ 7.

24 **B. The Release.**

25 Defendants deny liability under any of Plaintiff's claims. See Settlement at ¶¶ 4,
26 25. The Settlement provides that, in consideration for the Settlement, Settlement Class
27 Members³ who do not file valid requests for exclusion will release all wage and hour

28 ³ "Settlement Class" means the following class or classes: all hourly paid non-overtime exempt persons

1 claims relating or arising out of the facts of Plaintiff's complaint against Defendant
2 pursuant to the terms of the Settlement.⁴ *Id.* at ¶¶ 16,18.

3 **C. The Settlement Mechanism.**

4 The Settlement is a claims-made settlement. The Parties have agreed to use a
5 third-party Claims Administrator to administer the claims process. *Id.* at 10(d). The
6 Settlement provides for the Claims Administrator to send out notice explaining the
7 terms and conditions of the Settlement to the approximately 196 employees and former
8 employees of Defendant. (A copy of the Notice to be approved by the Court and sent to
9 putative class members is attached as Exhibit A to the Settlement Agreement.)
10 Following mailing of the Notice, putative class members then have thirty (30) days to
11 complete and submit a Claim Form or request to be excluded from the Settlement or
12 object to the Settlement. See Settlement at ¶ 14(a). (A copy of the Claim Form to be
13 approved by the Court and sent to class members is attached as Exhibit B to the
14 Settlement Agreement.)

15 The Settlement further provides that following the notice period the Court will
16 hold a final "fairness" hearing to provide final review and approval of the Settlement. *Id.*
17 at ¶ 19. (Attached as Exhibit C to the Settlement Agreement is a proposed Order
18 granting preliminary approval of the Settlement. Attached as Exhibit D to the
19 Settlement is a proposed Order granting final approval of the Settlement.) The Notice
20 advises putative class members about the fairness hearing and their opportunity to
21 attend the hearing and make their views known. *Id.* at ¶ 1(q). At the final fairness
22 hearing, the parties will address any issues raised by putative class members or the
23 notice process itself, and the Court will have a second opportunity to review the
24 Settlement in full.

25
26 employed by Defendants in the state of Nevada who earned less than 1 ½ times the applicable minimum
27 wage and who worked over eight (8) hours in a twenty-four (24) hour period and were not paid overtime
28 properly in accordance with Nevada law at any time from December 29, 2019 until the date the Court
grants preliminary approval.

⁴ "Released Claims" has the meaning ascribed to it in ¶ 1(v) of the Settlement.

1 **III. THE LEGAL FRAMEWORK WEIGHS IN FAVOR OF GRANTING**
2 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

3 NRCPP 23(f) provides that settlement of the claims of a certified class is subject
4 to court approval.⁵ In general, settlement of class actions is favored as a matter of
5 “strong judicial policy.” *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 658 (E.D. Cal. 2008)
6 (citing *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)).

7 Procedurally, the reviewing court’s evaluation is conducted in two stages.
8 *Alberto*, 252 F.R.D. at 658. At the first stage the court conditionally certifies a class for
9 settlement purposes, preliminarily approves the settlement pending the “fairness
10 hearing,” and authorizes notice of the proposed class settlement to be given to the
11 class. *Id.* (citations omitted); see also *Manual for Complex Litigation (Fourth)* § 21.632
12 (2004) (“Manual for Complex Litigation”) (summarizing “preliminary fairness review”).
13 Stage two is the fairness hearing, set for a time after notice has been provided to the
14 class and class members have had an opportunity to submit claims or objections to the
15 proposed settlement or to opt out of it, where the court reaches a final determination
16 about whether the proposed settlement should be approved as a fair, adequate, and
17 reasonable resolution of the dispute. *Id.* at 659 (citations omitted).

18 Because this is the first stage of the Court’s evaluation of the Settlement,
19 Plaintiff submits that (A) the Class should be conditionally certified, (B) the Settlement
20 should be preliminary deemed fair, reasonable, and adequate, and (C) notice should
21 be sent out as set forth in the Settlement.

22 **A. The Settlement Class Should Be Certified.**

23 To facilitate the proposed settlement, Plaintiff respectfully requests that the
24 Court conditionally certify the following settlement class pursuant to NRCPP 23: all
25 hourly-paid, non-exempt persons employed by Defendant in the state of Nevada who

26 _____

27 ⁵ Nevada’s rules of civil procedure track, for the most part, their federal counterpart. Therefore, given the
28 lack of state law authority relating to class action settlement mechanisms, federal authority should be
 consulted and followed.

1 earned less than 1 ½ times the applicable minimum wage and who worked over eight
2 (8) hours in a workday at any time from December 29, 2019, until the date the Court
3 grants preliminary approval (the “Settlement Class”). Settlement at ¶ 1(f) and (aa). The
4 Parties agree that, for purposes of settlement only, the criteria for certifying the Class
5 under NRCP 23(a) and NRCP 23(c)(3) may be satisfied in this case, and the proposed
6 Settlement Class should be conditionally certified for purposes of settlement.

7 **1. All four criteria of NRCP 23(a) are met.**

8 ***NRCP 23(a)(1): The class is so numerous that joinder of all members is***
9 ***impracticable.*** “As a general rule, classes numbering greater than forty individuals
10 satisfy the numerosity requirement.” *Quintero v. Mulberry Thai Silks, Inc.*, No. 08-2294,
11 28 I.E.R. Cas. (BNA) 607, 2008 U.S. Dist. LEXIS 84976, at *7 (N.D. Cal. Oct. 22, 2008)
12 (citation omitted). Here, the number of current and former employees of Defendant who
13 could comprise the Settlement Class consists of approximately 196 individuals. Plaintiff
14 submits that the numerosity criterion is satisfied. For purposes of approving this
15 Settlement only, Defendants do not oppose Plaintiff’s assertion that sufficient
16 numerosity exists.

17 ***NRCP 23(a)(2): There are questions of law or fact common to the Class.***

18 The commonality requirement is construed liberally. *Alberto v. GMRI, Inc.*, 252
19 F.R.D. at 660 (citation omitted); *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011,
20 1019 (9th Cir. 1998) (Rule 23(a)(2) construed “permissively”). The class members’
21 claims must share some substantial issues of law or fact, but need not be identical.
22 *Quintero*, 2008 U.S. Dist. LEXIS 84976, at *8. Either “shared legal issues with
23 divergent factual predicates” or “a common core of salient facts coupled with disparate
24 legal remedies within the class” satisfies this criterion. *Hanlon*, 150 F.3d at 1019.

25 Here, the Class Members consist of the Settlement Class. Under Nevada law,
26 all non-exempt employees are entitled to be compensated for all overtime for all hours
27 worked over eight (8) hours in a workday, provided that they make less than 1 ½ times
28 the minimum wage rate. See NRS § 608.018. Further, all non-exempt employees who

1 leave their employment are also entitled to be paid all their wages due and owing at the
2 time their employment ends. See NRS §§ 608.020-.050; *D'Amore v. Caesars Enter.*
3 *Servs., LLC*, No. 218CV1990JCMVCF, 2019 WL 8128166, at *7 (D. Nev. Dec. 16,
4 2019). Thus, Plaintiff asserts that Plaintiff and Class Members assert common factual
5 and legal questions, which include, whether Class Members were compensated for all
6 hours they worked at the appropriate legal rate pursuant to Nevada law, whether Class
7 Members who are former employees were paid all their wages due and owing at the
8 time of their termination, and whether any wage penalties under NRS §§ 608.040
9 and/or 608.050 are payable and, if so, how they should be calculated. See, e.g., *In re*
10 *Wells Fargo Home Mortgage Overtime Pay Litig.*, 527 F. Supp.2d 1053, 1062-63 (N.D.
11 Cal. 2007); *Wang v. Chinese Daily News, Inc.*, 231 F.R.D. 602,607 (C.D. Cal. 2005).
12 Based on these common issues, Plaintiff submits that this criterion is met. For
13 purposes of approving this Settlement only, Defendants do not oppose Plaintiff's
14 assertion that sufficient commonality exists.

15 ***NRCP 23(a)(3): The claims or defenses of the representative parties are***
16 ***typical of the claims or defenses of the class.*** Like commonality, the typicality
17 standard is applied “permissive[ly].” See *Staton*, 327 F.3d at 957 (quoting *Hanlon*, 150
18 F.3d at 1020). It is satisfied if the representatives’ claims are “‘reasonably coextensive
19 with those of absent class members; they need not be substantially identical.’” *Id.* Here,
20 named Plaintiff is a former employee who worked as a non-exempt, hourly paid
21 employee making a wage less than one and a half times the minimum wage. See
22 Complaint at ¶¶ 16-18. She further alleges Defendants did not pay her and similarly
23 situated employees one and one-half times her hourly rate of pay for hours worked
24 over eight (8) in a 24-hour period. *Id.* at ¶¶ 19-25. Defendants expressly deny Plaintiff's
25 allegations. Plaintiff asserts the same wage and hour violations as all other members of
26 the class. *Id.* at ¶¶ 26-30. Thus, Plaintiff submits that her claims are typical to those of
27 the Class. For purposes of approving this Settlement only, Defendants do not oppose
28 Plaintiff's assertion that sufficient typicality exists.

1 **NRCP 23(a)(4): The representative parties will fairly and adequately protect**
2 **the interests of the class.** Courts have interpreted this requirement as posing two
3 questions: (1) whether either the named plaintiff or his counsel has any conflicts of
4 interest with other class members, and (2) whether the named plaintiff and his counsel
5 will vigorously prosecute the action on behalf of the class. See *id.* (citing *Hanlon* and
6 other cases). Here, neither the named Plaintiff nor her counsel have interests
7 antagonistic to those of other Class Members. The named Plaintiff shares with absent
8 Class Members an interest in recovering compensation that Defendant allegedly
9 denied them. In addition, Plaintiff’s counsel has extensive experience in wage and hour
10 class actions, as well as class action litigation more generally, and the proposed
11 settlement was reached only after arm’s-length direct settlement discussions. See
12 Exhibit I at ¶¶ 3, 7; see also a true and correct copy of the Declaration of Christian
13 Gabroy, Esq. attached hereto as Exhibit II at ¶¶ 5, 7. Thus, Plaintiff submits that the
14 named Plaintiff and Plaintiff’s counsel are adequate representatives of the Class. For
15 purposes of approving this Settlement only, Defendants do not oppose such assertion.

16 **2. The criteria of NRCP 23(c) are met.**

17 To certify a class under NRCP 23(c)(3), a court must find that common
18 questions of fact or law predominate over questions affecting only individual members
19 of the proposed class, and that a class action is the superior method for fairly and
20 efficiently adjudicating the controversy. NRCP 23(c)(3). Plaintiff submits that both
21 criteria are met here. For purposes of approving this Settlement only, Defendants do
22 not oppose such assertion.

23 **The predominance requirement is met.** The predominance inquiry “focuses
24 on the relationship between the common and individual issues. When common
25 questions present a significant aspect of the case and they can be resolved for all
26 members of the class in a single adjudication, there is clear justification for handling the
27 dispute on a representative rather than on an individual basis.” *Local Joint Executive*
28 *Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1162

1 (9th Cir), *cert. denied*, 534 U.S. 973,122 S. Ct. 395 (2001) (“Local Joint Executive Bd.”)
2 (quoting *Hanlon*, 150 F.3d at 1022).

3 Plaintiff argues that common issues of law and fact predominate, and
4 Defendants do not oppose this argument for purposes of settlement approval only.

5 ***The superiority requirement is met.*** Determining whether a class action is the
6 superior method of adjudicating a controversy involves “comparing alternative
7 mechanisms of dispute resolution” as applied to the facts and claims. *Wang v. Chinese*
8 *Daily News, Inc.*, 231 F.R.D. at 614. Plaintiff alleges that the situation here is
9 comparable to that of the Las Vegas Sands’ former casino employees who sought
10 damages for failure to provide a statutorily required 60-day notice before closure:

11 This case involves multiple claims, some for relatively small
12 individual sums. Counsel for the would-be class estimated
13 that, under the most optimistic scenario, each class
14 members would recover about \$1,330. If plaintiffs cannot
15 proceed as a class, some - perhaps most - will be unable to
16 proceed as individuals because of the disparity between
17 their litigation costs and what they hope to achieve.

18 *Local Joint Executive Bd.*, 244 F.3d at 1163 (“Class actions ... may permit the plaintiffs
19 to pool claims which would be uneconomical to litigate individually.”) (*citing Phillips*
20 *Petroleum Co. v. Shutts*, 472 U.S. 797, 809, (1985)). In such a situation, the superiority
21 requirement is “easily satisfied.” *Id.* Plaintiff avers that the same holds true here.
22 Defendants do not oppose such a finding for purposes of settlement approval only.

23 **B. The Proposed Settlement Is Fair, Reasonable, and Adequate.**

24 The *Manual for Complex Litigation* § 21.62 identifies several factors that courts
25 may weigh in determining whether a settlement is fair, reasonable, and adequate (Fed.
26 R. Civ. P. 23(e)(2)), summarizing the inquiry as follows: Fairness calls for a
27 comparative analysis of the treatment of class members vis-a-vis each other and vis-a-
28 vis similar individuals with similar claims who are not in the class. Reasonableness
depends on an analysis of the class allegations and claims and the responsiveness of
the settlement to those claims. Adequacy of the settlement involves a comparison of

1 the relief granted relative to what class members might have obtained without using the
2 class action process. *Id.*, § 21.62 at 315.

3 At the preliminary approval stage, courts do not make a final determination of
4 fairness, reasonableness, and adequacy. Instead, the key question at this point is only
5 whether the settlement is “potentially fair, as the Court will make a final determination
6 of [the settlement’s] adequacy at the hearing on Final Approval, after such time as any
7 party has had a chance to object and/or opt out.” *Acosta v. Equifax Info. Servs. LLC*,
8 243 F.R.D. 377,386 (C.D. Cal. 2007). Thus, the inquiry should focus on whether the
9 proposed settlement falls within the “range of possible approval” and appears to be
10 sufficiently fair, reasonable, and adequate to warrant distributing notice to class
11 members informing them about the proposed settlement and their options for
12 responding and participating. *Molski v. Gleich*, 318 F.3d 937,944 (9th Cir. 2003); see
13 also *Manual for Complex Litigation* § 21.632. “Once the judge is satisfied as to the ...
14 results of the initial inquiry into the [1] fairness, [2] reasonableness and [3] adequacy of
15 the settlement,” the court should direct notice to issue and schedule a final approval
16 hearing. *Id.*, § 21.633 at 321. Plaintiff avers that all three are preliminarily met as
17 follows:

18 **1. The Settlement Is Fair.**

19 **Fairness of distribution among class members.** The proposed settlement is
20 fair in that Class Members’ benefits are determined by the number of hours they
21 worked during the class period. See Settlement at ¶ 10(d). Furthermore, the proposed
22 settlement would release only participating Class Members’ wage and hour claims, not
23 all potential employment claims, in exchange for the financial benefits they receive. *Id.*
24 at ¶ 18.

