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EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

TONYA DIMUZIO and MEGAN GRILZ, and all  
others similarly situated,

Plaintiff,

vs.

BLAZIN WINGS, INC. a/k/a AND d/b/a  
BLAZIN WINGS, INC. also a/k/a and d/b/a  
BUFFALO WILD WINGS; DOES 1 through 50;  
inclusive;

Defendants.

Case No.: A-18-771424-C

~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT

1 Plaintiffs Tonya DiMuzio and Megan Grilz (“PLAINTIFFS”) filed a Motion for  
2 Preliminary Approval of a Class Action Settlement and Proposed Settlement Class (the  
3 “Motion”), which was heard on January 3, 2019. In connection with the Motion, the COURT  
4 considered the proposed class action Settlement Agreement (“AGREEMENT”), attached hereto  
5 as **Exhibit 1**, the submissions of counsel, and all other papers filed in this ACTION. This Order  
6 incorporates by reference the definitions in the AGREEMENT, and terms used herein shall have  
7 the same meaning as set forth in the AGREEMENT. The COURT having considered all papers,  
8 having heard oral argument on January 3, 2019, and otherwise being fully informed and good  
9 cause appearing:  
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11 **IT IS HEREBY ORDERED THAT:**

12 1. The provisions of the AGREEMENT are hereby preliminarily approved. The  
13 COURT finds that the SETTLEMENT appears to be fair, adequate, and reasonable to the  
14 CLASS MEMBERS, free of collusion or indicia of unfairness, and within the range of possible  
15 judicial approval. The COURT also finds that the SETTLEMENT resulted from arm’s length  
16 negotiations and is sufficient to warrant the dissemination of CLASS NOTICE to the CLASS  
17 MEMBERS.

18 2. The COURT, for SETTLEMENT purposes only, finds that each of the  
19 requirements for certification of the CLASS set forth in PLAINTIFFS’ Motion are met pursuant  
20 to Nevada Rule of Civil Procedure 23. In support of this ruling, the COURT conditionally and  
21 preliminarily finds that: (a) the CLASS MEMBERS are so numerous that joinder of all members  
22 is impracticable; (b) there are questions of law and fact common to the CLASS MEMBERS; (c)  
23 the CLASS REPRESENTATIVES’ claims are typical of the claims of the CLASS and the  
24 CLASS REPRESENTATIVES and CLASS COUNSEL have adequately represented and will  
25 continue to adequately represent and protect the interests of the CLASS MEMBERS; and (d)  
26 class-wide treatment of the disputes raised in the ACTION is superior to other available methods  
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1 for adjudicating the controversies before this COURT at this time. Manageability issues do not  
2 prevent certification for settlement purposes because there will be no trial.

3 3. Accordingly, pursuant to Nevada Rule of Civil Procedure 23, and for purposes of,  
4 and solely in connection with, the SETTLEMENT, the COURT hereby provisionally certifies the  
5 following CLASS:  
6

7 **All hourly paid non-exempt persons employed by Blazin**  
8 **Wings, Inc. d/b/a Buffalo Wild Wings in the state of Nevada**  
9 **who earned less than 1 1/2 times the applicable minimum**  
10 **wage and who worked over eight (8) hours in a workday at**  
11 **any time within 3 years from March 20, 2018 until the date**  
12 **class information is provided to the Settlement Administrator**  
13 **for the purpose of issuing notice.**

14 4. If the SETTLEMENT is terminated, cancelled, or fails to become effective for  
15 any reason, then provisional certification of the CLASS shall be void. In that event, the  
16 PARTIES and CLASS MEMBERS shall be returned to their respective statuses as of the date  
17 immediately prior to the execution of the AGREEMENT and the PARTIES shall proceed in all  
18 respects as if the AGREEMENT had not been executed and this Order shall not have any bearing  
19 on, nor shall it be admissible in connection with, the issue of whether or not certification would  
20 be appropriate in a non-settlement context.

21 5. The COURT appoints and designates Tonya DiMuzio and Megan Grilz as  
22 CLASS REPRESENTATIVES.

