

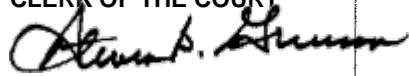
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Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-19-800608-C
Department 28

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

CHASE STRULOEFF, on behalf of
herself and all others similarly situated;

Plaintiff,

vs.

BARTH CORDELL, INC. d/b/a and a/k/a
FAVORITE BISTRO; ADVANSTAFF,
INC.; DOES 1 through 50, inclusive,

Defendants.

Case No.
Dept.:

CLASS ACTION COMPLAINT

**Arbitration Exemption Claimed:
Class Action**

- 1) Failure to Pay Minimum Wages in Violation of the Nevada Constitution;
- 2) Failure to Pay Overtime in Violation of NRS 608.018 and 608.140;
- 3) Failure to Timely Pay All Wages Due and Owing in Violation of NRS 608.020-050 and 608.140; and,
- 4) Injunctive Relief.

**LIEN REQUESTED PURSUANT TO
NRS 608.050**

JURY TRIAL DEMANDED

1 **CLASS ACTION COMPLAINT**

2 COMES NOW Plaintiff Chase Struloeff, on behalf of herself and all others similarly
3 situated and alleges the following:

4 All allegations in the Complaint are based upon information and belief except for
5 those allegations that pertain to the Plaintiff named herein and her counsel. Each
6 allegation in the Complaint either has evidentiary support or is likely to have evidentiary
7 support after a reasonable opportunity for further investigation and discovery.

8 **JURISDICTION AND VENUE**

9 1. This Court has original jurisdiction over the state law claims alleged herein
10 because the amount in controversy exceeds \$15,000 and a party seeking to recover
11 unpaid wages has a private right of action pursuant to the Nevada Constitution, Article 15
12 Section 16, and Nevada Revised Statute ("NRS") Chapter 608. *See Neville v. Eighth*
13 *Judicial Dist. Court in & for County of Clark*, 406 P.3d 499, 502 (Nev. 2017).

14 2. Plaintiff also claims a private cause of action to foreclose a lien against the
15 property owner for wages due pursuant to NRS 608.050.

16 3. Venue is proper in this Court because the Defendants named herein
17 maintain a principal place of business or otherwise are found in this judicial district and
18 many of the acts complained of herein occurred in Clark County, Nevada.

19 **PARTIES**

20 4. Plaintiff Chase Struloeff ("Plaintiff" or "Struloeff") is a person who is and was
21 a resident of the State of Nevada and was employed by Defendants as a non-exempt
22 hourly employee from May of 2019 to August of 2019.

23 5. Defendant Barth Cordell, Inc. is a domestic limited-liability company
24 registered with the Nevada Secretary of State.

25 6. Defendant Barth Cordell, Inc. holds the fictitious firm name for Favorite
26 Bistro with Clark County.

27 7. At all relevant times, Defendant Barth Cordell, Inc. d/b/a and a/k/a Favorite
28 Bistro was doing business in this Judicial District in Clark County, Nevada where the

1 subject incidences occurred.

2 8. At all relevant times, Defendant Barth Cordell, Inc. d/b/a and a/k/a Favorite
3 Bistro was Plaintiff's employer.

4 9. Defendant Advanstaff, Inc. is a domestic corporation registered with the
5 Nevada Secretary of State.

6 10. At all relevant times, Defendant Advanstaff, Inc. was doing business in this
7 Judicial District in Clark County, Nevada where the subject incidences occurred.

8 11. At all relevant times, Defendant Advanstaff, Inc. was Plaintiff's employer.

9 12. At all relevant times, each Defendant was an agent, employee, joint-
10 venturer, shareholder, director, member, co-conspirator, alter ego, master, or partner of
11 each of the other Defendants, and at all times mentioned herein were acting within the
12 scope and course and in pursuance of his, her, or its agency, joint venture, partnership,
13 employment, common enterprise, or actual or apparent authority in concert with each
14 other and the other Defendants.

15 13. At all relevant times, the acts and omissions of Defendants concurred and
16 contributed to the various acts and omissions of each and every one of the other
17 Defendants in proximately causing the complaints, injuries, and damages alleged herein.
18 At all relevant times herein, Defendants approved of, condoned and/or otherwise ratified
19 each and every one of the acts or omissions complained of herein. At all relevant times
20 herein, Defendants aided and abetted the acts and omissions of each and every one of
21 the other Defendants thereby proximately causing the damages as herein alleged.