25 **Fairness of proposed attorneys’ fees.** The allocation of total settlement funds
26 between Class Members and the attorneys is also fair, in that the settlement
27 agreement provides for Plaintiff’s counsel to seek no more than one-third of the
28 maximum settlement amount in fees. The requested fees are fair compensation for

1 undertaking complex, risky, expensive, and time-consuming litigation solely on a
2 contingency basis. Further, the requests are in line with other attorneys' fees awards
3 for wage and hour class actions, particularly where a significant portion of the class
4 members will be receiving substantial claim payment amounts of several hundred
5 dollars. Indeed, courts have recognized that an appropriate method for awarding
6 attorneys' fees in class action is to award a percentage of the "common fund" created
7 as a result of the settlement. *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th
8 Cir. 1977). The purpose of the common fund/percentage approach is to "spread
9 litigation costs proportionally among all the beneficiaries so that the active beneficiary
10 does not bear the entire burden alone." *Id.*

11 Moreover, several courts have expressed frustration with the alternative
12 "lodestar" approach for deciding fee awards, which usually involves wading through
13 voluminous and often indecipherable time records. Commenting on the loadstar
14 approach, Chief Judge Marilyn Hall Patel wrote in *In re Activision Securities Litigation*,
15 723 F.Supp. 1373, 1375 (N.D. Cal. 1989):

16 This court is compelled to ask, "Is this process necessary?"
17 Under a cost-benefit analysis, the answer would be a
18 resounding, "No!" Not only does the *Lindy Kerr-Johnson*
19 analysis consume an undue amount of court time with little
20 resulting advantage to anyone, but in fact, it may be in the
21 detriment of the class members. They are forced to wait until
22 the court has done a thorough, conscientious analysis of the
23 attorneys' fees petition. Or, class members may suffer a
24 further diminution of their fund when a special master is
25 retained and paid from the fund. Most important, however, is
26 the effect the process has on the litigation and the timing of
27 settlement. Where attorneys must depend on a lodestar
28 approach, there is little incentive to arrive at an early
settlement.

Indeed, the percentage approach is preferable to the lodestar because: (1) it
aligns the interests of class counsel and absent class members; (2) it encourages
efficient resolution of the litigation by providing an incentive for early, yet reasonable,
settlement; and (3) it reduces the demands on judicial resources. *In re Activision
Securities Litigation*, 723 F. Supp. at 1378-79. Courts now routinely use the percentage

1 of the common fund approach to determine the award of attorneys' fees. (See, e.g., *In*
2 *re Pacific Enterprises Securities Litigation*, 47 F.3d 373, 378-79 (9th Cir. 1994)
3 (approving request for attorneys' fees of thirty-three and one-third percent of the total
4 settlement fund).

5 Class counsels' application for one-third of the Settlement Funds is within the
6 range of reasonableness. Historically, courts have awarded percentage fees in the
7 range of 20% to 50% of the common fund, depending on the circumstances of the
8 case. *Newberg on Class Action* § 14:6 (4th ed. 2008); see also *In re Activision*
9 *Securities Litigation*, 723 F.Supp. 1373, 1378 (N.D. Cal. 1989). According to *Newberg*:
10 "No general rule can be articulated on what is a reasonable percentage of a common
11 fund. Usually, 50% of the fund is the upper limit on a reasonable fee award from a
12 common fund in order to assure that the fees do not consume a disproportionate part
13 of the recovery obtained for the class, although somewhat larger percentages are not
14 unprecedented." *Newberg*, § 14:6. Accordingly, the attorneys' fees sought in this case
15 are fair and reasonable.

16 **Fairness of proposed "enhancement" award for the named Plaintiff.** The
17 principle of fairness is also well served by the \$15,000.00 enhancement payment
18 proposed for the named Plaintiff. Plaintiff provided invaluable assistance to Plaintiff's
19 counsel in explaining Defendant's alleged compensation policies and procedures and
20 in providing information to assist in the settlement negotiations. Further, Plaintiff
21 incurred significant personal risk in bringing this lawsuit on behalf of the other persons
22 in the class. See, e.g., *Koehl v. Verio*, 142 Cal. App. 4th 1313, 1328 (2006) (in wage
23 and hour action where defendant prevailed at trial, named plaintiffs were held liable,
24 jointly and severally, for defendant's attorneys' fees). She could have been held liable
25 for Defendant's costs if she were ultimately unsuccessful in resolving the case, and her
26 potential employment opportunities could (and can still be) impacted because of her
27 public participation in this lawsuit. Such service payments are recognized as serving an
28 important function in promoting class action settlements. In *League of Martin v. City of*

1 *Milwaukee*, 588 F. Supp. 1004 (E.D. Wis. 1984), the court held that the proposed
2 settlement properly granted the named plaintiff additional relief, explaining that it is “not
3 uncommon for class ... members to receive special treatment in settlement” when they
4 have been instrumental in prosecuting the lawsuit. *Id.* at 1024. Accordingly, the
5 enhancement is fair.

6 **2. The Settlement Is Reasonable.**

7 At \$230,000.00 overall, the proposed Settlement is reasonable. This is not a
8 settlement where the aggregate figure is large simply because the size of the class is in
9 the tens or hundreds of thousands. Instead, here the class size is relatively small in
10 comparison, but Class Members are eligible for financial benefit. These considerations
11 indicate that the proposed Settlement falls within the range of reasonableness,
12 warranting preliminary approval.

13 This conclusion is reinforced by considering such factors as the risk that a class
14 might not be certified or might be significantly smaller than proposed, the uncertainty
15 surrounding various unsettled legal issues, and the time, expense, and complexity of
16 the litigation, including the possibility of appellate proceedings. Counsel for Plaintiff and
17 Defendants are in agreement the \$230,000.00 settlement represents a reasonable
18 recovery based on the alleged violations. See Exhibit I at ¶ 7.

19 Furthermore, while Class Counsel believe that Plaintiff’s claims are meritorious,
20 Defendants have raised significant legal challenges on a number of issues affecting the
21 ultimate recovery by Plaintiff and the Settlement Class, if any recovery is ultimately
22 awarded at trial. Class Counsel are experienced class action litigators, and they
23 understand that the outcome of class certification, trial, and any attendant appeals
24 were inherently uncertain, as well as likely to consume many more months, even years.
25 See Exhibit II at ¶ 14. Having reviewed relevant compensation data and employment
26 information, counsel for the Parties—all experienced class action litigators well versed
27 in wage and hour law—arrived at a reasonable resolution through a protracted and
28

1 arms'-length direct negotiation process, which continued into all details of the
2 settlement agreement and ancillary documents. See Exhibit II at ¶¶ 5-7.

3 Another factor considered in approving a settlement is the complexity, expense,
4 and likely duration of the litigation. *Offices for Justice*, 688 F.2d at 625. The Court must
5 weigh the benefits of the proposed settlement against the expense and delay involved
6 in achieving an equivalent or more favorable result at trial. See, e.g., *Young v. Katz*,
7 447 F.2d 431,433-34 (5th Cir. 1971). The policy that favors settlement of class actions
8 and other complex cases applies with particular force here. Employment cases, and
9 specifically wage and hour cases, are expensive and time-consuming. That this is a
10 class action further amplifies the economies of time, effort, and expense achieved by
11 the Settlement. Inevitably, the certification process alone would add time and expense
12 to the litigation process. The Settlement, on the other hand, provides class members
13 substantial, prompt, and efficient relief. The Settlement in this case is therefore
14 consistent with the “overriding public interest in settling and quieting litigation” that is
15 “particularly true in class action suits.” See *Van Bronkhorst v. Safeco Corp.*, 529 F.2d
16 943, 950 (9th Cir. 1976) (footnote omitted); see also *4 Newberg on Class Actions* §
17 11.41 (citing cases).

18 In sum, the resulting Settlement is, in light of all applicable factors, reasonable,
19 and warrants notification of its terms to members of the potential class for their
20 consideration and response.

21 **3. The Settlement Is Adequate.**

22 As previously mentioned, in a somewhat similar class action the court aptly
23 observed that it would have been irrational for most, and probably all, class members
24 to pursue their claims on an individual basis “because of the disparity between their
25 litigation costs and what they hope to recover.” *Local Joint Executive Bd.*, 244 F.3d at
26 1163.

27 The recovery provided through the Settlement is reasonable, especially as its
28 adequacy must be judged as “a yielding of absolutes and an abandoning of highest

1 hopes.... Naturally, the agreement reached normally embodies a compromise; in
2 exchange for the saving of cost and elimination of risk, the parties each give up
3 something they might have won had they proceeded with litigation.... ” *Officers for*
4 *Justice*, 688 F.2d at 634 (citation omitted). Accordingly, the Settlement is not to be
5 judged against a speculative measure of what might have been achieved. *Linney v.*
6 *Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998). An additional
7 consideration is that the Settlement provides for payment to the class now, rather than
8 a payment many years down the road, if ever. See *City of Detroit v. Grinnell Corp.*, 495
9 F .2d 448, 463 (2d Cir. 1974).

10 Thus, considering the present value of the settlement sum, the probability of
11 lengthy litigation in the absence of a settlement, and the risks that the class might not
12 have prevailed at trial, it is no exaggeration to predict that without using the class action
13 process, the relief that members of the class were likely to achieve ranged from
14 negligible to zero. Consequently, the \$230,000.00 settlement satisfies the criterion of
15 adequacy. See *Manual for Complex Litigation* § 21.62 (“Adequacy of the settlement
16 involves a comparison of the relief granted relative to what class members might have
17 obtained without using the class action process.”).

18 **C. The Notice Adequately Informs Class Members Of The Settlement.**

19 The Notice explains the process; how to request to be excluded or object; and
20 the consequences of the action the Class Member takes (submitting a claim, doing
21 nothing, opting out, or objecting), in terms of both financial benefit and release of state
22 claims. See Exhibit A to the Settlement, generally. The Notice advises class members
23 about the final approval hearing, their rights with respect to that hearing, and how to get
24 more information. *Id.* The 30-day time frame to claim, opt out, or object is reasonable,
25 allowing class members to digest the information in the notice and obtain answers to
26 questions before deciding on the action they want to take. *Id.* Accordingly, in addition to
27 approving the Settlement agreement as a whole, the Parties respectfully ask that the
28

1 Court approve the Notice and other ancillary forms in substantially the format
2 presented with the Settlement.

3 **IV. CONCLUSION.**

4 Based on the information and reasons provided above, Plaintiff respectfully
5 requests that the Court enter the proposed order granting preliminary approval of the
6 class action settlement that is attached to the Settlement as Exhibit C.

7 Date: November 8, 2023

GABROY | MESSER

8 /s/ Christian Gabroy

9 Christian Gabroy, Esq.
Kaine Messer, Esq.

10 Mark R. Thierman, Esq.
11 Joshua D. Buck, Esq.
12 Leah L. Jones, Esq.
13 Joshua R. Hendrickson, Esq.
THIERMAN BUCK LLP

Counsel for Plaintiff

14 Date: November 8, 2023

SUTTON | HAGUE

15 /s/ Jared Hague

16 Jared Hague, Esq.

17 *Counsel for Defendant H & H Management LLC*

18 Date: November 8, 2023

LAXALT LAW GROUP, LTD.

19 /s/ Steve E. Guinn

20 Steve E. Guinn, Esq.

21 *Counsel for Defendant DED Ops NV LLC d/b/a and*
22 *a/k/a Wallflower also d/b/a and a/k/a Wallflower*
23 *Cannabis House*

EXHIBIT I

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17 *Attorneys for Plaintiff*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

18 MARIAH MARTIN, on behalf of herself
19 and all others similarly situated,

20 Plaintiff,

21 vs.

22 DED OPS NV LLC d/b/a and a/k/a
23 WALLFLOWER also d/b/a and a/k/a
24 WALLFLOWER CANNABIS HOUSE; H
& H MANAGEMENT LLC; DOES 1
25 through 50; inclusive,

26 Defendants.

Case No.: A-22-863216-C
Dept. No.: 1

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

27 This Joint Stipulation of Settlement and Release (“Settlement”) is made and
28 entered into by and between plaintiff Mariah Martin (“Plaintiff”) on behalf of herself and

1 all others similarly situated, and DED Ops NV LLC d/b/a and a/k/a Wallflower also d/b/a
2 and a/k/a Wallflower Cannabis House and H & H Management LLC, (together
3 “Defendants”). Plaintiff and Defendants are collectively referred to herein as the
4 “Parties.”

5 THE PARTIES STIPULATE AND AGREE as follows:

6 1. The following terms shall have the meanings ascribed to them below:

7 a. “Action” means the lawsuit captioned as *Mariah Martin v. DED Ops*
8 *NV LLC et al.*, filed in the Eighth Judicial District Court of Nevada, Clark County, Case
9 No. A-22-863216-C and all other lawsuits, previously filed, alleging the same or
10 substantially the same facts and theories identified in the “Released Claims” (defined
11 below).

12 b. “Claims Administration Award” shall have the meaning ascribed to
13 it in Paragraph 11 below.

14 c. “Claims Administrator” means Phoenix Class Action Administration
15 Solutions, or such other claims administrator as may be mutually agreeable to the
16 Parties.

17 d. “Class Counsel” means Christian Gabroy, Esq., and Kaine Messer,
18 Esq., of Gabroy | Messer of Henderson, Nevada and Mark Thierman, Esq., Joshua
19 Buck, Esq., Leah Jones, Esq., and Joshua R. Hendrickson, Esq., of Thierman Buck
20 LLP of Reno, Nevada.

21 e. “Class Counsel Award” shall have the meaning ascribed to it in
22 Paragraph 12 below.

23 f. “Class Members” means those individuals that are within the
24 “Settlement Class” (defined below), each of whom is a “Class Member.”