23 6. The COURT appoints and designates the following attorneys as CLASS  
24 COUNSEL for the CLASS:

25 Mark R. Thierman  
26 Joshua D. Buck  
27 Leah L. Jones  
28 THIERMAN BUCK LLP  
7287 Lakeside Drive  
Reno, Nevada  
Tel.: 775-284-1500

Christian Gabroy  
Kaine Messer  
GABROY LAW OFFICES  
170 S. Green Valley Pkwy.

1 Henderson, Nevada 89012  
2 Tel.: 702-259-7777

3 7. The COURT approves, as to form and content, the proposed CLASS NOTICE,  
4 attached as Exhibit C to the AGREEMENT, including the procedure for the CLASS MEMBERS  
5 to object to or request exclusion from the SETTLEMENT and, accordingly, the COURT directs  
6 that CLASS NOTICE be given in the form and manner consistent therewith and this Order.

7 8. The COURT finds that CLASS NOTICE meets the requirements of Nevada Rule  
8 of Civil Procedure 23, and due process, and is the best means practicable of providing notice  
9 under the circumstances and when completed shall constitute due and sufficient notice of the  
10 ACTION, the SETTLEMENT, and the FINAL APPROVAL HEARING to all persons affected  
11 by and/or authorized to participate in the SETTLEMENT.

12 9. The provisions of the AGREEMENT relating to CLASS NOTICE, exclusion  
13 from the SETTLEMENT, objection to the SETTLEMENT, and the FINAL APPROVAL  
14 HEARING are deemed incorporated as if expressly set forth in this Order and have the full force  
15 and effect of an order of this COURT.

16 10. The COURT appoints and designates CPT Group, Inc. as the SETTLEMENT  
17 ADMINISTRATOR.

18 11. The COURT hereby directs the SETTLEMENT ADMINISTRATOR to provide  
19 the approved CLASS NOTICE to the CLASS MEMBERS in accordance with the schedule  
20 below and using the procedures set forth in the AGREEMENT.

21 12. The SETTLEMENT ADMINISTRATOR shall be responsible for:

- 22 a. Receiving, tracking, and organizing the CLASS MEMBER information  
23 provided by BWV and advising counsel for the PARTIES of the status of  
24 same;  
25 b. Following up with BWV with any questions about the CLASS MEMBER  
26 information provided;  
27 c. Translating the CLASS NOTICE and CLAIM FORM into Spanish;  
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- 1 d. Printing and mailing to the CLASS MEMBERS the CLASS NOTICE and  
2 CLAIM FORMS approved by the COURT;  
3  
4 e. Establishing and maintaining the SETTLEMENT WEBSITE;  
5  
6 f. Performing address updates and verifications prior to the first mailing of  
7 the CLASS NOTICE;  
8  
9 g. Performing at least a single Skip Trace address follow up on any returned  
10 mail;  
11  
12 h. Resolving any issues that may arise concerning whether an individual is a  
13 CLASS MEMBER and/or the number of shifts worked by each CLASS  
14 MEMBER;  
15  
16 i. Consulting with counsel for the PARTIES concerning any relevant issue,  
17 including (without limitation) distribution of the CLASS NOTICE, and  
18 payment of SETTLEMENT BENEFITS;  
19  
20 j. Calculation of ESTIMATED NET SETTLEMENT FUND, NET  
21 SETTLEMENT FUND, SETTLEMENT BENEFITS, NET  
22 DISTRIBUTION AMOUNT, PAYROLL TAXES AND REQUIRED  
23 WITHHOLDING, and EMPLOYER TAXES;  
24  
25 k. Keeping track of timely and proper requests for exclusion;  
26  
27 l. Reporting of all taxable amounts on IRS Forms W-2 and 1099 as required,  
28 withholding of PAYROLL TAXES AND WITHHOLDING, and payment  
of EMPLOYER TAXES as applicable, to the appropriate taxing  
authorities in a proper and timely manner including electronic payment or  
reporting requirements imposed by such authorities, if any;  
m. Distributing, by mail or otherwise, and paying SETTLEMENT  
BENEFITS, INCENTIVE AWARDS, FEE AND EXPENSE AWARD,

1 and ADMINISTRATION COSTS as may be ordered by the COURT or as  
2 are otherwise necessary;