22 14. The Defendants named herein are the employers of the Plaintiff and all
23 Class Members alleged herein. The Defendants are employers engaged in commerce
24 under the provisions of NRS 608.011. The identity of DOES 1-50 is unknown at the time
25 and the Complaint will be amended at such time when the identities are known to Plaintiff.
26 Plaintiff is informed and believes that each Defendant sued herein as DOE is responsible
27 in some manner for the acts, omissions, or representations alleged herein and any
28

1 reference to "Defendant" or "Defendants" herein shall mean "Defendants and each of
2 them."

3 **FACTUAL ALLEGATIONS**

4 **The Named-Plaintiff**

5 15. Plaintiff Struloeff was employed by Defendant Barth Cordell, Inc. d/b/a and
6 a/k/a Favorite Bistro and Defendant Advanstaff, Inc. (together "Defendants") as a server
7 from May of 2019 to August of 2019.

8 16. Plaintiff was classified as an hourly non-exempt employee of Defendants
9 who was paid an hourly rate of pay of \$7.25.

10 17. Plaintiff was scheduled for and worked at least 8-hour workdays.

11 **Defendants' Policy of Failing to Offer or Provide Health Insurance Benefits Less**

12 **Than 10% of Employees' Total Gross Income**

13 18. Defendants maintain an unlawful payment practice of paying Plaintiff and
14 all other similarly situated employees less than the applicable minimum and overtime
15 wage rate even though Defendants do not offer or provide insurance that is less than 10%
16 of the total gross income of Plaintiff and other similarly situated employees.

17 19. For instance, on the pay period ending May 19, 2019, (a true and correct
18 copy of Plaintiff's earnings statement is attached hereto as Exhibit I) Defendants paid
19 Plaintiff a total gross taxable income \$184.04 in minimum and overtime wages (\$175.67
20 in minimum wages for 24.23 regular hours worked and \$8.37 in overtime wages for 0.77
21 overtime hours worked during the pay period). Tips are not included in the calculation of
22 an employee's total gross taxable income. *See MDC Restaurants, LLC et al v. The Eighth*
23 *Judicial Dist. Court*, 132 Nev. Op. 76 (Oct. 27, 2016). During that same period of time
24 (and indeed during her entire employment), Plaintiff was not offered or provided with
25 health benefits of less than the 10% maximum percentage for an employer to qualify for
26 the lower-tier minimum wage payment. Accordingly, Defendants failed to compensate
27 Plaintiff at the correct legal higher-tier minimum wage rate of \$8.25 per non-overtime hour
28

1 and \$12.38 per overtime hour worked. Defendants therefore underpaid Plaintiff \$25.39
2 during that pay period.

3 20. Similarly, on the pay period ending June 16, 2019, (a true and correct copy
4 of Plaintiff's earnings statement is attached hereto as Exhibit II) Defendants paid Plaintiff
5 a total gross taxable income of \$402.78 in minimum and overtime wages (\$391.14 in
6 minimum wages for 53.95 regular hours worked and \$11.54 in overtime wages for 1.07
7 overtime hours worked during the pay period). During that same period of time (and
8 indeed during her entire employment), Plaintiff was not offered or provided with health
9 benefits of less than the 10% maximum percentage for an employer to qualify for the
10 lower-tier minimum wage payment. Accordingly, Defendants failed to compensate
11 Plaintiff at the correct legal higher-tier minimum wage rate of \$8.25 per non-overtime hour
12 and \$12.38 per overtime hour worked. Defendants therefore underpaid Plaintiff \$55.56
13 during that pay period.

14 21. The policies and practices of Defendants at all relevant times have been
15 substantially similar, if not identical, for all employees. Defendants also purportedly paid
16 the lower-tier minimum wage rate to putative class members even though they did not
17 offer health insurance to employees at a cost of 10% or less than their gross earnings.

18 22. Defendants are legally required to maintain all itemized pay statements that
19 will demonstrate the amount of health insurance premiums paid by Plaintiff and all
20 putative class member and the resulting amount of wages underpaid to Plaintiff and all
21 members of the putative class during the entire period of time at issue in this case.