25 g. “Class Period” means December 29, 2019 until the date of
26 preliminary approval.

27 h. “Class Representative” means Plaintiff Mariah Martin.
28

1 i. "Court" means the Eighth Judicial District Court of Nevada, Clark
2 County.

3 j. Court's "Preliminary Approval Order" means the preliminary order
4 approving the Settlement, as more fully described in Paragraph 19 below, and in
5 substantially the form attached hereto as Exhibit C, and as approved by the Court.

6 k. Court's "Final Approval Order" means the Final Order Approving
7 Class Action Settlement and Judgment, as more fully described in Paragraph 21 below
8 in substantially the form attached hereto as Exhibit D, and as approved by the Court.

9 l. "Defendants" means DED Ops NV LLC d/b/a and a/k/a Wallflower
10 also d/b/a and a/k/a Wallflower Cannabis House and H & H Management LLC.

11 m. "Effective Date" shall have the meaning ascribed to it in Paragraph
12 10(b) below.

13 n. "Enhancement Award" means, subject to approval by the Court, a
14 maximum payment of \$15,000.00 to the Class Representative from the Maximum
15 Settlement Amount, which is in addition to the Class Representative's individual
16 Settlement Award pursuant to this Settlement.

17 o. "Maximum Settlement Amount" shall be as defined in Paragraph
18 10(c) below.

19 p. "Net Settlement Amount" shall be as defined in Paragraph 10(c)
20 below.

21 q. "Notice" means the Notice of Class Action Settlement in
22 substantially the form attached hereto as Exhibit A, and as approved by the Court.

23 r. "Objection Deadline" means the date that is thirty (30) calendar
24 days following date of the initial mailing of the Notice by the Claims Administrator to
25 Class Members.

26 s. "Participating Class Members" means the Class Members who
27 submit timely and valid Claim Forms, pursuant to paragraph 15, in order to receive a
28 Settlement Award.

1 t. "Parties" means collectively the Plaintiff and Defendants, each of
2 whom is a "Party."

3 u. "Plaintiff" means plaintiff Mariah Martin, on behalf of herself and all
4 others similarly situated.

5 v. "Released Claims" means the claims to be released by the
6 Settlement Class as fully set forth in Paragraph 18 of this Agreement.

7 w. "Released Parties" collectively means: (i) Defendants (ii)
8 Defendants' respective past, present and future parents, subsidiaries, joint ventures,
9 divisions, and affiliates; (iii) the past, present and future shareholders, directors,
10 owners, officers, members, managers, agents, employees, attorneys, agents,
11 accountants, investigators, partners, administrators, assigns, insurers, predecessors,
12 successors, licensors, licensees, subsidiaries, and assigns of any of the foregoing; and
13 (iv) any individual or entity which could be jointly liable with any of the foregoing.

14 x. "Settlement" or "Stipulation of Settlement" or "Agreement" means
15 this Joint Stipulation of Settlement and Release between Plaintiff and Defendants.

16 y. "Settlement Account" shall be as defined in Paragraph 10(h)
17 below.

18 z. "Settlement Awards" means Settlement amounts paid by
19 Defendant H & H Management LLC (on behalf of the Released Parties) to eligible
20 Class Members who return a valid claim consistent with Paragraph 15 according to a
21 specified formula submitted as further described herein.

22 aa. "Settlement Class" means all hourly paid non-overtime exempt
23 persons employed by Defendants in the state of Nevada who earned less than 1 ½
24 times the applicable minimum wage and who worked over eight (8) hours in a twenty-
25 four (24) hour period and were not paid overtime properly in accordance with Nevada
26 law at any time from December 29, 2019 until the date the Court grants preliminary
27 approval.
28

1 2. Plaintiff filed a complaint against Defendants in the Eighth Judicial District
2 Court for the State of Nevada in and for the County of Clark on December 29, 2022
3 (the "Complaint"). Plaintiff alleges various causes of action for unpaid wages on behalf
4 of herself and all similarly situated individuals under the Nevada Revised Statutes.
5 Specifically, Plaintiff alleges that Defendants failed to: (1) pay all overtime in violation of
6 NRS §§ 608.140 and 608.018 and (2) timely pay all wages due and owing in violation
7 of NRS §§ 608.140 and 608.020-050. Plaintiff also seeks injunctive relief.

8 Following the filing of the Complaint, the Parties met and conferred and agreed it
9 would serve their mutual interests and the interest of judicial economy to commence
10 settlement negotiations before engaging in costly, protracted litigation. The Parties
11 engaged in extensive, months-long settlement negotiations which included the
12 disclosure of voluminous and detailed class-wide data. The parties also attended a
13 mediation session presided over by Hon. Gene T. Porter (Ret.). Following these
14 extensive discussions, the Parties reached the proposed class action settlement
15 through arm's-length negotiations and with the assistance of the mediator.

16 3. The Parties now enter into this Stipulation of Settlement for preliminary
17 and final Court approval of the Settlement. Solely for the purpose of settling this case,
18 the Parties stipulate and agree to the certification of the Settlement Class. The Parties
19 agree that, if for any reason the Settlement is not preliminarily and finally approved, the
20 certification of the Settlement Class will be of no force or effect, does not constitute an
21 admission by Defendants that class certification is proper, and will not be deemed
22 admissible in this or any other proceeding, and that the Parties will litigate the issue of
23 class certification.

24 4. This Settlement is not an admission of any liability or wrongdoing by
25 Defendants or any Released Party. Defendants, on their own behalf and on behalf of
26 the Released Parties, specifically deny any liability or wrongdoing of any kind
27 whatsoever for the claims alleged in the Action, and further deny that, for any purpose
28 other than settling the Action, the Action is appropriate for class or representative

1 treatment. With respect to Plaintiff's claims, Defendants contend, among other things,
2 that they have complied with all applicable state, federal, and local laws affecting
3 Plaintiff and the other Class Members regarding wages, overtime, and any associated
4 penalties.

5 5. It is the desire of the Parties to fully, finally, and forever settle,
6 compromise, and discharge all Released Claims. To achieve a full and complete
7 release of all Released Claims, each Class Member acknowledges that this Stipulation
8 of Settlement is intended to include in its effect all claims reasonably arising out of the
9 allegations made in the Action and all Released Claims against Defendants as of the
10 date of the Court's Final Approval Order.

11 6. It is the intention of the Parties that this Stipulation of Settlement shall
12 constitute a full, final, and complete settlement and release of all Released Parties with
13 respect to all Released Claims.

14 7. Class Counsel have conducted a thorough investigation into the facts of
15 the Action, including an extensive review of relevant documents and data, and have
16 diligently pursued an investigation of Class Members' claims against Defendants and
17 the other Released Parties. Based on their independent investigation and evaluation,
18 Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate
19 and is in the best interest of the Settlement Class in light of all known facts and
20 circumstances, including the risk of significant delay, the potential that class
21 certification may not be granted, the defenses asserted by Defendants, and numerous
22 potential appellate issues. For purposes of facilitating this Settlement only, Defendants
23 and Defendants' counsel also agree that the Settlement is fair and in the best interest
24 of the Settlement Class.

25 8. The Parties agree to cooperate and take all steps necessary and
26 appropriate to consummate this Settlement after all Settlement sums have been paid
27 out in accordance with this Stipulation of Settlement.
28

1 9. This Stipulation of Settlement provides for a claims process requiring
2 Defendant H & H Management LLC on behalf of the Released Parties to pay
3 Settlement Awards according to a specified formula, as defined below. Settlement
4 Awards will be allocated from the “Net Settlement Amount” (defined below in
5 Paragraph 10(c)). Defendant H & H Management LLC’s aggregate maximum total
6 payment under the Settlement, inclusive of all amounts for all claims, Class Counsel’s
7 attorneys’ fees and costs, the Enhancement Award, claims administration costs, and
8 any and all other payments provided by this Settlement (with the exception of the
9 normal employer’s portion of payroll taxes) will not exceed two hundred thirty thousand
10 dollars (\$230,000.00) as set forth in Paragraph 10(c) below (“Maximum Settlement
11 Amount”). It is further understood and agreed by the Parties that the following amounts
12 shall be paid from the Maximum Settlement Amount: (a) Settlement Awards for the
13 valid claims filed by the Participating Class Members; (b) the Enhancement Award
14 approved by the Court; (c) the Claims Administration Award for reasonable fees and
15 expenses of the Claims Administrator approved by the Court; and (d) the Class
16 Counsel Award for Class Counsel’s attorneys’ fees and costs approved by the Court. It
17 is further understood and agreed by the Parties that the normal employer’s portion of
18 payroll taxes, as applicable, shall be paid apart from the Net Settlement Amount, as
19 described below in Paragraph 10(e). By virtue of the Settlement and in connection with
20 the Action, Defendants and the Released Parties shall have no obligation to pay any
21 person or entity any amounts beyond the Maximum Settlement Amount, other than the
22 normal employer’s portion of payroll taxes, as described herein.

23 TERMS OF SETTLEMENT

24 10. NOW THEREFORE, in consideration of the mutual covenants, promises,
25 and agreements set forth herein, the Parties agree, subject to the Court’s approval, as
26 follows:

27 a. Settlement All-Inclusive: It is agreed, by and among Plaintiff and
28 Defendants, that the Action and all Released Claims, damages, or causes of action of

1 any kind arising out of the disputes that reasonably arise or could have arisen out of
2 the facts alleged in the Action, be settled and compromised as between the Settlement
3 Class (including Plaintiff) on the one hand and Defendants and the Released Parties
4 on the other hand, subject to the terms and conditions set forth in this Stipulation of
5 Settlement and the approval of the Court. This Settlement shall bind the Class
6 Members, Defendants, and their counsel, subject to the terms and conditions hereof
7 and the Court's approval.

8 b. Effective Date: The Settlement embodied in this Stipulation of
9 Settlement shall become effective when all of the following events have occurred
10 ("Effective Date"): (i) this Stipulation of Settlement has been executed by all Parties,
11 Class Counsel, and Defendants' Counsel; (ii) the Court has given preliminary approval
12 to the Settlement; (iii) the Notice has been mailed to the Settlement Class, providing
13 the Class Members with an opportunity to make a claim for a Settlement Award from of
14 the Net Settlement, to submit a form to opt out of the Settlement, or to object to the
15 Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's
16 Final Approval Order; and (v) in the event there are no written objections filed prior to
17 or at the formal fairness hearing, the 30-day period set forth in NRAP 4 has accrued; or
18 (vi) in the event there are written objections filed prior to the formal fairness hearing
19 that are not later withdrawn, the latest of the following events: (A) when the period for
20 filing any appeal, writ, or other appellate proceeding opposing the Settlement has
21 elapsed without any appeal, writ or other appellate proceeding having been filed; (B)
22 when any appeal, writ, or other appellate proceeding opposing the Settlement has
23 been dismissed finally and conclusively with no right to pursue further remedies or
24 relief; or (C) when any appeal, writ, or other appellate proceeding has upheld the
25 Court's Final Approval Order with no right to pursue further remedies or relief. It is
26 further agreed by the Parties that this Settlement shall not become effective if
27 Defendants, contrary to Paragraph 10(c) below, are required to pay to any person or
28 entity any amounts beyond the Maximum Settlement Amount. The occurrence of the

1 Effective Date is a prerequisite to any distribution of any funds to any person or entity
2 from the Settlement Account.

3 c. Maximum Settlement Amount and Net Settlement Amount: To
4 implement the terms of this Settlement, Defendant H & H Management LLC agrees to
5 pay a maximum amount of two hundred thirty thousand dollars (\$230,000.00) (the
6 “Maximum Settlement Amount”), which includes all Settlement Awards to Participating
7 Class Members, the Enhancement Award to the Class Representative, the Class
8 Counsel Award, and the Claims Administration Award. All Settlement Awards
9 disbursed to all Participating Class Members, the Enhancement Award to the Class
10 Representative, the Class Counsel Award to Class Counsel, and Claims Administration
11 Award to the Claims Administrator shall be paid out of the Maximum Settlement
12 Amount. The “Net Settlement Amount” will be calculated by deducting from the
13 Maximum Settlement Amount the following: (a) the Enhancement Award to the Class
14 Representative approved by the Court; (b) the Class Counsel Award (for Class
15 Counsel’s attorneys’ fees and actual costs) approved by the Court; and (c) the Claims
16 Administrator Award (for the Claims Administrator’s reasonable fees and expenses)
17 approved by the Court (“Net Settlement Amount”). Settlement Awards to the
18 Participating Class Members, and the Participating Class Members’ on those Awards
19 will be calculated by the Claims Administrator and paid from above the Net Settlement
20 Amount, as set forth below. Defendants’ normal payroll taxes shall not be paid from the
21 Net Settlement Amount.

22 d. Settlement Awards to Participating Class Members: Subject to the
23 terms and conditions of this Agreement, the Claims Administrator will distribute a
24 payment from the Net Settlement Amount to each Participating Class Member,
25 according to the following calculation of Settlement Awards. Probable Settlement
26 Awards to Class Members will be determined by the Claims Administrator based upon
27 the number of hours worked by each Class Member during the Class Period. The
28 number of hours worked by Class Members during the Class Period will be determined

1 by reference to Defendants' records, which will be presumed to be correct unless
2 credible written evidence to the contrary is timely submitted to the Claims
3 Administrator. Defendants will provide the Claims Administrator and no one else with
4 an excel spreadsheet calculation of the total hours worked of each Class Member
5 during the Class Period. The Claims Administrator shall assign to each Class Member
6 a "Settlement Ratio," which shall be calculated by taking the total number of hours
7 worked by each individual Class Member within the Class Period divided by the total
8 number of hours worked by all Class Members within the Class Period. The Claims
9 Administrator shall then assign to each Class Member a probable "Settlement Award"
10 which shall be calculated by multiplying that Class Member's Settlement Ratio by the
11 Net Settlement Amount. The Claims Administrator will distribute a payment of a
12 Settlement Award to each Class Member who returns a valid claim consistent with
13 Paragraph 15 ("Participating Class Member"). Each check to a Participating Class
14 Member shall be valid for 90 days after issuance. If any check mailed to a Participating
15 Class Member is not cashed or deposited within 90 days after issuance, the check will
16 be cancelled, and the amount of that check will be reverted to Defendant H & H
17 Management LLC.