3 n. Preparing any declarations that are requested by the PARTIES or the  
4 COURT that are reasonably necessary for FINAL APPROVAL, setting  
5 forth, among other things, the number of CLASS NOTICES sent, the  
6 number of CLASS NOTICES returned, the number of QUALIFIED  
7 CLAIMS made, and any requests for exclusion;

8 o. All tasks assigned to the SETTLEMENT ADMINISTRATOR under the  
9 AGREEMENT; and

10 p. Such other tasks as counsel for the PARTIES agree or the COURT orders  
11 the SETTLEMENT ADMINISTRATOR to perform.  
12

13 13. The Court approves, as to form and content, the proposed template for the  
14 SETTLEMENT WEBSITE attached as Exhibit E to the AGREEMENT and, accordingly, in  
15 accordance with the schedule set forth below, the Court directs the SETTLEMENT  
16 ADMINISTRATOR to establish a website at TBD (the "SETTLEMENT  
17 WEBSITE") to provide information regarding the SETTLEMENT, where the CLASS  
18 MEMBERS can obtain information concerning requesting exclusion from or objecting to the  
19 SETTLEMENT, and how CLASS MEMBERS can submit a CLAIM.

20 14. ADMINISTRATION COSTS incurred by the SETTLEMENT  
21 ADMINISTRATOR in connection with the administration and implementation of the  
22 SETTLEMENT, distribution of CLASS NOTICE pursuant to the AGREEMENT, and any other  
23 tasks assigned to the SETTLEMENT ADMINISTRATOR by the AGREEMENT, by the  
24 PARTIES or by this COURT, shall be paid out of the SETTLEMENT FUND.  
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26 15. Any CLASS MEMBER may choose to submit a written objection to the  
27 SETTLEMENT by filing with the COURT and serving on counsel for the PARTIES a written  
28 statement objecting to the SETTLEMENT in accordance with the instructions set forth in the

1 AGREEMENT and CLASS NOTICE. CLASS MEMBERS who fail to file and serve timely  
2 objections shall be deemed to have waived any objections and shall forever be foreclosed from  
3 making any objection (whether by appeal or otherwise) to the SETTLEMENT and shall be  
4 bound by the SETTLEMENT if finally approved unless the CLASS MEMBER excludes  
5 himself/herself from the SETTLEMENT.  
6

7 16. Any CLASS MEMBER may choose to be excluded from the SETTLEMENT by  
8 submitting to the SETTLEMENT ADMINISTRATOR a written statement requesting exclusion  
9 from the SETTLEMENT in accordance with the instructions set forth in the AGREEMENT and  
10 CLASS NOTICE.

11 17. CLASS MEMBERS who submit valid and timely written requests for exclusion  
12 from the SETTLEMENT in accordance with the instructions set forth in the AGREEMENT and  
13 CLASS NOTICE will not be bound by the AGREEMENT or any order entered by the COURT.

14 18. CLASS MEMBERS who have not requested exclusion by submitting a valid and  
15 timely written request for exclusion in accordance with the instructions set forth in the  
16 AGREEMENT and CLASS NOTICE shall be bound by all determinations of the COURT, the  
17 AGREEMENT, and any ORDER FOR FINAL APPROVAL AND JUDGMENT entered by the  
18 COURT.

19 19. The COURT orders the following schedule as set forth in the AGREEMENT:

- 20 c. Fourteen (14) days following the deadline for BWB to cancel the  
21 SETTLEMENT pursuant to Paragraph 15 of the AGREEMENT, the  
22 SETTLEMENT ADMINISTRATOR shall send a copy of the CLASS  
23 NOTICE and CLAIM FORM to all persons shown by BWB's records to  
24 be CLASS MEMBERS, via First Class U.S. Mail, and make public the  
25 SETTLEMENT WEBSITE.  
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- 1 d. All objections must be filed with the COURT and served on counsel for  
2 the PARTIES by First Class U.S. Mail and postmarked on or before the  
3 sixtieth (60<sup>th</sup>) day following the date CLASS NOTICE is mailed.  
4  
5 e. All requests for exclusion must be mailed by First Class U.S. Mail to the  
6 SETTLEMENT ADMINISTRATOR and postmarked on or before the  
7 sixtieth (60<sup>th</sup>) day following the date CLASS NOTICE is mailed.  
8  
9 f. No later than fourteen (14) days following the  
10 OBJECTION/EXCLUSION DEADLINE, the SETTLEMENT  
11 ADMINISTRATOR shall provide to counsel for the PARTIES in writing  
12 the names of those CLASS MEMBERS who have requested exclusion and  
13 the total number of shifts worked by those CLASS MEMBERS during the  
14 CLASS PERIOD.  
15 g. No later than June 11, 2019, CLASS COUNSEL shall file any motion  
16 for a FEE AND EXPENSE AWARD and INCENTIVE AWARDS.  
17 h. No later than June 11, 2019 CLASS COUNSEL shall file  
18 PLAINTIFFS' motion for FINAL APPROVAL.  
19  
20 i. The SETTLEMENT ADMINISTRATOR shall provide proof of CLASS  
21 NOTICE to the PARTIES no later than thirty (30) days following the  
22 OBJECTION/EXCLUSION DEADLINE and such proof shall be filed  
23 with the COURT prior to the FINAL APPROVAL HEARING.  
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26 20. A FINAL APPROVAL HEARING shall be held before this COURT on  
27 June 18, 2019 at 9:00 a.m./p.m. in Department 4, Regional Justice Center, 200 Lewis  
28 Avenue, Las Vegas, Nevada 89155, to determine all necessary matters concerning the



1 AGREEMENT, including whether the proposed SETTLEMENT is fair, adequate, and  
2 reasonable, whether this COURT should grant FINAL APPROVAL and enter judgment, and  
3 whether there should be any FEE AND EXPENSE AWARD and/or INCENTIVE AWARDS,  
4 and the amounts of any such awards. The COURT may adjourn or continue the FINAL  
5 APPROVAL HEARING without further notice to the SETTLEMENT CLASS.

6  
7 21. Any objecting CLASS MEMBER may appear, in person or by counsel, at the  
8 FINAL APPROVAL HEARING to show cause why the SETTLEMENT and the AGREEMENT  
9 should not be approved as fair, adequate, and reasonable, or to object to any request for a FEE  
10 AND EXPENSE AWARD or INCENTIVE AWARD.

11 22. Nothing in this Order is, or may be construed as, an admission or concession on  
12 any point of fact or law by or against PLAINTIFFS or BWB.

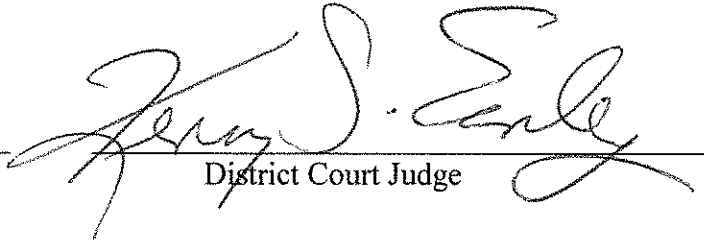
13 23. Pending the final determination of whether the SETTLEMENT should be  
14 approved, all proceedings in this ACTION, except as may be necessary to implement the  
15 SETTLEMENT or comply with the terms of the SETTLEMENT, are hereby stayed.

16 24. Pending the final determination of whether the SETTLEMENT should be  
17 approved, PLAINTIFFS and each CLASS MEMBER, and any person purportedly acting on  
18 behalf of any CLASS MEMBER(S), are hereby enjoined from commencing, pursuing,  
19 maintaining, enforcing, or prosecuting, either directly or indirectly, any Released Claims in any  
20 judicial, administrative, arbitral, or other forum, against any of the Released Parties, provided  
21 that this injunction shall not apply to the claims of any CLASS MEMBERS who have timely and  
22 validly requested to be excluded from the CLASS. Such injunction shall remain in force until  
23 the EFFECTIVE DATE or until such time as the PARTIES notify the COURT that the  
24 SETTLEMENT has been terminated. This injunction is necessary to protect and effectuate the  
25 SETTLEMENT, this Order, and this COURT's authority regarding the SETTLEMENT, and is  
26 ordered in aid of this COURT's jurisdiction and to protect its judgments.  
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1           25.    CLASS COUNSEL, BWW, and the SETTLEMENT ADMINISTRATOR are  
2 directed to carry out their obligations under the AGREEMENT.

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4 **IT IS SO ORDERED.**

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6 Dated: 1-3-2019

  
District Court Judge

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