22 **CLASS ACTION ALLEGATIONS**

23 23. Plaintiff realleges and incorporates by this reference all the paragraphs
24 above in this Complaint as though fully set forth herein.

25 24. Plaintiff brings this action on behalf of herself and all others similarly situated
26 employees as a class action under Rule 23 of the Nevada Rules of Civil Procedure.

27 25. The **Classes** are defined as follows:

28 A. **Minimum Wage Class:** "All hourly paid non-exempt persons

1 employed by Defendants who were paid less than \$8.25 per non-
2 overtime hour worked in the state of Nevada within 2 years from the
filing of this complaint until judgment.”

3 **B. Overtime Class:** “All hourly paid non-exempt persons
4 employed by Defendants who were paid less than \$12.38 per
overtime hour worked in the state of Nevada within 3 years from the
5 filing of this complaint until judgment.”

6 **C. Waiting Time Penalty Class:** “All members of the Minimum
7 Wage and/or Overtime Wage Classes who are former employees of
Defendants.”

8 26. Class treatment is appropriate under Rule 23’s class certification
9 mechanism because:

10 **A. The Classes are Sufficiently Numerous:** Upon information and belief,
11 Defendants employ, and have employed, in excess 40 Minimum Wage, Overtime, and
12 Waiting Time Penalty Class Members within the applicable time period. Because
13 Defendants are legally obligated to keep accurate payroll records, Plaintiff alleges that
14 Defendants’ records will establish the members of these Classes as well as their
15 numerosity.

16 **B. Plaintiff’s Claims are Typical to Those of Fellow Class Members:**
17 Each Class Member is and was subject to the same practices, plans, or policies as
18 Plaintiff: (1) Whether Defendants can meet their burden of demonstrating that Plaintiff
19 and Minimum Wage Class Members were only entitled to receive the lower tier minimum
20 wage rate; (2) Whether Defendants can meet their burden of demonstrating that Plaintiff
21 and Overtime Class Members were only entitled to receive the lower tier overtime wage
22 rate; (3) Whether Plaintiff and members of the Waiting Time Penalty Class are entitled to
23 waiting time penalties for the failure to pay them minimum, regular, and overtime wages
24 owed.

25 **C. Common Questions of Law and Fact Exist:** Common questions of
26 and fact exist and predominate as to Plaintiff and the Class Members, including, without
27 limitation: Whether Defendants offered health insurance to Plaintiff and Class Members
28 that was no more than 10% of employees’ gross taxable income and whether Defendants

1 failed to pay the Waiting Time Penalty Class Members all their wages due and owing in
2 violation of NRS 608.020-050.

3 D. Plaintiff is Adequate Representative of the Class: Plaintiff will fairly
4 and adequately represent the interests of the Class because Plaintiff is a member of all
5 the Classes, she has issues of law and fact in common with all members of the Classes,
6 and her interests are not antagonistic to Class members. Plaintiff and her counsel are
7 aware of their fiduciary responsibilities to Class Members and are determined to
8 discharge those duties diligently by vigorously seeking the maximum possible recovery
9 for Class Members.

10 E. Predominance/Superior Mechanism: Class claims predominate and
11 a class action is superior to other available means for the fair and efficient adjudication
12 of this controversy. Each Class Member has been damaged and is entitled to recovery
13 by reason of Defendants' illegal policy and/or practice of failing to compensate their
14 employees in accordance with Nevada wage and hour law. The prosecution of individual
15 remedies by each Class Member will tend to establish inconsistent standards of conduct
16 for Defendants and result in the impairment of Class Members' rights and the disposition
17 of their interest through actions to which they were not parties.

18 **FIRST CAUSE OF ACTION**
19 **Failure to Pay Minimum Wages in Violation of the Nevada Constitution**
(On Behalf of Plaintiff and the Minimum Wage Class Against Defendants)

20 27. Plaintiff realleges and incorporates by this reference all the paragraphs
21 above in this Complaint as though fully set forth herein.

22 28. Article 15 Section 16 of the Nevada Constitution sets forth the requirements
23 the minimum wage requirements in the State of Nevada ("MWA"). The MWA sets forth a
24 two-tiered minimum wage, which were set at \$7.25 and \$8.25 for the relevant time period
25 covered in this action.