18 e. Taxes, Withholdings, and Allocation: Settlement Awards for each
19 Participating Class Member will be allocated from the Net Settlement Amount and paid
20 as follows: one-quarter (1/4) will be allocated to alleged unpaid wages for which IRS
21 Forms W-2 will issue and three-quarters (3/4) will be allocated to alleged unpaid
22 penalties and interest for which IRS Forms 1099-MISC will issue. The Claims
23 Administrator will handle all applicable tax reporting and tax payments on behalf of
24 Defendants for the Settlement, including distributing all applicable IRS Forms W-2 and
25 1099-MISC to each Class Member who receives a Settlement Award along with the
26 Settlement Award. Participating Class Members will be solely responsible for
27 characterizing the portions of their Settlement Awards allocated to unpaid penalties and
28 interest for tax purposes and for paying any taxes on such amounts received. Each

1 Participating Class Member who receives a Settlement Award shall be responsible for
2 his/her share of payroll taxes from the one-quarter (1/4) of the Settlement Award
3 allocated to alleged unpaid wages. Accordingly, each Settlement Award will be reduced
4 by applicable payroll tax withholdings and deductions, and such withheld amounts will
5 be paid to the IRS on behalf of the Participating Class Members by the Claims
6 Administrator. The normal employer's portion of payroll taxes, as calculated by the
7 Claims Administrator on the one-quarter (1/4) of the Settlement Award allocated to
8 unpaid wages, shall be separate and apart from the Net Settlement Amount. Claims
9 Administrator will pay such amounts to the IRS on behalf of Defendants and complete
10 all applicable tax reporting for such payments in connection with the Settlement.

11 f. Settlement Awards Do Not Trigger Additional Benefits: All
12 Settlement Awards to Participating Class Members shall be deemed to be income to
13 such Class Members solely in the year in which such awards actually are received. It is
14 expressly understood and agreed that the receipt of such Settlement Awards will not
15 entitle any Class Member to additional compensation or benefits under any bonus,
16 contest or other compensation or benefit plan or agreement in place during the period
17 covered by the Settlement, nor will it entitle any Class Member to any increased
18 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It
19 is the intent of this Settlement that the Settlement Awards provided for in this
20 Agreement are the sole payments to be made by Defendants to the Class Members in
21 connection with this Settlement, and that the Class Members are not entitled to any
22 new or additional compensation or benefits as a result of having received the
23 Settlement Awards (notwithstanding any contrary language or agreement in any benefit
24 or compensation plan document that might have been in effect during the period
25 covered by this Settlement).

26 g. Class Representative: Subject to Court approval, Defendant H & H
27 Management LLC agrees to pay the Class Representative, on behalf of Defendants
28 and the Released Parties, an Enhancement Award of \$15,000.00 for her service as

1 Class Representative. The Enhancement Award shall be part of the Maximum
2 Settlement Amount. Defendants will not object to Class Counsel's application for Court
3 approval of the Enhancement Award to Plaintiff. It is understood the Enhancement
4 Award is in addition to any individual Settlement Award to which Plaintiff is entitled as a
5 Class Member. The Claims Administrator will issue to the Class Representative an IRS
6 Form 1099-MISC for the Enhancement Award, and the Class Representative will be
7 solely responsible for correctly characterizing the Enhancement Award for tax purposes
8 and for paying any taxes on the amounts received. Class Representative agrees to a
9 general release of all claims in exchange for the Enhancement Payment in addition to
10 the release described in Paragraph 18. Class Representative will not be required to
11 submit a claim form in order to receive her Enhancement Payment and/or her individual
12 Settlement Award under the Settlement. The Enhancement Payment approved by the
13 Court shall be distributed to the Class Representative by the Claims Administrator
14 within five (5) business days of the Effective Date.

15 h. Establishment of Settlement Account: The Claims Administrator
16 shall establish a settlement account for the purpose of receiving from Defendant H & H
17 Management LLC and distributing Settlement Awards and other payments identified in
18 this Agreement (the "Settlement Account").

19 i. Funding of Settlement Account: Defendant H & H Management
20 LLC shall fund the appropriate amounts into the Settlement Account 14 business days
21 after the later of the notice of entry of the Final Approval Order and receipt by
22 Defendants of the calculation of the Settlement Awards to Participating Class Members
23 ("Funding"). The Claims Administrator will advise the Parties and their counsel
24 regarding the final amount Defendant H & H Management LLC is required to fund into
25 the Settlement Account, which will include (1) the aggregate amount of the Settlement
26 Awards to Participating Class Members who submitted timely valid claim forms, which
27 will include the aggregate amount of the normal employer payroll taxes (if any), (2) the
28 Court-approved Enhancement Award to the Class Representative, (3) the Court-

1 approved Class Counsel Award, and (4) the Court-approved Claims Administration
2 Award.

3 CLAIMS ADMINISTRATION

4 11. The Claims Administrator will send the Notice to the Class Members by
5 first class United States mail as more specifically detailed in Paragraph 14. The Claims
6 Administrator will review the Class Members' data based on Defendants' records and
7 will calculate the probable Settlement Award to each Class Member in accordance with
8 this Stipulation of Settlement. The Claims Administrator shall report in writing the
9 substance of its findings to the Parties. The Claims Administrator shall be granted
10 reasonable access to Defendants' records to perform its duties. At the request of the
11 Parties and after receipt of funds from Defendant H & H Management LLC, the Claims
12 Administrator shall issue and mail the Settlement Award checks to the Participating
13 Class Members within thirty (30) calendar days of the Effective Date. Tax treatment of
14 the Settlement Awards will be as set forth herein, and in accordance with state and
15 federal tax laws; provided, however, that Plaintiff and other Class Members herein
16 acknowledge that Defendants and their counsel have not provided any tax advice. All
17 disputes relating to the Claims Administrator's performance of its duties shall be
18 referred to the Court, if necessary, which will have continuing jurisdiction over the terms
19 and conditions of this Stipulation of Settlement until all payments and obligations
20 contemplated by this Stipulation of Settlement have been fully carried out. Defendant H
21 & H Management LLC will pay up to \$15,000.00 for the Claims Administration Award
22 for costs incurred by the Claims Administrator for such administrator services. "Claims
23 Administration Award" means, subject to approval by the Court, a maximum payment
24 of \$15,000.00 for costs incurred by the Claims Administrator for such administrator
25 services from the Maximum Settlement Amount. Should the actual amount of the
26 Claims Administration Award be less than \$15,000.00, the difference between the
27 lesser amount and the maximum amount set forth above shall be included within the
28 Net Settlement Amount as detailed in Paragraph 10(c). The Claims Administration

1 Award approved by the Court shall be distributed to the Claims Administrator within five
2 (5) business days following the Effective Date of the Settlement.

3 ATTORNEYS' FEES AND COSTS

4 12. In consideration for settling this matter and in exchange for the release of
5 claims by the Settlement Class, and subject to final approval or modification by the
6 Court, Defendants agree not to object to an award of up to a maximum of one-third of
7 the Maximum Settlement Amount, which equals \$76,666.67, for all current and future
8 attorneys' fees of Class Counsel, and up to \$10,000.00 in actual costs and expenses,
9 Class Counsel incurred in the Action. "Class Counsel Award" means a maximum
10 payment of the foregoing amounts from the Maximum Settlement Amount. Defendants
11 will not object to Class Counsel's application for attorneys' fees and costs up to the
12 maximum amounts set forth above. The amounts set forth above will cover all work
13 performed and all fees and costs incurred to date, and all work to be performed and all
14 fees and costs to be incurred in connection with the approval by the Court of this
15 Stipulation of Settlement, obtaining judgment in the Action, and any challenges, writs,
16 or appeals of the Settlement. Should Class Counsel request a lesser amount, or the
17 Court approve a lesser amount for the Class Counsel Award, the difference between
18 the lesser amount and the maximum amount set forth above shall be included within
19 the Net Settlement Amount as detailed in Paragraph 10(c).

20 13. The Class Counsel Award approved by the Court shall be distributed to
21 Class Counsel by the Claims Administrator within five (5) business days following the
22 Effective Date of the Settlement. An IRS Form 1099 will be issued to Class Counsel
23 for the Amount of the Class Counsel Award.

24 NOTICE TO THE SETTLEMENT CLASS

25 14. Notice of this Settlement shall be sent to Class Members via U.S. Mail.
26 a. U.S. Mail. The Notice shall be sent by the Claims Administrator to
27 the Class Members by first class United States mail based on the following procedure.
28 Any returned envelopes from this mailing with forwarding addresses will be used by the

1 Claims Administrator to forward the Notice to such Class Members at such forwarding
2 addresses.

3 i. Within ten (10) business days of notice of entry of the
4 Preliminary Approval Order, Defendants shall provide to the Claims Administrator a
5 Microsoft Excel spreadsheet, which will list for each Class Member the Class Member's
6 name, last-known address, social security number, and total hours worked during the
7 Class Period. The Parties agree that each Class Member's name, last-known address,
8 social security number, total hours worked, and any other Settlement Class data, will
9 be used only by the Claims Administrator for the sole purpose of effectuating the
10 Settlement, and will not be provided to Class Counsel. The spreadsheet shall be based
11 on Defendants' payroll and/or personnel records, and in a format reasonably
12 acceptable to the Claims Administrator. Defendants agree to consult with the Claims
13 Administrator prior to the production date to ensure that the format will be acceptable to
14 the Claims Administrator.

15 ii. The Claims Administrator will run a check of the Class
16 Members' last-known addresses against those on file with the U.S. Postal Service's
17 National Change of Address List. Within fourteen (14) business days of receipt of
18 Defendant's Class Member data, the Claims Administrator will mail the Notice to the
19 Class Members. The Class Members will have thirty (30) calendar days from the date
20 of the Claims Administrator's initial mailing of the Notice within which to return claim
21 forms or requests for exclusion, which must be received or postmarked no later than
22 the 30th day after the date of initial mailing, or to file with the Court and serve on Class
23 Counsel and defense counsel objections to the Stipulation of Settlement.

24 iii. Notices returned to the Claims Administrator as non-
25 delivered shall be resent to the forwarding address, if any, on the returned envelope. If
26 there is no forwarding address, the Claims Administrator will do a computer search
27 (commonly known as a skip-trace) for a new address using the Class Member's social
28 security number. Said search will be performed by the Claims Administrator one time

1 for each Notice returned without a forwarding address per Class Member. Upon
2 completion of these steps by the Claims Administrator, Defendants and the Claims
3 Administrator shall be deemed to have satisfied their obligations to provide the Notice
4 to the affected Class Member, and, regardless of whether the affected Class Member
5 actually receives the Notice, the affected Class Member shall remain a member of the
6 Settlement Class and shall be bound by all the terms of the Settlement and the Court's
7 Final Approval Order.

8 iv. Class Counsel shall provide to the Court, at least seven (7)
9 calendar days before the final fairness hearing, a declaration by the Claims
10 Administrator of due diligence and proof of mailing of the Notice.

11 CLAIMS PROCESS

12 15. Each Class Member who wishes to receive a Settlement Award must
13 complete and return a Claim Form, as provided for in the Notice, also known as a
14 claims-made basis process. Class Members will have thirty (30) calendar days from the
15 date of initial mailing of the Claim Forms within which to return by mail their Claim
16 Forms to the Claims Administrator, which must be received or postmarked no later than
17 the 30th calendar day after the date of initial mailing, or to return their Claim Forms
18 electronically via facsimile. Class Members are responsible for maintaining a
19 photocopy of the fully completed Claim Form and record of proof of mailing. Claim
20 Forms must be signed, dated, and completed in full to be valid. If a Claim Form is
21 timely received, but not completed in full, the Claims Administrator will send one
22 deficiency notice to the Class Member advising the Class Member to cure the
23 deficiency. The deficiency notice will provide the Class Member a maximum of fifteen
24 (15) calendar days from the date of mailing of the deficiency notice to cure the
25 deficiency; the completed Claim Form must be received by the Claims Administrator or
26 postmarked no later than the fifteenth (15th) calendar day after the date of mailing of
27 the deficiency notice, or it must be rejected as untimely by the Claims Administrator
28 unless otherwise mutually agreed upon in writing by the Parties. The Parties agree to

1 meet and confer on late and deficient Claim Forms, and may mutually agree in writing
2 to accept late or deficient Claim Forms provided good cause is shown. All Class
3 Members who have submitted timely and valid Claim Forms are referenced herein as
4 Participating Class Members. The Parties further agree that the Class Representative
5 (Plaintiff Mariah Martin) shall have no obligation to complete and return a Claim Form
6 in order to receive her individual Settlement Award or her Enhancement Award, though
7 she may nevertheless do so at the request of the Claims Administrator for
8 recordkeeping purposes, out of an abundance of caution, or for similar reasons.

9 EXCLUSION PROCESS

10 16. A Class Member may request to be excluded from the effect of this
11 Agreement, and any payment of amounts under this Agreement, by submitting a
12 request for exclusion to the Claims Administrator stating that the Class Member wants
13 to be excluded from this Action. Class Members will have thirty (30) calendar days from
14 the date of initial mailing of the Notice within which to return by mail or fax a request for
15 exclusion to the Claims Administrator, which request must be received or postmarked
16 by the 30th calendar day after the date of initial mailing. The Claims Administrator will
17 not send any reminder notices to Class Members about the exclusion process. No
18 request for exclusion will be honored if received after the thirty (30) calendar-day
19 period, unless such request is received within a reasonable time thereafter and is
20 postmarked no later than the 30th calendar day after the date of initial mailing. Class
21 Members are responsible for maintaining a photocopy of the request for exclusion and
22 record of proof of mailing. Unless a timely and valid request for exclusion is received
23 consistent with the terms of this Stipulation of Settlement, the Class Member shall be
24 bound by this Stipulation of Settlement and the Settlement Class release. If a Class
25 Member submits both a request for exclusion and a Claim Form, the request for
26 exclusion will be rejected and the Claim Form will be accepted. The Parties agree to
27 meet and confer if the intent of a particular request for exclusion is ambiguous and may
28

1 mutually agree to accept such request for exclusion for good cause shown; ambiguous
2 does not mean untimely requests for exclusion.

