

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDG
Mark R. Thierman, Nev. Bar No. 8285
mark@thiermanbuck.com
Joshua D. Buck, Nev. Bar No. 12187
josh@thiermanbuck.com
Leah L. Jones, Nev. Bar No. 13161
leah@thiermanbuck.com
THIERMAN BUCK
325 West Liberty Street
Reno, Nevada 89501
Tel. (775) 284-1500
Fax (775) 703-5027

Christian Gabroy, Nev. Bar No. 8805
christian@gabroy.com
Kaine Messer, Nev. Bar No. 14240
kmesser@gabroy.com
GABROY | MESSER
170 S. Green Valley Pkwy, Suite 280
Henderson, Nevada 89012
Tel. (702) 259-7777
Fax (702) 259-7704

Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

CRISTIAN-LUIS REYES, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

PARKWAY FLAMINGO LLC; DOES 1
through 50, inclusive,

Defendant(s).

Case No.: A-19-803397-C
Dept. No.: 21

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

///
///
///

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Joint Motion for Final Approval of the Class Action Settlement filed by Plaintiff
3 CRISTIAN-LUIS REYES (“Plaintiff”), on behalf of the proposed class, and Defendant
4 PARKWAY FLAMINGO LLC (“Defendant”) (collectively referred to as “the Parties”), came
5 before this Court, the Honorable Judge Tara Clark Newberry presiding, on August 21, 2024 at
6 9:30 a.m. This Court, having considered the papers submitted in support of the Motion, HEREBY
7 ORDERS THE FOLLOWING:

8 1. The Court adopts the defined terms in the Settlement Agreement.

9 2. This Court has jurisdiction over the subject matter of this litigation and personal
10 jurisdiction over all Parties to this action, including all Settlement Class Members.

11 3. The Court confirms as final the following settlement class pursuant to Nev. R.
12 Civ. P. 23(b)(2): “All hourly-paid, non-exempt persons employed by Defendant in Nevada
13 between October 10, 2017, to November 1, 2019, who were paid less than the applicable Nevada
14 minimum wage rate.”

15 4. The Court confirms the appointment of Plaintiff Cristian-Luis Reyes as the Class
16 Representative.

17 5. The Court confirms the appointment of Mark R. Thierman, Esq., Joshua D. Buck,
18 Esq., and Leah L. Jones, Esq. of Thierman Buck, and Christian Gabroy, Esq. and Kaine Messer,
19 Esq. of Gabroy Messer as Class Counsel for the settlement class and approves their requests for
20 attorneys’ fees and litigation costs of \$5,000 and \$1,637, respectively.

21 6. The class notice was distributed to class members, pursuant to this Court’s orders,
22 and fully satisfied the requirements of Nev. R. Civ. P. 23 and all other applicable law.

23 7. Pursuant to Nev. R. Civ. P. 23(f), the Court grants final approval to this settlement
24 and finds that the settlement is fair, reasonable, and adequate in all respects, including the
25 attorneys’ fees and costs. The Court specifically finds that the settlement confers a reasonable
26 benefit to settlement class members, considering the strength of Plaintiff’s claims and
27 Defendant’s defenses and the risk, expense, complexity, and duration of further litigation and
28 potential appeals. The response of the class supports settlement approval. No class members

1 objected to the settlement and no class members requested exclusion from the settlement. The
2 Court further finds that the settlement is the result of arms-length negotiations between
3 experienced counsel representing the interests of both sides, which supports approval of the
4 settlement in accordance with the standards set forth in the Join Motion for Final Approval of
5 Class Action Settlement.

6 8. The Court finds that as of the date of this Order each and every class member has
7 waived and released claims as set forth in the Settlement Agreement and Notice of Class Action
8 Settlement.

9 9. The Court finds that the settlement administrator costs are fair, adequate and
10 reasonable and that ILYM Group, Inc. shall receive \$1,000 in administrative fees.

11 10. The Court directs the parties to effectuate the settlement terms as set forth in the
12 Settlement Agreement and the settlement administrator to calculate and pay the claims of the class
13 members in accordance with the terms set forth in the Settlement Agreement.

14 11. The Court retains jurisdiction to enforce the terms of the settlement, including the
15 payment of the settlement fund.

16 12. This action is dismissed with prejudice, each side to bear its own costs and
17 attorneys' fees except as provided by the Settlement and this Court's order on the Parties' Joint
18 Motion for Final Approval of Class Action Settlement.

19 **IT IS SO ORDERED.**

20 Dated this 22nd day of August, 2024

21 

22
23 **695 FDF 45A7 104A**
24 **Tara Clark Newberry**
25 **District Court Judge**

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Cristian-Luis Reyes, Plaintiff(s) | CASE NO: A-19-803397-C
7 vs. | DEPT. NO. Department 21
8 Parkway Flamingo LLC,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order Granting was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/22/2024

15 Anthony Martin anthony.martin@ogletreedeakins.com
16 Mark Thierman legalfilings@thiermanbuck.com
17 Leah Jones legalfilings@thiermanbuck.com
18 Josh Buck josh@thiermanbuck.com
19 Thierman Buck legalfilings@thiermanbuck.com
20 Molly Rezac molly.rezac@ogletreedeakins.com
21 Vincent Risucci vincent.risucci@ogletree.com
22 Kaine Messer kmesser@gabroy.com
23 Christian Gabroy christian@gabroy.com
24 Legal Assistant assistant@gabroy.com
25 Law Clerk clerk@gabroy.com

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Legal Assistant II

gm.assistant@gabroy.com

Susan Owens

susan.owens@ogletree.com