26 29. In order to pay the lower tier minimum wage amount, an employer must
27 offer health benefits to its employees and the dependents of the employees "at a total
28 cost to the employee for premiums of not more than 10 percent of the employee's gross

1 taxable income from the employer.”

2 30. As alleged herein, Defendants paid Plaintiff and all other members of the
3 Class at the lower-tier minimum wage rate but have failed to offer health benefits to their
4 employees and the employees’ dependents at a total cost to the employee for premiums
5 of not more than 10% of the employees’ gross taxable income.

6 31. By unlawfully paying Plaintiff and members of the Class less than the
7 applicable minimum wage rate of \$8.25, Defendants have failed to compensate Plaintiff
8 and members of the Class at the minimum wage rate for all the hours that they worked
9 pursuant to the Nevada Constitution.

10 32. Wherefore, Plaintiff demands for herself and for all other Class Members
11 that Defendants pay Plaintiff and Class Members their unpaid minimum wages for all
12 hours worked during the relevant time period alleged herein together with attorneys’ fees,
13 costs, interest, and punitive damages, as provided by law.

14 **SECOND CAUSE OF ACTION**
15 **Failure to Pay Overtime Wages in Violation of NRS 608.018 and 608.140**
16 **(On Behalf of Plaintiff and the Overtime Class Against Defendants)**

17 33. Plaintiff realleges and incorporates by this reference all the paragraphs
18 above in this Complaint as though fully set forth herein.

19 34. NRS 608.140 provides that an employee has a private right of action for
20 unpaid wages.

21 35. NRS 608.018(1) provides as follows:

22 An employer shall pay 1 1/2 times an employee’s regular wage
23 rate whenever an employee who receives compensation for
24 employment at a rate less than 1 1/2 times the minimum rate
25 prescribed pursuant to NRS 608.250 works: (a) More than 40
26 hours in any scheduled week of work; or (b) More than 8 hours
27 in any workday unless by mutual agreement the employee
28 works a scheduled 10 hours per day for 4 calendar days within
any scheduled week of work.

36. NRS 608.018(2) provides as follows:

An employer shall pay 1 1/2 times an employee’s regular wage
rate whenever an employee who receives compensation for
employment at a rate not less than 1 1/2 times the minimum
rate prescribed pursuant to NRS 608.250 works more than 40

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hours in any scheduled week of work.

37. As alleged herein, Defendants paid Plaintiff and all other members of the Class at the lower-tier minimum wage rate but have failed to offer health benefits to their employees and the employees' dependents at a total cost to the employee for premiums of not more than 10% of the employees' gross taxable income.

38. By unlawfully paying Plaintiff and members of the Overtime Class less than the higher-tier minimum wage rate of \$8.25 (with an overtime wage rate of \$12.38), Defendants have likewise failed to compensate Plaintiff and members of the Class at the correct overtime wage rate for all the overtime hours that they worked pursuant to NRS 608.018.

39. Wherefore, Plaintiff demands for herself and all Overtime Class Members that Defendants pay Plaintiff and Overtime Class Members one and one-half times their legally mandated minimum wage rate of pay for all hours worked in excess of eight (8) hours in a workday and/or in excess of forty (40) hours per workweek during the relevant time period together with attorneys' fees, costs, and interest, as provided by law.

THIRD CAUSE OF ACTION

**Waiting Time Penalties Pursuant to NRS 608.020-.050 and 608.140
(On Behalf of Plaintiff and the Waiting Time Penalty Class Against Defendants)**

40. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

41. NRS 608.140 provides that an employee has a private right of action for unpaid wages.

42. NRS 608.020 provides that "[w]henver an employer discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable immediately."

43. NRS 608.040(1)(a-b), in relevant part, imposes a penalty on an employer who fails to pay a discharged or quitting employee: "Within 3 days after the wages or compensation of a discharged employee becomes due; or on the day the wages or compensation is due to an employee who resigns or quits, the wages or compensation of

1 the employee continues at the same rate from the day the employee resigned, quit, or
2 was discharged until paid for 30-days, whichever is less.”

