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10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 OLIVER GREENE-LEWIS, on behalf of
himself and all others similarly situated;

13 Plaintiff,

14 vs.

15 HUSSONG'S LAS VEGAS, LLC d/b/a
16 and a/k/a HUSSONGS LAS VEGAS LLC
also d/b/a and a/k/a HUSSONG'S
17 CANTINA LAS VEGAS; and DOES 1
through 50, inclusive

18 Defendants.

Case No.: A-18-771094-C
Dept. No.: 18

**PROPOSED] ORDER GRANTING JOINT
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

19
20 On September 4, 2019, this Court considered the Joint Motion for Final Approval of
21 Class Action Settlement. Counsel for Plaintiff Oliver Greene-Lewis ("Plaintiff") and Defendant
22 Hussong's Las Vegas, LLC d/b/a and a/k/a Hussongs Las Vegas LLC also d/b/a and aka
23 Hussong's Cantina Las Vegas ("Defendnat" or "Hussong's Las Vegas") appeared at the hearing.
24 Having fully considered the motion, comments of counsel, and all supporting legal authorities,
25 the Court orders as follows:

26 **IT IS HEREBY ORDERED THAT:**

- 27 1. The Court adopts the defined terms in the Settlement Agreement.
- 28 2. This Court has jurisdiction over the subject matter of this litigation and personal

1 jurisdiction over the named-plaintiff, all settlement class members, and defendants.

2 3. The Court confirms as final the following settlement class pursuant to Nev. R.
3 Civ. P. 23(b)(2): "All hourly paid non-exempt persons employed by Defendant in the state of
4 Nevada who 1) earned the lower-tier minimum wage of \$7.25/hr, as opposed to \$8.25/hr, for the
5 time period commencing on March 14, 2016 up to and including the date the Court granted
6 preliminary approval of this Settlement."

7 4. The Court confirms the appointment of Oliver Greene-Lewis as the Class
8 Representative and his enhancement payment of \$2,500.00, as set forth in the Settlement
9 Agreement.

10 5. The Court confirms the appointment of Mark Thierman, Esq., Joshua Buck, Esq.,
11 and Leah Jones, Esq., of Thierman Buck LLP and Christian Gabroy, Esq., and Kaine Messer,
12 Esq., of Gabroy Law Offices as class counsel for the settlement class and approves their
13 attorneys' fees and litigation costs of 15,000.00 and \$10,000.00, respectively.

14 6. The class notice was distributed to class members, pursuant to this Court's orders,
15 and fully satisfied the requirements of Nev. R. Civ. P. 23 and any other applicable law.

16 7. Pursuant to Nev. R. Civ. P. 23(e), the Court grants final approval to this
17 settlement and finds that the settlement is fair, reasonable, and adequate in all respects, including
18 the attorneys' fees, costs, and incentive award provisions. The Court specifically finds that the
19 settlement confers a substantial benefit to settlement class members, considering the strength of
20 plaintiff's claims and the risk, expense, complexity, and duration of further litigation. The
21 response of the class supports settlement approval. Zero class members objected to the
22 settlement and only two requested exclusion from the settlement. The Court further finds that
23 the settlement is the result of arms-length negotiations between experienced counsel representing
24 the interests of both sides, which supports approval of the settlement in accordance with the
25 standards set forth in the joint motion for final approval of settlement.

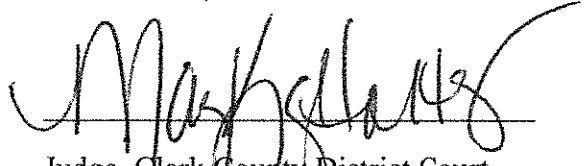
26 8. The Court finds that as of the date of this Order each and every class member has
27 waived and released claims as set forth in the Settlement Agreement and Notice of Class Action
28 Settlement.

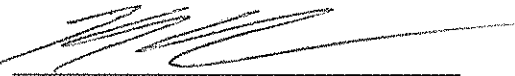
1 10. The Court directs the parties to effectuate the settlement terms as set forth in the
2 Settlement Agreement and the Claims Administrator to calculate and pay the claims of the class
3 members in accordance with the terms set forth in the Settlement Agreement.

4 11. The Complaint is dismissed with prejudice.

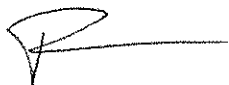
5 12. The Court retains jurisdiction to enforce the terms of the settlement, including the
6 payment of the settlement fund.

7 IT IS SO ORDERED, this 4 day of September, 2019.

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10 
11 Judge, Clark County District Court

12 Approved as to form: 

13 Christian Gabroy
14 Kaine Messer
15 *Counsel for Plaintiff*

16 Approved as to form: 

17 Kimberly Stein
18 F. Thomas Edwards
19 Mikkaela Vellis
20 *Counsel for Defendant*