

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

\* \* \*

SARA SANGUINETTI, RAYMOND D.  
SPEIGHT, DAVID DIETZEL, PATRICIA  
SAAVEDRA, AND NINA S. KUHLMANN,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

NEVADA RESTAURANT SERVICES,  
INC.,

Defendant.

Case No. 2:21-cv-01768-RFB-DJA

Consolidated with: 2:21-cv-01780-RFB-EJY

**ORDER**

Before the Court is Plaintiffs' Renewed Motion for Final Approval of Class Action Settlement for an Award of Attorneys' Fees, Expenses, and Service Awards to Plaintiffs ("Renewed Motion").

Having reviewed and considered the Settlement Agreement, as amended by the Parties by way of an addendum to raise the cap on Alternative Cash Payments to \$250,000, and to lower the combined amount of attorneys' fees and expense requested to \$246,442, the prior Motion for Final Approval (ECF 124), the prior Motion for Attorneys' Fees (ECF 123), the Renewed Motion (ECF 132), and having conducted Final Approval Hearings on November 18, 2024 and June 12, 2025, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

**WHEREAS**, on May 28, 2024, the Court entered an Order Granting Preliminary

1 Approval of Class Action Settlement (“Preliminary Approval Order”) (Doc. No. 114) which,  
2 among other things: (a) conditionally certified this matter as a class action, including  
3 defining the class and class claims, (b) appointed Plaintiffs Sara Sanguinetti, Raymond D.  
4 Speight, David Dietzel, and Nina S. Kuhlmann as the Class Representatives and appointed  
5 David Lietz and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC; M.  
6 Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A Professional Corp.; Jean  
7 Martin of Morgan & Morgan; and Geroge Haines and Gerardo Avalos of Freedom Law Firm,  
8 Michael Kind of Kind Law, and David Wise and Joseph Langone of Wise Law Firm, PLC. as  
9 Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and  
10 manner of Notice to the Settlement Class; (e) set deadlines for opt-outs and objections; (f)  
11 approved and appointed the Claims Administrator; and (g) set the date for the Final Fairness  
12 Hearing;  
13

14  
15 **WHEREAS**, on June 18, 2024, pursuant to the Notice requirements set forth in the  
16 Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified  
17 of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to  
18 opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to  
19 be heard at a Final Approval Hearing;  
20

21 **WHEREAS**, on August 27, 2024, at the suggestion of both Plaintiffs’ and Defendant’s  
22 counsel, an additional reminder mailing was sent to the Settlement Class. This reminder notice  
23 included a tear-off claim form in addition to the short notice;  
24

25 **WHEREAS**, on November 18, 2024, and June 12, 2025, the Court held a Final Approval  
26 Hearing to determine, inter alia: (1) whether the terms and conditions of the Settlement  
27 Agreement (as amended by the Parties) are fair, reasonable, and adequate for the release of the  
28

1 claims contemplated by the Settlement Agreement; and (2) whether a final judgment and order  
2 of dismissal with prejudice should be entered. Prior to the Final Fairness Hearings, a  
3 declaration of compliance with the provisions of the Settlement Agreement and Preliminary  
4 Approval Order relating to notice was filed with the Court as required by the Preliminary  
5 Approval Order;  
6

7 **WHEREAS**, subsequent to the November 18, 2024 Final Approval Hearing, the Parties  
8 mutually agreed to raise the cap on Alternative Cash Payments to \$250,000, and agreed to lower  
9 the amount of combined attorneys' fees and expenses requested to \$246,442 (ECF 130);  
10

11 **WHEREAS**, on March 3, 2025, the Court denied the initial motion for final approval and  
12 attorneys' fee motion (ECF 123 and 124) without prejudice and with leave to renew the motions  
13 to reflect the newly agreed upon terms relating to the Alternative Payment Cap and the attorneys'  
14 fees and expenses (ECF 131);  
15

16 The Court is satisfied that Settlement Class Members were properly notified of their right  
17 to appear at the November 18, 2024 and June 12, 2025 Final Fairness Hearings in support of or  
18 in opposition to the proposed Settlement Agreement, the award of attorneys' fees, costs, and  
19 expenses to Class Counsel, and the payment of a Service Award to the Class Representatives;  
20

21 **WHEREAS**, the Court not being required to conduct a trial on the merits of the case or  
22 determine with certainty the factual and legal issues in dispute when determining whether to  
23 approve a proposed class action settlement; and

24 **WHEREAS**, the Court being required under Federal Rule of Civil Procedure 23(e) to  
25 make the findings and conclusions hereinafter set forth for the limited purpose of determining  
26 whether the settlement should be approved as being fair, reasonable, adequate and in the best  
27 interests of the Settlement Class;  
28