3 44. NRS 608.050 grants an “employee lien” to each discharged or laid-off
4 employee for the purpose of collecting the wages or compensation owed to them “in the
5 sum agreed upon in the contract of employment for each day the employer is in default,
6 until the employee is paid in full, without rendering any service therefore; but the employee
7 shall cease to draw such wages or salary 30 days after such default.”

8 45. By failing to pay Plaintiff and the Waiting Time Penalty Class Members their
9 legally mandated minimum and overtime wages, Defendants have failed to timely remit
10 all wages due and owing to Plaintiff and the Waiting Time Penalty Class Members.

11 46. Defendants willfully refuse and continue to refuse to pay Plaintiff and
12 Waiting Time Penalty Class Members all the wages that were due and owing upon the
13 termination of their employment.

14 47. Wherefore, Plaintiff and the Waiting Time Penalty Class Members demand
15 thirty (30) days of pay as waiting penalties under NRS 608.040 and 608.140, and thirty
16 (30) days of pay as waiting penalties under NRS 608.050 and 608.140, together with
17 attorneys’ fees, costs, and interest, as provided by law.

18 **FOURTH CAUSE OF ACTION**
19 **Injunctive/Declaratory Relief**
20 **(On Behalf of Plaintiff, Minimum Wage Class, and the Overtime Class Against Defendants)**

21 48. Plaintiff realleges and incorporates by this reference all the paragraphs
22 above in this Complaint as though fully set forth herein.

23 49. As Defendants have paid Plaintiff and all other members of the Minimum
24 Wage Class at a rate lower than the higher-tier minimum wage rate but has failed to offer
25 health benefits to their employees and the employees’ dependents at a total cost to the
26 employee for premiums of not more than 10% of the employees’ gross taxable income,
27 Defendants have wrongfully withheld wages properly-owed to the Plaintiff and the
28 Minimum Wage Class Members.

1 50. As Defendants have likewise failed to compensate Plaintiff and members of
2 the Overtime Class at the correct overtime wage rate for all the overtime hours that they
3 worked pursuant to NRS 608.018, Defendants have wrongfully withheld wages properly-
4 owed to the Plaintiff and the Overtime Class Members.

5 51. Plaintiff, the Minimum Wage Class, and the Overtime Class will suffer
6 irreparable injury if Defendants are not enjoined from the future wrongful retention of
7 wages owed.

8 52. As a result of the aforementioned unlawful payment practices, Plaintiff
9 submits that there has been a likelihood of success on the merits that Plaintiff and the
10 Class Members have been damaged and that there is irreparable harm.

11 53. Plaintiff requests that this Honorable Court enter an Order that restrains
12 Defendants from attempting to enforce the alleged unlawful payment practices.

13 54. Plaintiff requests that this Honorable Court enter a declaration of
14 rights/obligations in regards to all such unlawful payment practices in this matter.

15 55. Further, disputes and controversies have arisen between the parties relative
16 to the lawfulness of the payment practices, and Plaintiff is entitled to have an order entered
17 pursuant to Chapter 30 of the Nevada Revised Statutes construing the payment practices
18 and adjudging and declaring Plaintiff and the Class Members' rights and remedies
19 thereunder including such an Order stating that such payment practices are unlawful.

20 56. Plaintiff has been required to retain the services of an attorney and is
21 entitled to a reasonable award of attorneys' fees and costs.

22 **PRAYER FOR RELIEF**

23 Wherefore Plaintiff, by herself and on behalf of Class Members, prays for relief as
24 follows relating to her class action allegations:

- 25 1. For an order certifying this action as a class action on behalf the proposed
26 Classes and providing notice to all Class Members so they may participate
27 in this lawsuit;
28 2. For an order appointing Plaintiff as the Representative of the Classes and

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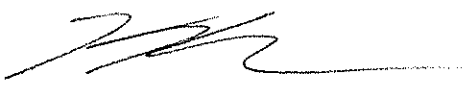
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- her counsel as Class Counsel;
- 3. For damages according to proof for minimum rate pay under the Nevada Constitution for all hours worked;
- 4. For damages according to proof for overtime compensation under NRS 608.018 and 608.140 for all hours worked over 8 hours per day and/or over 40 hours in a workweek;
- 5. For waiting time penalties pursuant to NRS 608.040-.050 and 608.140;
- 6. For a lien on the property where Plaintiff and all Class Members labored pursuant to NRS 608.050;
- 7. For injunctive relief;
- 8. For declaratory relief;
- 9. For interest as provided by law at the maximum legal rate;
- 10. For punitive damages;
- 11. For reasonable attorneys' fees authorized by statute;
- 12. For costs of suit incurred herein;
- 13. For pre-judgment and post-judgment interest, as provided by law; and,
- 14. For such other and further relief as the Court may deem just and proper.

