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13 **UNITED STATES DISTRICT COURT**  
 14 **DISTRICT OF NEVADA**

15 ERNESTO AMADOR, LUIS ANGUIANO  
 and JUAN CARLOS "VICTOR" MARTINEZ  
 16 as individuals, and on behalf of all others  
 similarly situated,  
 17  
 18 **Plaintiffs,**  
 19 v.  
 20 BULLY'S SPORTS BAR & GRILL, INC. a  
 Nevada Corporation, and SHARLING "JO"  
 21 SONNER, an individual,  
 22 **Defendants.**  
 23

CASE NO.: 3:15-CV-00022-HDM-VPC

**STIPULATION TO DISMISS THE  
 CLAIMS OF FLSA COLLECTIVE  
 ACTION GROUP 1 AND 3, WITH  
 PREJUDICE AND ORDER  
 GRANTING SETTLEMENT  
 APPROVAL**

24 Plaintiffs Ernesto Amador and Juan Carlos "Victor" Martinez , on behalf of themselves  
 25 and others similarly-situated who have opted into this matter as members of FLSA Collective  
 26 Action Groups 1 and 3 ("Plaintiffs"), as those groups are defined in the Third Amended  
 27 Complaint, commenced this action on behalf of themselves and those similarly-situated against  
 28 Defendants Bully's Sports Bar & Grill, Inc. ("Bully's") and Sharling "Jo" Sonner ("Sonner")

1 (“Defendants”), seeking alleged unpaid wages and overtime compensation under the Fair Labor  
2 Standards Act (“FLSA”). The Parties have agreed to settle this action on the terms and  
3 conditions set forth in the Settlement Agreement and Release, attached hereto as Exhibit 1. The  
4 Court previously entered Judgment in favor of FLSA Collective Action Group No. 2 via an  
5 accepted Rule 68 offer of Judgment (ECF No. 101). This Court is very familiar with the claims  
6 alleged in this action, the amount of the settlement in the aggregate, the individual amounts paid  
7 to each member of FLSA Collective Action Groups 1 and 3, the scope of the release, the  
8 amount paid to counsel in attorney’s fees and costs, and the other terms and conditions of  
9 Settlement as set forth in Exhibit 1. Specifically, both parties have discussed these issues in detail  
10 with the Court as set forth in ECF No. 174. The Court is also aware of the fact that each of the  
11 Plaintiffs have agreed to the individual settlement amounts reflected in Exhibit 1.

12 Having carefully reviewed the Settlement Agreement and Release, and having reviewed  
13 and determined that the proposed settlement was reached in good faith, meeting the  
14 requirements of fairness, adequacy and reasonableness, the Court hereby **APPROVES** the  
15 Settlement Agreement and Release and **ORDERS** as follows:

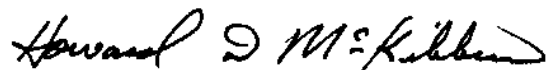
16 1. The Court finds that the Settlement Agreement is within the range of  
17 reasonableness of an FLSA settlement.

18 2. The proposed settlement amount is fair and reasonable, will avoid substantial  
19 costs, delay and risks that would be presented by the further prosecution of the litigation, and  
20 has been reached as the result of arms-length, non-coercive, and non-collusive negotiations  
21 between the Parties. In addition, the Court grants the Fee Award requested in the Settlement  
22 Agreement.

23 3. Accordingly, the Court approves the Parties’ request for approval of the  
24 proposed Settlement, and hereby enters final judgment and dismisses this action with prejudice.

25 **IT IS SO ORDERED.**

26 Dated: March 28, 2018

27 

28 UNITED STATES DISTRICT JUDGE