3 OBJECTION PROCESS

4 17. A Class Member may object to this Settlement. For a Class Member to
5 object to the Settlement, a Class Member must file with the Court no later than the
6 Objection Deadline a notice of objection, signed by the Class Member or his or her
7 counsel, stating the Class Member's: (i) name; (ii) current address; (iii) telephone
8 number; (iv) dates of employment with Employer; (v) last 4-digits of his or her social
9 security number; and (vi) basis of the objection. The Class Member objecting to the
10 settlement must also serve a copy of his or her notice of objection on counsel for the
11 Parties and the Claims Administrator by the Objection Deadline. The postmark date of
12 the filing and service shall be deemed the exclusive means for determining whether the
13 notice of objection is timely. The Claims Administrator will not send any reminder
14 notices to Class Members about the objection process. Class Members who fail to
15 make objections in the manner specified above shall be deemed to have waived any
16 objections and shall be foreclosed from making any objections (whether by appeal or
17 otherwise) to the Settlement. Class Members who file and serve timely notices of
18 objection will have a right to appear at the final fairness hearing before the Court in
19 order to have their objections heard by the Court. At no time shall any of the Parties or
20 their counsel seek to solicit or otherwise encourage Class Members to submit written
21 objections to the Settlement or appeal from the Court's Final Approval Order. Class
22 Counsel shall not represent any Class Members with respect to any such objections to
23 this Settlement. If the Court rejects the Class Member's objection, that Class Member
24 will still be bound by the terms of this Agreement.

25 RELEASE OF CLAIMS

26 18. Upon final approval by the Court of this Stipulation of Settlement, and
27 except as to such rights or claims as may be created by this Stipulation of Settlement,
28 the Parties agree to the following:

1 a. Class Representative and each Class Member who has not
2 submitted a timely and valid request for exclusion, in exchange for the consideration
3 recited in this Agreement, shall and do hereby fully and finally release and discharge
4 Defendants and the Released Parties from any and all applicable local, state, and
5 federal law wage-and-hour claims (including, but not necessarily limited to, contractual
6 or common law claims, waiting time penalty claims, claims arising under the Fair Labor
7 Standards Act, claims arising under the Nevada Revised Statutes Chapter 608,
8 Nevada Administrative Code Chapter 608, and the Nevada Constitution Art. 15 ¶16)
9 and all wage-and-hour claims asserted in or that could have been asserted in this
10 dispute or the Action, whether known or unknown, arising during the Class Period or
11 during any time that could reasonably be considered to be equitably tolled thereto, and
12 which arose out of or could have arisen out of the facts alleged in the Action.

13 b. There may exist facts and/or damages pertaining to any or all of
14 the Released Claims in this Paragraph 18 of which Plaintiff and/or Class Members
15 have no knowledge, reason to know, or suspicion at the time the Parties, Class
16 Counsel, and Defendant's Counsel sign this the Agreement, and that Plaintiff and/or
17 Class Members may later discover facts different from or in addition to those he or she
18 now knows or believes to be true. The Release in this Paragraph 18 shall apply to all
19 such unknown and unanticipated damages and claims, as well as to those now known
20 or disclosed, based on the facts alleged in Complaint or the Action, and, further, that
21 the Release remains in full force and effect in all respects notwithstanding any such
22 different or additional facts. Notwithstanding the foregoing, nothing in this Agreement
23 releases any claims that cannot be released as a matter of law.

24 c. Plaintiff and each Class Member who has not submitted a timely
25 and valid request for exclusion further agree to forever refrain and forbear from
26 commencing, instituting, or prosecuting any lawsuit, action, motion, or other
27 proceeding, in law, equity, or otherwise, against the Released Parties relating to, or
28 arising from, the matters released in this Paragraph 18, provided, however, that nothing

1 contained in this Agreement shall affect the ability of a Party to commence any
2 proceeding or take any action to enforce the terms of this Agreement.

3 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

4 19. Within fourteen (14) calendar days from execution of this Stipulation of
5 Settlement, Class Counsel shall file a Joint Motion for Preliminary Approval of Class
6 Action Settlement, submit this Stipulation of Settlement, and request a determination by
7 the Court as to the Settlement's fairness, adequacy, and reasonableness. In so doing,
8 Class Counsel shall apply to the Court for the entry of the Preliminary Approval Order
9 attached hereto as Exhibit C and in substantially the following form:

10 a. Scheduling a final fairness hearing and briefing deadline(s) on the
11 question of whether the proposed Settlement, including payment of up to the Net
12 Settlement Amount to claims-making Class Members, attorneys' fees and costs, costs
13 of administration, and the Enhancement Award should be finally approved as fair,
14 reasonable, and adequate as to the members of the Settlement Class;

15 b. Certifying the Settlement Class, Plaintiff as Class Representative,
16 and Christian Gabroy, Esq., and Kaine Messer, Esq., of Gabroy | Messer and Mark
17 Thierman, Esq., Joshua Buck, Esq., Leah Jones, Esq., and Joshua R. Hendrickson,
18 Esq., of Thierman Buck LLP as Class Counsel;

19 c. Approving as to form and content (1) the proposed Notice attached
20 hereto as Exhibit A, and (2) the Claim Form attached hereto as Exhibit B;

21 d. Approving the manner and method for Class Members to request
22 exclusion from the Settlement as contained herein and within the Notice;

23 e. Directing the mailing of the Notice by first class mail to the Class
24 Members;

25 f. Preliminarily approving the Settlement subject only to the
26 objections of Class Members and final review by the Court; and,

27 g. Enjoining Plaintiff and all Class Members from filing or prosecuting
28 any other cases, claims, suits, or administrative proceedings (including filing claims

1 with the Nevada Office of the Labor Commissioner) regarding claims released by the
2 Settlement unless and until such Class Members have filed valid Requests for
3 Exclusion with the Claims Administrator and the time for filing claims with the Claims
4 Administrator has elapsed.

5 20. To effectuate the Settlement, the Parties agree all formal and informal
6 discovery shall be stayed pending Court approval of the Settlement. The Parties also
7 agree that all Court deadlines be continued pending preliminary approval of the
8 Settlement.

9 DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

10 21. Following notification of final approval by the Court of the Settlement
11 provided for in this Stipulation of Settlement, Class Counsel will submit a proposed
12 Court's Final Approval Order in substantially the form attached hereto as Exhibit D:

13 a. Approving the Settlement, adjudging the terms thereof to be fair,
14 reasonable, and adequate, and directing consummation of its terms and provisions;

15 b. Approving Class Counsel's application for the Class Counsel
16 Award of attorneys' fees and actual costs not to exceed the maximum amount set forth
17 herein;

18 c. Approving the Enhancement Award to the Class Representative
19 not to exceed the maximum amount set forth herein;

20 d. Approving the Claims Administration Award for claims
21 administration actual costs not to exceed the maximum amount set forth herein;

22 e. Directing Defendants to fund the Settlement Account with the
23 appropriate amount no later than fourteen (14) business days following the later of the
24 notice of entry of the Final Approval Order and the receipt by Defendants of the
25 calculation of the Settlement Awards and payroll taxes from the Claims Administrator
26 pursuant to Paragraph 10(e); and,

27 f. Entering judgment dismissing this Action on the merits, and
28 permanently barring and enjoining all members of the Settlement Class from

1 prosecuting against Defendants or any Released Party any individual or class or
2 collective claims released herein pursuant to Paragraph 18 above.

3 PARTIES' AUTHORITY

4 22. The signatories hereto hereby represent that they are fully authorized to
5 enter into this Stipulation of Settlement and bind the Parties hereto to the terms and
6 conditions thereof.

7 MUTUAL FULL COOPERATION

8 23. The Parties agree to fully cooperate with each other to accomplish the
9 terms of this Stipulation of Settlement, including but not limited to, execution of such
10 documents and taking such other action as reasonably may be necessary to implement
11 the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement
12 shall use their reasonable best efforts, including all efforts contemplated by this
13 Stipulation of Settlement and any other efforts that may become necessary by order of
14 the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set
15 forth herein. As soon as practicable after execution of this Stipulation of Settlement,
16 Class Counsel shall, with the assistance and cooperation of Defendants and their
17 counsel, take all necessary steps to secure the Court's final approval of this Stipulation
18 of Settlement.

19 NO PRIOR ASSIGNMENTS

20 24. The Parties and their respective counsel represent, covenant, and
21 warrant that they have not directly or indirectly, assigned, transferred, encumbered, or
22 purported to assign, transfer, or encumber to any person or entity any portion of any
23 liability, claim, demand, action, cause of action, or right herein released and
24 discharged.

25 NO ADMISSION

26 25. Nothing contained herein, nor the consummation of this Stipulation of
27 Settlement, is to be construed or deemed an admission of liability, culpability,
28 negligence, or wrongdoing on the part of Defendants or Plaintiff. Each of the Parties

1 hereto has entered into this Stipulation of Settlement solely with the intention to avoid
2 further disputes and litigation with the attendant inconvenience and expenses.

3 ENFORCEMENT ACTIONS

4 26. In the event one or more of the Parties to this Stipulation of Settlement
5 institutes any legal action or other proceeding against any other party or Parties to
6 enforce the provisions of this Stipulation of Settlement or to declare rights or obligations
7 under this Stipulation of Settlement, the successful party or Parties shall be entitled to
8 recover from the unsuccessful party or Parties' reasonable attorneys' fees and costs,
9 including expert witness fees incurred in connection with any enforcement actions.

10 NOTICES

11 27. Unless otherwise specifically provided herein, all notices, demands, or
12 other communications given hereunder shall be in writing and shall be deemed to have
13 been duly given as of the first business day after mailing by overnight courier with
14 confirmed delivery, addressed as follows:

15 To Plaintiff and the Settlement Class:

16 Christian Gabroy
17 Kaine Messer
18 GABROY | MESSER
19 170 South Green Valley Parkway
20 Suite 280
21 Henderson, NV 89012

22 To Defendants:

23 Jared Hague
24 SUTTON | HAGUE
25 6671 South Las Vegas Blvd.
26 Suite 210
27 Las Vegas, NV 89119

28 Steve Guinn
Laxalt Law Group LTD
9790 Gateway Drive
Suite 200
Reno, NV 89521

CONSTRUCTION

28 28. The Parties agree that the terms and conditions of this Stipulation of
Settlement are the result of lengthy, intensive arm's-length negotiations between the

1 Parties, and this Stipulation of Settlement shall not be construed in favor of or against
2 any Party by reason of the extent to which any Party or his, her, or its counsel
3 participated in the drafting of this Stipulation of Settlement.

4 CAPTIONS AND INTERPRETATIONS

5 29. Paragraph titles or captions contained herein are inserted as a matter of
6 convenience and for reference, and in no way define, limit, extend, or describe the
7 scope of this Stipulation of Settlement or any provision of it. Each term of this
8 Stipulation of Settlement is contractual and not merely a recital.

9 MODIFICATION

10 30. This Stipulation of Settlement may not be changed, altered, or modified,
11 except in writing and signed by the Parties hereto and approved by the Court. This
12 Stipulation of Settlement may not be discharged except by performance in accordance
13 with its terms or by a writing signed by the Parties.

14 INTEGRATION CLAUSE

15 31. This Stipulation of Settlement contains the entire agreement between the
16 Parties relating to the settlement and transaction contemplated hereby, and all prior or
17 contemporaneous agreements, understandings, representations, and statements,
18 whether oral or written and whether by a Party or such Party's legal counsel, are
19 merged herein. No rights hereunder may be waived except in writing.

20 BINDING ON ASSIGNS

21 32. This Stipulation of Settlement shall be binding upon and inure to the
22 benefit of the Parties and their respective heirs, trustees, executors, administrators,
23 successors, and assigns; provided, however, that a Party's rights and obligations
24 hereunder may not be assigned or delegated without the express prior written consent
25 of the other Parties.

26 CLASS MEMBER SIGNATORIES

27 33. It is agreed that because the Class Members are so numerous, it is
28 impossible or impractical to have each Class Member execute this Stipulation of

1 Settlement. The Notice will advise all Class Members of the binding nature of the
2 release, and the release shall have the same force and effect as if this Stipulation of
3 Settlement were executed by each Class Member.

4 COUNTERPARTS

5 34. This Stipulation of Settlement may be executed in counterparts and by
6 facsimile and digital signatures, and when each party has signed and delivered at least
7 one such counterpart, each counterpart, including email and PDF versions, shall be
8 deemed an original and, when taken together with other signed counterparts, shall
9 constitute one Stipulation of Settlement binding upon and effective as to all Parties.

10 NO ADVERSE OR RETALIATORY ACTION

11 35. Defendants and the Released Parties will not take any adverse or
12 retaliatory action against the Class Representative nor any Class Member.

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GABROY | MESSER
170 S. Green Valley Pkwy., Suite 280
Henderson, Nevada 89012
(702) 259-7777 FAX: (702) 259-7704

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed
this Stipulation of Settlement as of the date(s) set forth below:

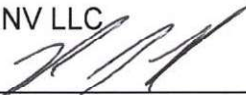
Plaintiff/Class Representative

DATED: 10 / 23 / 2023

PLAINTIFF MARIAH MARTIN
By: 
Mariah Martin

Defendants

DATED: 10-23-2023

DED Ops NV LLC
By: 
Its: Manager

DATED: 10.06.2023

H & H MANAGEMENT LLC
By: 
Its: Manager

EXHIBIT A

DISTRICT COURT
CLARK COUNTY, NEVADA

MARIAH MARTIN, on behalf of)
herself and all others similarly)
situated,)
)
)
v.)
)
)
DED OPS NV LLC d/b/a and)
a/k/a WALLFLOWER also d/b/a)
and a/k/a WALLFLOWER)
CANNABIS HOUSE; H & H)
MANAGEMENT LLC.)
_____)

A-22-863216-C
Department 1

**NOTICE OF CLASS ACTION
SETTLEMENT**

TO: All hourly paid non-overtime exempt persons employed by Defendants in the state of Nevada who earned less than 1 ½ times the applicable minimum wage and who worked over eight (8) hours a twenty-four (24) hour period and were not paid overtime properly in accordance with Nevada law at any time from December 29, 2019 until [DATE THE COURT GRANTS PRELIMINARY APPROVAL].