1 Having given an opportunity to be heard to all requesting persons in accordance with the  
2 Preliminary Approval Order, having heard the presentation of Class Counsel and counsel  
3 for Defendant, having heard testimony from Settlement Class Members who appeared at the  
4 November 18, 2024 Final Approval hearing, having reviewed all of the submissions  
5 presented with respect to the proposed Settlement Agreement, having determined that the  
6 Settlement Agreement – with the Parties’ agreed upon amendment to raise the cap on  
7 Alternative Cash Payments to \$250,000 and to reduce the combined attorneys’ fees and expenses  
8 requested to \$246,442 – is fair, adequate, and reasonable, having considered the renewed  
9 application made by Settlement Class Counsel for attorneys’ fees, costs, and expenses, and  
10 the application for a Service Award to the Representative Plaintiffs, and having reviewed  
11 the materials in support thereof, and good cause appearing:  
12

13  
14 **IT IS ORDERED** that:

15 1. The Court has jurisdiction over the subject matter of this action and over all  
16 claims raised therein and all Parties thereto, including the Settlement Class.

17 2. The Settlement involves allegations in Plaintiffs’ Amended Consolidated Class  
18 Action Complaint against Defendant for failure to implement or maintain adequate data security  
19 measures and safeguards to protect Private Information, which Plaintiffs allege directly and  
20 proximately caused injuries to Plaintiffs and Settlement Class Members.  
21

22 3. The Settlement does not constitute an admission of liability by Defendant, and the  
23 Court expressly does not make any finding of liability or wrongdoing by Defendant.  
24

25 4. Unless otherwise indicated, words spelled in this Final Approval Order with  
26 initial capital letters have the same meaning as set forth in the Settlement Agreement.  
27  
28

1           5.       The Court, having reviewed the terms of the Settlement Agreement submitted by  
2       the Parties pursuant to Federal Rule of Civil Procedure 23(e)(2), grants final approval of the  
3       Settlement Agreement and for purposes of the Settlement Agreement and this Final  
4       Judgment and Order of Dismissal with Prejudice only, the Court hereby finally certifies the  
5       following Settlement Class:  
6

7                   all persons who were mailed notice by NRS that their personal and/or  
8                   financial information was impacted in a data incident occurring on or before  
9                   January 16, 2021.

10           Specifically excluded from the Settlement Class are:

11                   NRS, any Related Entities, and their officers and directors; (ii) all  
12                   Settlement Class Members who timely and validly request exclusion from the  
13                   Settlement Class; (iii) any judges assigned to this case and their staff and family;  
14                   and (iv) any other Person found by a court of competent jurisdiction to be guilty  
15                   under criminal law of initiating, causing, aiding or abetting the criminal activity  
16                   occurrence of the Data Incident or who pleads *nolo contendere* to any such  
17                   charge.

18           6.       The Settlement was entered into in good faith following arm's length negotiations  
19       and is non-collusive. The Settlement is in the best interests of the Settlement Class and is  
20       therefore approved. The Court finds that the Parties faced significant risks, expenses,  
21       delays, and uncertainties, including as to the outcome, including on appeal, of continued  
22       litigation of this complex matter, which further supports the Court's finding that the  
23       Settlement Agreement is fair, reasonable, adequate, and in the best interests of the  
24       Settlement Class Members. The Court finds that the uncertainties of continued litigation in both  
25       the trial and appellate courts, as well as the expense associated with it, weigh in favor of  
26       approval of the settlement reflected in the Settlement Agreement.

27           7.       The Settlement Agreement provides, in part, and subject to a more detailed  
28       description of the settlement terms in the Settlement Agreement, for:

          a.       Claims Administration as outlined in the Settlement Agreement whereby

1 Settlement Class Members can submit claims that will be evaluated by a Claims  
2 Administrator.

3 b. Defendant to pay all costs of Claims Administration including the  
4 cost of the Claims Administrator, instituting Notice, processing and administering  
5 claims, and preparing and mailing checks.

6 c. Defendant to pay, subject to the approval and award of the Court,  
7 the reasonable attorneys' fees, costs, and expenses of Class Counsel and a Service  
8 Award to the Class Representatives.

9  
10 8. The Court readopts and incorporates herein by reference its preliminary  
11 conclusions as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) set  
12 forth in the Preliminary Approval Order and notes that because this certification of the  
13 Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court  
14 need not address any issues of manageability that may be presented by certification of the class  
15 proposed in the Settlement Agreement.