DATED: August 21, 2019

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EXHIBIT I

ADVANSTAFF, INC. - FAVORITE BISTRO (11002)

Voucher #: 004205 Sort Order: 51

Employee Information	Check Date	Period Start Date	Period End Date	Check No
Chase Marie Struloeff - (P58361)	05-24-2019	05-06-2019	05-19-2019	0396668

Federal Tax-Status S Allowances NONE State Tax - Status NONE Allowances NONE

CURRENT EARNINGS DETAIL					DEDUCTIONS / TAXES		
Charge Date	Description	Rate	Hours/Units	Amount	Description	Amount	Y-T-D
05-19-2019	REGULAR PAY	7.2500	24.23	175.67	FEDERAL TAX	10.17	10.17
05-19-2019	OVERTIME	10.8750	0.77	8.37	MEDICARE	3.59	3.59
05-19-2019	TIPS	63.8300	1.00	63.83	SOCIAL SECURITY	15.37	15.37

Totals: 26.00 247.87

Type	DIRECT DEPOSIT Account	Amount	Net Pay
			\$154.91
			Net Pay YTD
			\$154.91

Totals: 0.00 \$154.91 Totals: 29.13 29.13

Y-T-D EARNINGS		PAID TIME OFF		EMPLOYER CONTRIBUTIONS		
Description	Amount	Description	Balance	Description	Amount	Y-T-D
REGULAR PAY	175.67					
OVERTIME	8.37					
TIPS	63.83					

Totals: \$247.87 Totals: 0.00 0.00

Build: RPT-2324

Query: HRP_CHECKS.MVQ Version: Standard 19.4.191

FAVORITE BISTRO 0396668



ADVANSTAFF, INC.
8925 W Russell Rd Ste 100
Las Vegas, NV 89148

05-24-2019
94-238/1224
AMOUNT

*****154.91

Pay: Non-negotiable

To The Order of: Chase Marie Struloeff

EXHIBIT II

ADVANSTAFF, INC. - FAVORITE BISTRO (11002)

Voucher #: 004541 Sort Order: 53

Employee Information	Check Date	Period Start Date	Period End Date	Check No
Chase Marie Struloeff - (P58361)	06-21-2019	06-03-2019	06-16-2019	1139705

Federal Tax-Status S Allowances NONE State Tax - Status NONE Allowances NONE

CURRENT EARNINGS DETAIL					DEDUCTIONS / TAXES		
Charge Date	Description	Rate	Hours/Units	Amount	Description	Amount	Y-T-D
06-16-2019	REGULAR PAY	7.2500	53.95	391.14	FEDERAL TAX	176.81	385.51
06-16-2019	OVERTIME	10.8750	1.07	11.64	MEDICARE	24.27	53.57
06-16-2019	TIPS	1271.1100	1.00	1271.11	SOCIAL SECURITY	103.78	229.05

Totals: 56.02 1,673.89

Type	DIRECT DEPOSIT ACCOUNT	Amount	Net Pay
CHECKING		97.92	\$97.92
			Net Pay YTD
Totals:			\$333.54

Totals: 304.86 668.13

Y-T-D EARNINGS		PAID TIME OFF		EMPLOYER CONTRIBUTIONS		
Description	Amount	Description	Balance	Description	Amount	Y-T-D
REGULAR PAY	955.34					
OVERTIME	46.33					
TIPS	2692.70					

Totals: \$3,694.37 Totals: 0.00 0.00

Build: RPT-2324

Query: HRP_CHECKS.MVQ Version: Standard 19.4.191

FAVORITE BISTRO

1139705



ADVANSTAFF, INC.
8925 W Russell Rd Ste 100
Las Vegas, NV 89148

06-21-2019

Non-Negotiable

AMOUNT

** VOID **

Pay: Non-negotiable

To The Order of: Chase Marie Struloeff

[Redacted]