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

1. YOU ARE HEREBY NOTIFIED that a proposed settlement (“Settlement”) of the above-captioned class action Lawsuit (“Lawsuit”) pending in the Eighth Judicial District Court, Clark County, Nevada (the “Court”), has been reached by the Parties and granted preliminary approval by the Court supervising the Lawsuit.
2. The purpose of this Notice is to describe the Lawsuit, to inform you of the terms of the proposed Settlement, and to inform you of your rights and options in connection with the proposed Settlement. The proposed Settlement will resolve all claims in this Lawsuit. A final fairness hearing will be held on _____ 20__ at _____ in Department 1 to determine whether the Settlement should be granted final approval.
3. **Because your rights may be affected, it is extremely important that you read this Notice carefully.** To participate in the Settlement and receive a monetary Settlement Award, you must complete and return a Claim Form by _____. Unless you choose to exclude yourself (“opt out”) of the Settlement, you will be bound by the Settlement if it is approved by the Court and by any order entered by the Court subject to the conditions in the Parties’ Joint Stipulation of Settlement and Release.

SUMMARY OF THE LAWSUIT

4. On December 29, 2022, Plaintiff Mariah Martin, on behalf of herself and all others similarly situated, filed a Lawsuit against Defendants in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-22-863216-C. In the Complaint, Plaintiff alleged that Defendants failed to pay full overtime in violation of NRS § 608.018 and failed to pay all wages due and owing in violation of NRS §§ 608.020 through NRS 608.050 and NRS § 608.140. Defendants deny all allegations asserted in the Lawsuit and further deny that they have violated the law in any respect.
5. After extensive exchange of relevant information and negotiations, the Parties reached a Settlement in good faith that is memorialized in the Joint Stipulation of Settlement and Release (“Agreement”). The terms of the Settlement and the Agreement are generally summarized in this Notice.

6. You have received this Notice because Defendants' records show you may be a Class Member (as defined in Paragraph 14 herein) whose rights may be affected by this Settlement.

POSITIONS OF THE PARTIES

7. Defendants deny liability for all claims that were or could have been brought in the Lawsuit. Defendants have denied that they have violated any wage and hour, overtime, or other law under any federal or state constitution, statute or regulation. Defendants contend that all their employees have been compensated in compliance with the law, the Nevada Constitution, and the Nevada Revised Statutes. Defendants have asserted and continue to assert defenses to the claims in the Lawsuit and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Lawsuit. Defendants' entry into this Settlement and the consummation of this Settlement is not an admission of any liability or wrongdoing by Defendants or any person. Defendants specifically deny any liability, wrongdoing, or culpability of any kind whatsoever for the claims alleged and released in the Lawsuit, and further deny that, for any purpose other than settling, the Lawsuit is appropriate for class treatment.

8. Counsel for the Plaintiff ("Plaintiff's Counsel" or "Class Counsel") has extensively investigated and researched the facts and circumstances underlying the issues raised in the Lawsuit, and the law applicable thereto.

9. Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to continue the Lawsuit against Defendants through trial and through any possible appeals. Plaintiff's Counsel has also taken into account the uncertainty of the outcome of further litigation, including the risk that the class might not be finally certified under the court rules as well as the difficulties and delays generally inherent in such lawsuits.

10. Plaintiff and Plaintiff's Counsel are also aware of the burdens of proof necessary to establish liability for the claims, of Defendants' defenses thereto, and of the difficulties in establishing damages for the Class Members (as defined in Paragraph 14 herein). Based on the foregoing, Plaintiff's Counsel believes the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

11. Although Defendants believe they have meritorious defenses to the Lawsuit, Defendants have concluded that the continued litigation of Plaintiff's claims and defense of this Lawsuit would be lengthy and expensive for all Parties. This Settlement is not an admission of any liability or wrongdoing by any Defendant, Released Parties (as defined in Paragraph 27 herein), or person, which have agreed to settle this Lawsuit and settle this case solely to avoid the uncertainties and costs of litigation and so they can buy their peace.

12. The Court has made no ruling on the merits of the claims and has determined only that certification of the Class for settlement purposes is appropriate under Nevada law.

PRELIMINARY APPROVAL OF THE SETTLEMENT

13. **Class Counsel.** On _____, the Court appointed the following attorneys as Plaintiff's Counsel to represent the Class in this Lawsuit: Gabroy | Messer, 170 South Green Valley Parkway, Suite 280, Henderson, Nevada 89012 and Thierman Buck LLP, 7287 Lakeside Drive, Reno Nevada, 89511.

14. **Class Definition.** On _____, for purposes of the proposed Settlement, the Eighth Judicial District Court, Clark County, Nevada, preliminarily certified a Class consisting of all hourly paid non-exempt persons employed by Defendants in the state of Nevada who earned less than 1 ½ times the applicable minimum wage and who worked over eight (8) hours in a workday at any time from December 29, 2019 until [DATE COURT GRANTS PRELIMINARY APPROVAL] (the "Settlement Class," and each individual within the Settlement Class, a "Class Member").

15. The *Class Period* is December 29, 2019 through [DATE COURT GRANTS PRELIMINARY APPROVAL].

16. *Claims Administrator.* The Court has appointed _____, as Claims Administrator to notify the Class and coordinate the claims process.

17. If you are a member of the Class, you will be bound by the proposed Settlement described below if it is approved, unless you make a written request for exclusion (to “opt out”) in the manner described below.

SUMMARY OF SETTLEMENT TERMS

The following is a summary of the proposed Settlement between the Plaintiff, the Class, and Defendants. The specific and complete terms are described in the Joint Stipulation of Settlement and Release (the “Settlement”), a copy of which is available for your review as set forth at the end of this Notice.

18. *Conditions of the Settlement.* This Settlement is conditioned upon the Court entering an order at or following the final fairness hearing approving the Settlement, as agreed by Plaintiff and Defendants, as fair, reasonable, adequate, and in the best interests of the Class with such order not being subject to any appeal or modification as provided for in the Settlement.

19. *Final Fairness Hearing.* A final fairness hearing will be held in the Eighth Judicial District Court, Clark County Nevada, on _____ at _____ in the Regional Justice Center, Courtroom 5C, 200 Lewis Ave, Las Vegas, NV 89101, before the Hon. Bitu Yeagar, District Judge. At this hearing, the Court will determine whether the proposed Settlement is fair, adequate, and reasonable, whether it should be approved by the Court, and whether the Lawsuit should be dismissed on the merits with prejudice as a result of the Settlement. The hearing may be adjourned, continued, and/or rescheduled by the Court from time to time as the Court may direct without further notice. You do not need to attend that hearing to participate in the proposed Settlement.

20. *Settlement Fund.* The Settlement Agreement provides that Defendant H & H Management LLC will pay a total not to exceed \$230,000.00 (the “Settlement Fund”) to fully resolve all issues in the Lawsuit. After the Court finally approves the Settlement and after deduction of the court-approved deductions from the Settlement Fund, as referenced immediately below, monetary Settlement Awards will be distributed to each member of the Class who: (a) does not opt out; and (b) fully completes and timely mails a valid Claim Form (“Participating Class Members”).

21. *Deductions from the Settlement Fund.* The following deductions will be made from the Settlement Fund:

a. *Attorneys’ Fees and Expense Award.* As part of the Settlement approval process, Class Counsel (Plaintiff’s Counsel) will seek approval from the Court of an award of attorneys’ fees of \$76,666.67 for all current and future attorneys’ fees and up to \$10,000.00 in costs and expenses incurred in the Lawsuit as the “Class Counsel Award.” Class Counsel will not be permitted to petition the Court for any additional payments for fees, costs, or interest. You will not be required to pay Plaintiff’s Counsel separately for their representation of the Class in the Lawsuit.

b. *Enhancement Award.* Class Counsel will also seek approval from the Court for the payment of an Enhancement Award to Class Representative Mariah Martin (named Plaintiff) in this Lawsuit, for a total of \$15,000.00, for her prosecution of this case on behalf of the Class. Mariah Martin, as the Class Representative, is the only Class Member eligible for this \$15,000.00 award.

c. *Net Settlement Amount to Be Distributed to Participating Class Members.* The sum expected to remain following the above-referenced deductions and the deduction for the costs of claims administration (up to \$15,000.00) is \$113,333.33, also referenced as “Net Settlement Amount.” The Net

Settlement Amount will be distributed among those Class Members who do not opt out and who timely mail a valid, fully-completed Claim Form, known as “Participating Class Members.”

22. ***Settlement Awards to Participating Class Members:*** The Claims Administrator will calculate the Settlement Award for each Participating Class Member by utilizing the following formula: the Net Settlement Amount shall be allocated based on the number of hours worked by each Class Member during the Class Period. Any amounts of the Net Settlement Amount allocated to Class Members who do not become Participating Class Members will be reverted to Defendant H & H Management LLC. Within 30 days after the Effective Date of the Settlement, the Claims Administrator will mail Settlement Award checks to Participating Class Members.

23. ***Tax Matters.***

a. Under the terms of the Settlement, twenty-five percent (25%) of the Settlement Award to each Participating Class Member will be paid as alleged unpaid wages, from which federal withholding taxes will be deducted and for which employer tax payments will be made, and seventy-five percent (75%) of the Settlement Award to each Participating Class Member will be paid as alleged unpaid penalties and interest, from which federal withholding taxes will not be deducted. IRS Forms W-2 and 1099-MISC, respectively, will issue for the Settlement Award as appropriate.

b. Participating Class Members should consult with their tax advisors concerning any tax consequences of the payments that they receive under the Settlement. Neither the Parties, the Claims Administrator, nor the attorneys for the Parties are providing tax advice.

24. ***Uncashed Checks.*** As approved by the Court, checks issued to Participating Class Members will be valid for 90 days following issuance. If any check mailed to a Participating Class Member is not cashed or deposited within 90 days after issuance, the check will be cancelled, and the amount of that check will be reverted to Defendant H & H Management LLC.

RELEASE OF PARTIES AND CLAIMS

25. All payments under this Settlement will be paid specifically in exchange for the release of the Released Parties (as defined in Paragraph 27 herein) from the Class Members’ Released Claims and the Class Representative’s Released Claims respectively and for the covenant not to sue concerning all Released Claims.

26. If the Settlement is approved and if the final fairness hearing dismissing the Lawsuit is entered and the Judgment becomes final, those Class Members who have not validly requested exclusion from the Settlement will be bound by the terms of the proposed Settlement, including releases of parties and the claims set forth at paragraphs 27 and 28 below.

27. ***Released Parties.*** “Released Parties” collectively means (i) Defendants (ii) Defendants’ respective past, present, and future parents, subsidiaries, joint ventures, and affiliates; (iii) the past, present, and future shareholders, directors, owners, officers, members, managers, agents, employees, attorneys, accountants, investigators, partners, administrators, assigns, insurers, predecessors, successors, licensors, licensees, subsidiaries, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

28. ***Releases of Claims.***

a. ***“Class Members’ Released Claims”*** means the claims to be released by Class Members who do not timely file a valid request for exclusion, for any and all applicable local, state, and federal law wage-and-hour claims (including, but not necessarily limited to, contractual or common law claims, waiting time penalty claims, claims arising under the Fair Labor Standards Act, claims arising under the Nevada Revised Statutes Chapter 608, Nevada Administrative Code Chapter 608, and the Nevada Constitution Art. 15 § 16)

and all wage-and-hour claims asserted in or that could have been asserted in this dispute, whether known or unknown, arising during the Class Period or during any time that could reasonably be considered to be equitably tolled thereto, and which arose out of or could have arisen out of the facts alleged in this action.

b. There may exist facts and/or damages pertaining to any or all of the Class Members' Released Claims in paragraph 28.a., above, of which Plaintiff and Class Members have no knowledge, reason to know, or suspicion at the time the Parties sign the Agreement, and that a Class Member may later discover facts different from or in addition to those he or she now knows or believes to be true. The Release at paragraph 28.a. shall apply to all such unknown and unanticipated damages and claims, as well as to those now known or disclosed, based on the facts alleged in Complaint, and, further, that the Release remains in full force and effect in all respects notwithstanding any such different or additional facts.

PROCEDURE FOR MONETARY RECOVERY

29. **Deadline to Submit Claim Form.** If you want to participate in the Settlement and receive money under the Settlement, you must fully complete, sign, and mail the Claim Form **no later than** _____, as set forth in detail below at paragraphs 30-31.

30. **Completing a Claim Form:** A Claim Form is attached. You must complete and sign the Claim Form and mail it to the Claims Administrator at the above address. The completed, signed Claim Form must be postmarked and mailed on or before _____. Class Members are responsible to maintain a photocopy of the fully completed Claim Form and proof of mailing.

31. A Claim Form is timely and valid only if it is fully completed, signed, and postmarked on or before the deadline specified in paragraphs 29 and 30.

32. If you are a Class Member and you do not choose to exclude yourself from the Settlement, you will be bound by all the provisions of the Settlement Agreement, including a full release of claims that will prevent you from separately suing the Released Parties for the Class Members' Released Claims settled in this case.

33. **ANY CLASS MEMBER WHO DOES NOT SUBMIT A TIMELY, VALID, AND FULLY-COMPLETED CLAIM FORM WILL NOT RECEIVE A SHARE OF THE SETTLEMENT FUND. IF YOU DO NOTHING – THAT IS, IF YOU DO NOT MAIL A TIMELY VALID, AND FULLY-COMPLETED CLAIM FORM, YOU WILL NOT BE ENTITLED TO A SHARE OF THE SETTLEMENT FUND. HOWEVER, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE REFERENCED AT PARAGRAPHS 27 AND 28 ABOVE, EVEN THOUGH YOU DID NOT RECEIVE ANY MONEY, UNLESS YOU EXCLUDE YOURSELF IN WRITING FROM THE SETTLEMENT AS PROVIDED IN PARAGRAPHS 34 AND 35 BELOW.**

PROCEDURE FOR EXCLUSION FROM THE SETTLEMENT

34. **Request for Exclusion.** Any Class Member who does NOT wish to participate in the Settlement may exclude himself or herself (*i.e.*, "opt-out") by sending a request for exclusion to the Claims Administrator stating that the Class Member wants to be excluded from this Settlement. The request for exclusion must be signed, dated and mailed to: _____.

35. **Deadline for Request for Exclusion.** The request for exclusion must be **postmarked no later than** _____. If you submit request for exclusion **postmarked after** _____, it will be rejected, and you will be bound by the Release and all other Settlement Terms. If you submit a request for exclusion and a Claim Form, your request for exclusion will be rejected and your Claim Form will be accepted.

36. **Consequences of Submitting Request for Exclusion.** Any person who sends a timely request for exclusion shall, upon receipt by the Claims Administrator, no longer be a member of the Settlement Class,

shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue individually any claims he/she may have against Defendants. If you wish to exclude yourself and wish to pursue individual action, you should be aware there are time limits on your right to file any such individual action.