16  
17 9. The terms of the Settlement Agreement – as amended to raise the cap on  
18 Alternative Cash Payments to \$250,000 and to reduce the combined attorneys' fees and expenses  
19 requested to \$246,442 – are fair, adequate, and reasonable and are hereby approved, adopted, and  
20 incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class  
21 Members under the Settlement, the Final Fairness Hearings, Plaintiffs' application for attorneys'  
22 fees, costs, and expenses, and the Service Award payment to the Class Representatives have  
23 been provided to Settlement Class Members as directed by this Court's Orders, and proof of  
24 Notice has been filed with the Court.

1           10. The Court finds that the notice program, set forth in the Settlement Agreement  
2 and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable  
3 under the circumstances, was reasonably calculated to provide and did provide due and sufficient  
4 notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class  
5 for settlement purposes only, the existence and terms of the Settlement Agreement, and their  
6 right to object and to appear at the final approval hearing or to exclude themselves from the  
7 Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure,  
8 the United States Constitution, and other applicable law.  
9

10           11. The Court finds that Defendant has fully complied with the notice requirements of  
11 the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.  
12

13           12. As of the Opt-Out deadline, no Settlement Class Members have requested to be  
14 excluded from the Settlement.  
15

16           13. No timely or untimely objections were filed by Settlement Class Members.  
17

18           14. All Settlement Class Members who have not objected to the Settlement  
19 Agreement in the manner provided in the Settlement Agreement are deemed to have waived any  
20 objections by appeal, collateral attack, or otherwise.  
21

22           15. Multiple Settlement Class Members and their family members appeared at the  
23 November 18, 2024 Final Approval Hearing. The Court took time to afford each of these persons  
24 an opportunity to speak on the record. Having listened carefully to the testimony of those  
25 individuals who appeared at the Final Approval Hearing, and having considered the substance of  
26 this testimony, the Court finds that none of these Settlement Class Members presented a valid  
27 basis to object to this Settlement, and these oral objections are overruled.  
28

1           16. The Court has considered all the documents filed in support of the Settlement, and  
2 has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at  
3 the Final Approval Hearing, all other papers and documents comprising the record herein, and  
4 all oral arguments presented to the Court.  
5

6           17. The Parties, their respective attorneys, and the Claims Administrator are hereby  
7 directed to consummate the Settlement in accordance with this Final Judgment and Order of  
8 Dismissal with Prejudice and the terms of the Settlement Agreement.  
9

10           18. Pursuant to the Settlement Agreement, Defendant, the Claims Administrator, and  
11 Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

12           19. Within the time period set forth in the Settlement Agreement, the relief provided  
13 for in the Settlement Agreement shall be made available to the various Settlement Class  
14 Members submitting valid Claim Forms, pursuant to the terms and conditions of the  
15 Settlement Agreement.  
16

17           20. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and  
18 the Settlement Class Members release claims as follows:

19           Upon Final Approval of this Settlement Agreement, Settlement Class  
20 members release all causes of action and claims for relief that have been asserted,  
21 or could have been asserted, by any Settlement Class Member, including  
22 Representative Plaintiffs, against any of the Released Parties based on, relating to,  
23 concerning, or arising out of the Incident, the alleged compromising and/or theft  
24 of Personal Information as a result of the Incident, and the allegations, facts, or  
25 circumstances described in the Complaint and the Litigation including, but not  
26 limited to negligence; negligence per se; breach of contract; breach of implied  
27 contract; breach of fiduciary duty; breach of confidence; invasion of privacy;  
28 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment;  
bailment; wantonness; failure to provide adequate notice pursuant to any breach  
notification statute or common law duty; and including any claims for relief  
including, but not limited to, any and all claims for damages, injunctive relief,  
disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses,  
pre-judgment interest, credit monitoring services, the creation of a fund for future  
damages, statutory damages, punitive damages, special damages, exemplary



1 damages, restitution, the appointment of a receiver, and any other form of relief.  
2 Released Claims shall not include the right of any Settlement Class Member or  
3 any of the Released Persons to enforce the terms of the settlement contained in the  
4 Settlement Agreement, and shall not include the claims of Settlement Class  
5 Members who have timely excluded themselves from the Settlement Class.

6 21. The Court grants final approval to the appointment of Plaintiffs as Class  
7 Representatives. The Court concludes that Class Representatives have fairly and adequately  
8 represented the Settlement Class and will continue to do so.