PROCEDURE FOR OBJECTIONS TO THE PROPOSED SETTLEMENT

37. **Objections to the Settlement.** Any Class Member who wishes to object to the Settlement must file with the Court and serve on counsel for both Parties and the Claims Administrator a written statement objecting to the Settlement. Such written statement must be filed with the Court and served on counsel for the Parties **no later than** _____. No Class Member who submits a request for exclusion can object to the Settlement. No other Class Member shall be entitled to be heard at the final fairness hearing (whether individually or through separate counsel) to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the final fairness hearing, unless copies of any written objections or briefs, shall have been timely filed with the Court and served on the Claims Administrator and counsel for all Parties. Any written objections and briefs must be served via mail on the Claims Administrator and counsel for the Parties at the following addresses:

To Plaintiff and the Settlement Class (Class Counsel):

Christian Gabroy
Kaine Messer
GABROY | MESSER
170 South Green Valley Parkway
Suite 280
Henderson, NV 89012

To Defendants:

Jared Hague
SUTTON | HAGUE
6671 South Las Vegas Blvd.
Suite 210 Las Vegas, NV 89119

Steve Guinn
LAXALT LAW GROUP LTD
9790 Gateway Drive
Suite 200
Reno, NV 89521

To Claims Administrator:

38. **Objections Must be Submitted Timely and In Writing.** Any Class Member who does not timely file with the Court and serve on counsel his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

39. Any Class Member who is satisfied with the proposed Settlement can but need not appear at the final fairness hearing.

CHANGE OF ADDRESS

40. If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Lawsuit and the Settlement to be sent to a different address, you should supply your current preferred address to the Claims Administrator at the address listed in paragraph 37 above.

EXAMINATION OF THE PAPERS AND ADDITIONAL INQUIRIES

41. The foregoing is only a summary of the Lawsuit and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Lawsuit and the proposed Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Lawsuit, which may be inspected at the Clerk's Office of the Eighth Judicial District Court, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89101, during regular business hours of each court day.

42. All inquiries by Class Members regarding this Notice and/or the Settlement that involve requests for information on whether a claim has been received or accepted, requests for additional copies of the Claim Form, information on when Participating Class Members' Settlement Awards will be paid, or the amount of your individual Settlement Award should be directed to the Claims Administrator at _____ . Inquiries involving legal questions about this Notice and/or legal questions about the Settlement or your legal rights should be directed to Class Counsel referenced at paragraph 37 above.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH INQUIRIES.

EXHIBIT B

EIGHTH JUDICIAL DISTRICT OF NEVADA IN AND FOR THE COUNTY OF CLARK
MARIAH MARTIN v. DED OPS NV LLC, et al.
CASE NO. A-22-863216-C

CLAIM FORM

List ID: [ID]
[Class Member Name]
[Address 1] [Address 2]
[City], [State] [ZIP]

[Barcode]

If your name and address is different from what is printed to the left, please provide updated information:

To receive your share of the Settlement, you must sign and return this Claim Form **postmarked** no later than [30 DAYS AFTER CLAIMS ADMINISTRATOR'S INITIAL MAILING OF THE NOTICE]. The Claim Form must be mailed or faxed to the Claims Administrator at the below address.

Wallflower adv. Martin Claims Administrator
[Claims Administrator]
[Address/Phone/Fax]

COMPLETE AND SIGN THIS FORM IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS

Your estimated share of the Settlement is based on the number of hours worked between December 29, 2019 and [DATE COURT GRANTS PRELIMINARY APPROVAL] for DED Ops NV LLC d/b/a and a/k/a Wallflower also d/b/a and a/k/a Wallflower Cannabis House and H & H Management LLC ("Defendants") in Nevada as a non-exempt employee. Defendants' records show that, within that period, you worked a total of: _____ hours.

Based on this information, the current estimated value of your settlement benefit is \$_____.

If you disagree with Defendants' records as to the number of applicable hours you worked, you must provide any documentation (such as pay stubs or written information) to support your claim and submit it with this form. If there is still a dispute after you submit your documentation, and the dispute cannot be resolved informally, the dispute will be settled by the Claims Administrator as described in the Notice that accompanies this claim form.

I believe that the Defendants' estimate of the number of hours is incorrect and that I worked _____ hours during the class period. (If you agree with the Defendants' estimate, leave blank.)

My signature below is my consent to be bound by the Settlement and Release as described in the Notice enclosed with this Claim Form. **By signing below, I am making my claim for a share of the Settlement and I agree to the information above.** I declare under penalty of perjury under the laws of the State of Nevada that the foregoing information supplied is true:

Signature

Date Signed

Printed Name

(_____) - _____
Daytime Phone Number

_____-_____-_____
Social Security Number (for taxing reporting)

EXHIBIT C

1 **ORDR**
2 Christian Gabroy
3 Nev. Bar No. 8805
4 Kaine Messer
5 Nev. Bar No. 14240
6 GABROY | MESSER
7 The District at Green Valley Ranch
8 170 South Green Valley Parkway
9 Suite 280
10 Henderson, Nevada 89012
11 Tel: (702) 259-7777
12 Fax: (702) 259-7704
13 christian@gabroy.com
14 kmesser@gabroy.com

15 Mark R. Thierman
16 Nev. Bar No. 8285
17 Joshua D. Buck
18 Nev. Bar No. 12187
19 Leah L. Jones
20 Nev. Bar No. 13161
21 Joshua R. Hendrickson
22 Nev. Bar No. 12225
23 THIERMAN BUCK LLP
24 7287 Lakeside Drive
25 Reno, Nevada 89511
26 Tel: (775) 284-1500
27 Fax: (775) 703-5027
28 mark@thiermanbuck.com
josh@thiermanbuck.com
leah@thiermanbuck.com
joshh@thiermanbuck.com

Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

MARIAH MARTIN, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

DED OPS NV LLC d/b/a and a/k/a
WALLFLOWER also d/b/a and a/k/a
WALLFLOWER CANNABIS HOUSE; H
& H MANAGEMENT LLC; DOES 1
through 50; inclusive,

Defendants.

Case No.: A-22-863216-C
Dept. No.: 1

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT**

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Joint Motion For Preliminary Approval Of Class Action Settlement came
3 before this Court, the Honorable Bitu Yeager presiding, on _____, 2023. This
4 Court, having considered the papers submitted in support of the application of the
5 parties, HEREBY ORDERS THE FOLLOWING:

6 1. This Court grants preliminary approval of the Settlement and the
7 Settlement Class based upon the terms set forth in the Joint Stipulation of Settlement
8 (“Settlement” or “Agreement”) filed herewith. The Settlement appears to be fair,
9 adequate and reasonable to the Class.

10 2. The Settlement falls within the range of reasonableness and appears to
11 be presumptively valid, subject only to any objections that may be raised at the final
12 fairness hearing.

13 3. A final fairness hearing on the question of whether the proposed
14 Settlement, attorneys’ fees to Class Counsel, and the Class Representative
15 Enhancement Award should be finally approved as fair, reasonable, and adequate as
16 to the members of the Class is scheduled in accordance with the Implementation
17 Schedule set forth below.

18 4. This Court approves, as to form and content, the Notice of Class Action
19 Settlement (the “Notice”), in substantially the form attached to the Settlement as Exhibit
20 A, and the Claim Form (the “claim Form”), in substantially the form attached to the
21 Settlement as Exhibit B. This Court approves the procedure for Class Members to
22 participate in, to exclude themselves (opt out of), and to object to the Settlement as set
23 forth in the Notice.

24 5. This Court directs the mailing of the Notice and the Claim Form by first
25 class mail to the Class Members in accordance with the Implementation Schedule set
26 forth below and the procedures in the Settlement. This Court finds the dates selected
27 for the mailing and distribution of the Notice, as set forth in the Implementation
28 Schedule, meet the requirements of due process and provide the best notice

1 practicable under the circumstances and shall constitute due and sufficient notice to all
2 persons entitled thereto.

3 6. It is ordered that the Settlement Class is preliminarily certified for
4 settlement purposes only.

5 7. This Court confirms Plaintiff Mariah Martin as Class Representative and
6 Christian Gabroy, Esq., and Kaine Messer, Esq., of Gabroy | Messer and Mark
7 Thierman, Esq., Joshua Buck, Esq., Leah Jones, Esq., and Joshua R. Hendrickson,
8 Esq., of Thierman Buck LLP as Class Counsel.

9 8. This Court confirms _____ as the Claims Administrator.

10 9. To facilitate administration of the Settlement pending final approval, this
11 Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any
12 claims, suits or administrative proceedings (including filing claims with the Nevada
13 Office of the Labor Commissioner) regarding claims released by the Settlement unless
14 and until such Class Members have filed timely valid requests for exclusion with the
15 Claims Administrator and the time for filing claims with the Claims Administrator has
16 elapsed.

17 10. To further facilitate administration of the Settlement pending final
18 approval, this Court hereby stays all discovery pending final approval of the Settlement.
19 All resulting discovery and trial deadlines are hereby vacated.

20 11. This Court orders the following **Implementation Schedule** for further
21 proceedings:

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a.	Deadline for Defendants to Submit Class Member Information to Claims Administrator	10 business days after notice of entry of this Order Granting Approval of Class Action Settlement
c.	Deadline for Claims Administrator to Mail the Notice and Claim Form to Class Members	14 business days after receipt of Defendants' Class Member Information
d.	Deadline for Class Members to postmark and mail Claim Forms or requests for exclusion	30 calendar days after the date of initial mailing of the Notice to Class Members
e.	Deadline for Receipt by Court and Counsel of any Objections to Settlement	30 calendar days after the date of initial mailing of the Notice to Class Members
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorneys' Fees, Costs, and Enhancement Award	_____, 20__ [7 calendar days before Final Fairness Hearing]
g.	Deadline for Class Counsel to File Declaration from Claims Administrator of Due Diligence and Proof of Mailing	_____, 20__ [7 calendar days before Final Fairness Hearing]
h.	Final Fairness Hearing in Department 1	_____, 20__
i.	Deadline for Claims Administrator to provide	5 business days after notice of entry of Final

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	Defendants with total amount to fund the Settlement Account maintained by Claims Administrator	Approval Order
j.	Deadline for Defendant H & H Management LLC to fund the Settlement Account maintained by Claims Administrator	14 business days after the later of the notice of entry of the Final Approval Order and receipt by Defendants of the calculation of payroll tax from the Claims Administrator
k.	Deadline for Claims Administrator to wire transfer the Class Counsel Award for attorneys' fees and actual costs to Class Counsel (if Settlement is Effective)	5 business days after the Effective Date of the Agreement, as defined in that Agreement
l.	Deadline for Claims Administrator to mail the Settlement Awards to Participating Class Members and the Enhancement Award to Class Representative (if Settlement is Effective)	30 days after the Effective Date of the Agreement, as defined in that Agreement
m.	Deadline for Claims Administrator to distribute to itself the Claims Administration Award for claims administration actual	5 business days after the Effective Date of the Agreement, as defined in that Agreement

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	costs (if Settlement is Effective)	
n.	Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	90 calendar days after notice of entry of the Final Approval Order

IT IS SO ORDERED.

Respectfully submitted by:
 GABROY | MESSER

By: _____
 Christian Gabroy
 Nev. Bar No. 8805
 Kaine Messer
 Nev. Bar No. 14240
 170 South Green Valley Parkway
 Suite 280
 Henderson, Nevada 89012

Mark R. Thierman
 Nev. Bar No. 8285
 Joshua D. Buck
 Nev. Bar No. 12187
 Leah L. Jones
 Nev. Bar No. 13161
 Joshua R. Hendrickson
 Nev. Bar No. 12225
 THIERMAN BUCK LLP
 7287 Lakeside Drive
 Reno, Nevada 89511

Attorneys for Plaintiff

Approved as to form and content:
 SUTTON | HAGUE

By: _____
 Jared Hague
 Nev. Bar No. 12761
 6671 South Las Vegas Blvd.
 Suite 210
 Las Vegas, NV 89119

*Attorney for Defendant
 H & H Management LLC*

LAXALT LAW GROUP LTD

By: _____
 Steve Guinn
 Nev. Bar No. 5341
 9790 Gateway Drive
 Suite 200
 Las Vegas, NV 89521

*Attorney for Defendant
 DED Ops NV LLC*

EXHIBIT D

1 **ORDR**
2 Christian Gabroy
3 Nev. Bar No. 8805
4 Kaine Messer
5 Nev. Bar No. 14240
6 GABROY | MESSER
7 The District at Green Valley Ranch
8 170 South Green Valley Parkway
9 Suite 280
10 Henderson, Nevada 89012
11 Tel: (702) 259-7777
12 Fax: (702) 259-7704
13 christian@gabroy.com
14 kmesser@gabroy.com

15 Mark R. Thierman
16 Nev. Bar No. 8285
17 Joshua D. Buck
18 Nev. Bar No. 12187
19 Leah L. Jones
20 Nev. Bar No. 13161
21 Joshua R. Hendrickson
22 Nev. Bar No. 12225
23 THIERMAN BUCK LLP
24 7287 Lakeside Drive
25 Reno, Nevada 89511
26 Tel: (775) 284-1500
27 Fax: (775) 703-5027
28 mark@thiermanbuck.com
josh@thiermanbuck.com
leah@thiermanbuck.com
joshh@thiermanbuck.com

Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

MARIAH MARTIN, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

DED OPS NV LLC d/b/a and a/k/a
WALLFLOWER also d/b/a and a/k/a
WALLFLOWER CANNABIS HOUSE; H
& H MANAGEMENT LLC; DOES 1
through 50; inclusive,

Defendants.

Case No.: A-22-863216-C
Dept. No.: 1

**ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

On _____, 2023, this Court considered the Joint Motion for Final

1 Approval of Class Action Settlement (“Motion”) at hearing.
2 _____, appeared at the hearing on behalf of Plaintiffs, and
3 _____, appeared on behalf of Defendants. Having fully
4 considered the Motion, comments of counsel, the papers and pleadings on file, and all
5 supporting legal authorities, the Court orders as follows:

6 IT IS HEREBY ORDERED THAT:

7 1. The Court adopts the defined terms in the Joint Stipulation of Settlement
8 and Release on file herein (referenced below as the “Settlement” or the “Agreement”).