9 22. Pursuant to the Settlement Agreement, and in recognition of their efforts on  
10 behalf of the Settlement Class, the Court approves a payment to the Class Representatives in the  
11 amount of \$2500 each as a Service Award (for a total of \$10,000). Defendant shall make such  
12 payment in accordance with the terms of the Settlement Agreement.

13 23. The Court grants final approval to the appointment of David Lietz and Gary  
14 Klinger of Milberg Coleman Bryson Phillips Grossman PLLC; M. Anderson Berry and Gregory  
15 Haroutunian of Clayco C. Arnold, A Professional Corp.; Jean Martin of Morgan & Morgan; and  
16 Gerooge Haines and Gerardo Avalos of Freedom Law Firm, Michael Kind of Kind Law, and  
17 David Wise and Joseph Langone of Wise Law Firm, PLC. as Class Counsel. The Court  
18 concludes that Class Counsel has adequately represented the Settlement Class and will continue  
19 to do so.

20 24. The Court, after careful review of the fee petition filed by Class Counsel, and  
21 after applying the appropriate standards required by relevant case law, hereby grants Class  
22 Counsel's application for combined attorneys' fees and out-of-pocket case expenses in the  
23 amount of \$246,442.00. The Court notes that included in that combined amount is \$18,711.29 in  
24 litigation expenses, meaning that the attorneys' fees awarded are \$227,730.71. Payment shall be  
25 made pursuant to the terms of the Settlement Agreement.  
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1           25. This Final Judgment and Order of Dismissal with Prejudice and the Settlement  
2 Agreement, and all acts, statements, documents, or proceedings relating to the Settlement  
3 Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an  
4 admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any  
5 wrongdoing, any violation of law, or any liability of any kind on the part of Defendant's or of the  
6 validity or certifiability for litigation of any claims that have been, or could have been, asserted  
7 in the lawsuit. This Final Judgment and Order of Dismissal with Prejudice, the Settlement  
8 Agreement, and all acts, statements, documents, or proceedings relating to the Settlement  
9 Agreement shall not be offered or received or be admissible in evidence in any action or  
10 proceeding, or be used in any way as an admission or concession or evidence of any liability or  
11 wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person  
12 has suffered any damage; provided, however, that the Settlement Agreement and this Final  
13 Judgment and Order of Dismissal with Prejudice may be filed in any action by Defendant, Class  
14 Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the  
15 Final Judgment and Order of Dismissal with Prejudice (including, but not limited to,  
16 enforcing the releases contained herein). The Settlement Agreement and Final Judgment  
17 and Order of Dismissal with Prejudice shall not be construed or admissible as an admission by  
18 Defendant that Plaintiff's' claims or any similar claims are suitable for class treatment. The  
19 Settlement Agreement's terms shall be forever binding on, and shall have res judicata and  
20 preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims  
21 and other prohibitions set forth in this Final Judgment and Order of Dismissal with Prejudice that  
22 are maintained by, or on behalf of, any Settlement Class Member or any other person subject to  
23 the provisions of this Final Judgment and Order of Dismissal with Prejudice.  
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1           26. If the Effective Date, as defined in the Settlement Agreement, does not  
2 occur for any reason, this Final Judgment and Order of Dismissal with Prejudice and the  
3 Preliminary Approval Order shall be deemed vacated, and shall have no force and effect  
4 whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties'  
5 obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final  
6 Judgment and Order of Dismissal with Prejudice and the terms and provisions of the Settlement  
7 Agreement shall have no further force and effect with respect to the Parties and shall not be used  
8 in the Litigation or in any other proceeding for any purpose, and any judgment or order entered  
9 by the Court in accordance with the terms of the Settlement Agreement shall be treated as  
10 vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the  
11 Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to  
12 any of the Parties' respective positions on the issue of class certification or any other issue). In  
13 such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably  
14 extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such  
15 event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement  
16 Class, and Claims Administration, and will not, at any time, seek recovery of same from any  
17 other Party to the Litigation or from counsel to any other Party to the Litigation.


21           27. Pursuant to Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 382 (1994)  
22 and the parties' agreement, this Court shall retain the authority to issue any order necessary to  
23 protect its jurisdiction from any action, whether in state or federal court.

25           28. Without affecting the finality of this Final Judgment and Order of Dismissal with  
26 Prejudice, the Court will retain jurisdiction over the subject matter and the Parties with respect to  
27 the interpretation and implementation of the Settlement Agreement for all purposes.  
28

29. This Order resolves all claims against all Parties in this action and is a final order.

30. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

**DATED:** June 27, 2025.

  
**RICHARD F. BOULWARE, II**  
**UNITED STATES DISTRICT JUDGE**