9 2. This Court has jurisdiction over the subject matter of this litigation and
10 personal jurisdiction over the named-Plaintiff, all settlement class members, and
11 Defendants.

12 3. The Court confirms as final the following settlement class pursuant to
13 Nev. R. Civ. P. 23: “all hourly paid non-overtime exempt persons employed by
14 Defendants in the state of Nevada who earned less than 1 ½ times the applicable
15 minimum wage and who worked over eight (8) hours in a twenty-four (24) hour period
16 and were not paid overtime properly in accordance with Nevada law at any time from
17 December 29, 2019 until [DATE THE COURT GRANTS PRELIMINARY APPROVAL].”

18 4. The Court confirms the appointment of Mariah Martin as the Class
19 Representative and the enhancement payment of \$15,000.00 to Mariah martin, as set
20 forth in the Settlement.

21 5. The Court confirms the appointment of Christian Gabroy, Esq., and Kaine
22 Messer, Esq., of Gabroy | Messer as class counsel for the settlement class and
23 approves their requests for attorneys’ fees of \$76,666.67 and actual litigation costs of
24 \$_____, respectively.

25 6. The class notice was distributed to class members, pursuant to this
26 Court’s orders, and fully satisfied the requirements of Rule 23 of the Nevada Rules of
27 Civil Procedure and any other applicable law.

28 7. Pursuant to Rule 23 of the Nevada Rules of Civil Procedure, the Court

1 grants final approval to this Settlement and finds that the settlement is fair, reasonable,
2 and adequate in all respects, including the attorneys' fees, costs, and enhancement
3 award provisions. The Court specifically finds that the settlement confers a substantial
4 benefit to settlement class members, considering the relative strength of plaintiff's
5 claims and defendants' defenses and the risk, expense, complexity, and duration of
6 further litigation. The response of the class supports settlement approval. _____ class
7 members objected to the settlement and only _____ requested exclusion from the
8 settlement. The Court further finds that the settlement is the result of arms'-length
9 negotiations between experienced counsel representing the interests of both sides,
10 which supports approval of the settlement in accordance with the standards set forth in
11 the joint motion for final approval of settlement.

12 8. The Court finds that, as of the date of this Order, each and every class
13 member has waived and released claims as set forth in the Settlement and Notice of
14 Class Action Settlement (the "Notice").

15 9. The Court finds that the Claims Administrator _____ is entitled to
16 \$_____ for administrative fees.

17 10. The Court directs the parties to effectuate the settlement terms as set
18 forth in the Agreement and the Order Granting Preliminary Approval of Class Action
19 Settlement entered herein on _____ ("Preliminary Approval Order"). Consistent
20 with the Agreement and Preliminary Approval Order, Defendant H & H Management
21 LLC shall fund the settlement account opened and maintained by the Claims
22 Administrator with the appropriate amount due under the Agreement no later than
23 fourteen (14) business days following the later of the notice of entry of this order and
24 the receipt by Defendants of the calculation of the aggregate amount of the payments
25 due under the Agreement, and the Claims Administrator shall calculate and pay the
26 claims of the Participating Class Members in accordance with the terms set forth in the
27 Agreement and Preliminary Approval Order.

28 11. The Complaint is dismissed with prejudice.

1 12. This Court hereby permanently enjoins Plaintiff and all Class Members
2 who have not timely requested exclusion from the Settlement in accordance with the
3 Agreement's terms from filing or prosecuting any claims, suits, or administrative
4 proceedings (including filing claims with the Nevada Office of the Labor Commissioner)
5 regarding claims released by the Settlement. Class Members must withdraw any
6 claims with prejudice.

7 13. The Court retains jurisdiction to enforce the terms of the settlement,
8 including the payment of the settlement fund.

9 **IT IS SO ORDERED.**

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16 Respectfully submitted by:

17 GABROY | MESSER

18 By: _____

19 Christian Gabroy
20 Nev. Bar No. 8805
21 Kaine Messer
22 Nev. Bar No. 14240
23 170 South Green Valley Parkway
24 Suite 280
25 Henderson, Nevada 89012

26 Mark R. Thierman
27 Nev. Bar No. 8285
28 Joshua D. Buck
29 Nev. Bar No. 12187
30 Leah L. Jones
31 Nev. Bar No. 13161
32 Joshua R. Hendrickson
33 Nev. Bar No. 12225
34 THIERMAN BUCK LLP
35 7287 Lakeside Drive
36 Reno, Nevada 89511

37 Attorneys for Plaintiff

38 Approved as to form and content:

39 Sutton | Hague

40 By: _____

41 Jared Hague
42 Nev. Bar No. 12761
43 6671 South Las Vegas Blvd.
44 Suite 210
45 Las Vegas, NV 89119

46 Attorney for Defendant
47 H & H Management LLC

48 Laxalt Law Group LTD

49 By: _____

50 Steve Guinn
51 Nev. Bar No. 5341
52 9790 Gateway Drive
53 Suite 200
54 Las Vegas, NV 89521

55 Attorney for Defendant
56 DED Ops NV LLC

EXHIBIT II

1 **DECL**
2 Christian Gabroy
3 Nev. Bar No. 8805
4 Kaine Messer
5 Nev. Bar No. 14240
6 GABROY | MESSER
7 170 South Green Valley Parkway
8 Suite 280
9 Henderson, Nevada 89012
10 Tel. (702) 259-7777
11 Fax. (702) 259-7704
12 christian@gabroy.com
13 kmesser@gabroy.com

14 Mark R. Thierman
15 Nev. Bar No. 8285
16 Joshua D. Buck
17 Nev. Bar No. 12187
18 Leah L. Jones
19 Nev. Bar No. 13161
20 Joshua R. Hendrickson
21 Nev. Bar No. 12225
22 THIERMAN BUCK LLP
23 7287 Lakeside Drive
24 Reno, Nevada 89511
25 Tel: (775) 284-1500
26 Fax: (775) 703-5027
27 mark@thiermanbuck.com
28 josh@thiermanbuck.com
leah@thiermanbuck.com
joshh@thiermanbuck.com

Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

MARIAH MARTIN, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

DED OPS NV LLC d/b/a and a/k/a
WALLFLOWER also d/b/a and a/k/a
WALLFLOWER CANNABIS HOUSE; H &
H MANAGEMENT LLC; DOES 1 through
50; inclusive,

Defendants.

Case No.: A-22-863216-C
Dept. No.: 1

**DECLARATION OF CHRISTIAN
GABROY IN SUPPORT OF JOINT
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 **DECLARATION OF CHRISTIAN GABROY IN SUPPORT OF JOINT MOTION FOR**
2 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 I, Christian Gabroy, do hereby declare and state as follows:

4 1. The following declaration is based upon my own personal observation
5 and knowledge, and if called upon to testify to the things contained herein, I could
6 competently so testify.

7 2. I am an attorney and founder of Gabroy | Messer and am admitted to
8 practice law in the states of Illinois and Nevada and the United States District Court
9 District of Nevada, the Ninth Circuit Court of Appeals, and the United States Supreme
10 Court.

11 3. I am the attorney of record for Plaintiff Mariah Martin along with my
12 partner Kaine Messer, Esq. and co-counsel at Thierman Buck LLP.

13 4. Attached to the Joint Motion For Preliminary Approval Of Class Action
14 Settlement as Exhibit 1 is a true and correct copy of the Parties' Settlement
15 Agreement.

16 5. I have extensive litigation practice in the wage-and-hour practice since
17 opening my firm here in Nevada in 2008. I have been certified as class counsel in,
18 *inter alia*, our federal court in *Gaspar, et al. v. Supershuttle Las Vegas, LLC*, Case No.
19 2:15-cv-02149-APG-VCF; *Garibay v. Wyndham Vacation Ownership Inc.*, Case No.
20 2:21-cv-00439-JAD-NJK; and *Walden, et al., v. State of NV*, Case No. 3:14-cv-00320-
21 MMD-CSD as well as in Nevada state court in *Zelege v. Ike Gaming, Inc. d/b/a and*
22 *a/k/a El Cortez Hotel and Casino*, Case No. A-18-769220-C, *Baltimore v. LTF Club*
23 *Management Company, LLC*, Case No. A-18-782512-C, *DiMuzio, et al. v. Blazin*
24 *Wings, Inc. d/b/a and a/k/a Buffalo Wild Wings*, Case No. A-18-771424-C, *Greene-*
25 *Lewis v. Hussong's Las Vegas, LLC*, Case No. A-18-771094-C, *Aaron v. Wendy's of*
26 *Las Vegas, Inc. et al*, Case No. A-18-774902-C, *Boschini v. White House Black*
27 *Market, Inc., et al.*, Case No. A-19-803613-C, *Barnett v. WBF McDonald's*
28 *Management LLC*, Case No. A-18-777786-C, *Russum v. Lucky Lucy D LLC, et al.*,
Case No. A-19-795009-C; *Ramirez v. PR Restaurant Management, LLC, et al.*, Case

1 No. A-19-801650-C; *Valencia v. P & M Holdings, LLC*, Case No. A-21-830175-C;
2 *Barth v. Henderson NJ TE LLC*, Case No. A-20-810439-C; *Smith v. Ascenda USA*
3 *Inc.*, Case No. A-20-811554-C; *Hof v. Swing Hard, Inc.*, *Maestas v. Lisa/Carrison*
4 *LTD.*, Case No. A-19-797084-C; *Noguez v. Towne Park, LLC*, Case No. A-20-813315-
5 C; *Kennedy v. Port of Subs, Inc.*, Case No. A-19-800823-C, *Loyal v. Lazy Dog*
6 *Restaurants, LLC*, Case No. A-21-834299-C, *Mizhiritsky v. Casino Job Center, Inc., et*
7 *al.*, Case No. A-19-800466-C; *Dadd v. Sports Clip, Inc.*, Case No. A-21-836630-C; and
8 *Jurasovic v. Archer West Security & Consulting Group, LLC*, Case No. A-22-862686-
9 C.

10 **Case-Specific Information**

11 6. In my opinion, the settlement achieved in this case represents a good
12 result on behalf of the Class. Notwithstanding each Parties' various legal arguments as
13 to the appropriateness of class-wide relief in this action, and the liability and amount
14 owed to class members, the basis for recovery is based upon the total amount of
15 unpaid overtime premium hours worked during the class period. Furthermore, the
16 proposed settlement would release only participating class members' wage and hour
17 claims, not all potential employment claims, in exchange for the financial benefits they
18 receive.

19 7. The Parties have reviewed relevant compensation data and employment
20 and have arrived at a reasonable resolution through a protracted arm's-length
21 negotiation process which included attending private mediation with Hon. Gene T.
22 Porter (Ret.). The negotiations continued into all details of the settlement agreement
23 and ancillary documents.

24 8. As outlined in the Joint Motion for Preliminary Approval, in addition to
25 requesting that the class be conditionally certified, the Parties are also requesting that
26 this Court approve the proposed class notice and claim form, which are attached to the
27 Settlement as Exhibits A and B, respectfully.

28 9. The Settlement provides for a gross settlement amount of \$230,000.00
Subject to the Court's approval, Plaintiff's counsel estimates that the gross settlement

1 amount will break down as follows: \$113,333.33 in estimated settlement funds to the
2 Class; up to \$15,000.00 in settlement administration costs; \$15,000.00 in
3 enhancements to the named-Plaintiff for her participation in the lawsuit; \$76,666.67 in
4 attorneys' fees; and up to \$10,000.00 in actual costs.

5 10. The Settlement represents a significant recovery on behalf of the Class
6 given the risks associated with this case. Plaintiff alleged various causes of action
7 against Defendant for unpaid wages on behalf of herself and all similarly situated
8 individuals under the Nevada Revised Statutes. Specifically, Plaintiff asserted the
9 following claims: (1) Failure to Pay Overtime in Violation of NRS 608.140 and 608.018;
10 (2) Failure to Timely Pay All Wages Due and Owing in Violation of NRS 608.140 and
11 608.020-050, and (3) Injunctive Relief. Plaintiff's legal claims stem from her allegation
12 that she was not paid her full daily overtime when she and others similarly situated
13 worked over 24 hours in a workday, as defined by NRS 608.0126.

14 11. Following the filing of the Complaint, the Parties agreed it would serve
15 their mutual interests and the interest of judicial economy to commence settlement
16 negotiations before engaging in costly, protracted litigation. The Parties then engaged
17 in extensive, months-long settlement negotiations which included the disclosure of
18 extensive class wide data. The Parties' correspondence also included extensive
19 written and telephonic correspondence concerning their respective legal arguments,
20 factual contentions, and data analyses.

21 12. After subtracting out costs, third party administrator fees, enhancements,
22 and attorneys' fees, the net class fund of approximately \$113,333.33 represents over
23 450% of the actual amount overtime wages allegedly owed.

24 13. The enhancement payment of \$15,000 to the named Plaintiff is fair and
25 reasonable. Plaintiff provided significant assistance to counsel through this process
26 and took the risk of bringing this action on behalf of others who were similarly affected.

27 14. Given that the settlement provides to the class for over 450% recovery of
28 the overtime wages potentially owed, and the benefit of a quick and certain payout
(compared to the potential of further litigation including the outcome of class

1 certification, dispositive motions, trial, and any attendant appellate proceedings, all of
2 which are inherently uncertain and likely to consume many more months or years of
3 litigation if the case should continue) to Plaintiff and all members of the class who
4 decide to make a claim, it is the opinion of Plaintiff’s Counsel—myself, my partner
5 Kaine Messer, Esq., and my co-counsel at Thierman Buck LLP as we are all
6 experienced wage and hour class action attorneys—, that the proposed settlement is
7 fair and reasonable and represents a better alternative than continued litigation under
8 all the circumstances.

9 15. The settlement also provides for all the necessary notice and disclosures
10 to the Class Members so that they can make an informed decision about whether to
11 participate, opt-out, or object to the Settlement. The named-Plaintiff’s enhancement
12 and attorneys’ fees and cost award are prominently displayed on the Notice. The claim
13 form is simple and straightforward.

14 16. In sum, it is my opinion that the Settlement is fair, reasonable, and
15 adequate; therefore, I respectfully request that the Settlement be preliminarily
16 approved.

17 I declare under the penalties of NRS § 53.045 under the laws of the United
18 States of America and the State of Nevada that the foregoing is true and correct.

19 Executed on November 8, 2023, in Henderson, Nevada.

20 /s/ Christian Gabroy
21 Christian Gabroy, Esq.
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