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Attorneys for Plaintiffs and all those similarly situated

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KAYLYNN BYERS and EVERARDO
JUAREZ, on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

CUSTOMER CONNEXX LLC; VM7
CORPORATION; VIRLAND A. JOHNSON;
and DOES 1 through 50, inclusive,

Defendants¹.

Case No.: A-23-877788-C

Dept. No.: 8

**FIRST AMENDEND CLASS ACTION
COMPLAINT**

- 1) Failure to Pay Minimum Wages in Violation of the Nevada Constitution;
- 2) Failure to Pay Minimum Wages in Violation of NRS 608.250;
- 3) Failure to Compensate for All Hours Worked in Violation of NRS 608.140 and 608.016;
- 4) Failure to Pay Overtime in Violation of NRS 608.140 and 608.018;
- 5) Failure to Timely Pay All Wages Due and Owing in Violation of NRS 608.140 and 608.020, .040, and .050; and
- 6) Breach of Contract.

**LIEN REQUESTED PURSUANT TO NRS
608.050**

JURY TRIAL DEMANDED

¹ A stipulation to dismiss Defendants JanOne Inc. and improperly named ARCA, Inc., without prejudice was filed pursuant to NRCp 15(A)(1)(B) and EDCR on December 15, 2023. The Court granted the stipulation on December 15, 2023. (Dkt. No. 31).

COMES NOW Plaintiff KAYLYNN BYERS and EVERARDO JUAREZ on behalf of themselves and all other similarly situated and typical persons and allege the following:

All allegations in the Complaint are based upon information and belief except for those allegations that pertain to the Plaintiffs named herein and their Counsel. Each allegation in the Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

1. This Court has original jurisdiction over the state law claims alleged herein because the amount in controversy exceeds \$15,000 and a party seeking to recover unpaid wages has a private right of action pursuant to the Nevada Constitution Minimum Wage Amendment and Nevada Revised Statute (“NRS”) 608.250, Breach of Contract, and NRS 608.140, 608.018, and 608.020, .040, and .050. *See Neville v. Eighth Judicial Dist., Terrible Herbst, Inc.*, 133 Nev. Adv. Op. 95, 406 P.3d 499 (2017).

2. Plaintiffs made a proper demand for wages due pursuant to NRS 608.140 on September 8, 2023.

3. Plaintiffs also claim a private cause of action to foreclose a lien against the property owner for wages due pursuant to NRS 608.050.

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

PARTIES

5. Plaintiff KAYLYNN BYERS (hereinafter “Plaintiff Byers” or “Ms. Byers”) is a natural person who is and was a resident of the State of Nevada at all relevant times.

6. Plaintiff EVERARDO JUAREZ (hereinafter “Plaintiff Juarez” or “Mr. Juarez”) is a natural person who is and was a resident of the State of Nevada at all relevant times.

7. Defendant CUSTOMER CONNEXX LLC (hereinafter “Customer Connexx” or “Defendant”) is a Nevada Limited Liability Company whose managing member is VM7

Corporation and President/CEO, Virland A. Johnson, located at 7301 Ohms Lane, Suite 320, Edina, MN 55439. Defendant Customer Connexx is an employer under NRS 608.011.

8. Defendant VM7 Corporation (hereinafter “VM7”) is a Delaware Corporation and is located at 7301 Ohms Lane, Suite 320, Edina, MN 55439. Defendant VM7 is an employer under NRS 608.011.

9. Defendant VIRLAND A. JOHNSON (hereinafter “Johnson” or “Defendant”) is VM7’s CEO and President. Defendant Johnson is an employer pursuant to the Nevada Constitution ART. 15 SEC. 16(C). Defendant Johnson is also liable pursuant to NRS 78.747.

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

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

12. The identity of DOES 1-50 is unknown at this time, and the Complaint will be amended at such time when the identities are known to Plaintiffs. Plaintiffs are informed and believe that each Defendant sued herein as DOE is responsible in some manner for the acts, omissions, or representations alleged herein and any reference to “Defendant,” “Defendants,” “Customer Connexx,” or “ARCA Recycling, Inc.” or “VM7” or “Johnson” herein shall mean “Defendants and each of them.”

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FACTUAL ALLEGATIONS

13. Customer Connexx is a Las Vegas based call center business that provides customer-care and operates as a contact center providing scheduling and customer service support for ARCA Recycling, Inc.'s household appliance recycling business.

14. Defendants VM7 and Johnson, though a "Stock Purchase Agreement" acquired all of the outstanding equity interests of Customer Connexx and ARCA Recycling, Inc. from JanOne, Inc., on or about March 19, 2023, for \$24 million over a five-year period. *See* <https://www.prnewswire.com/news-releases/janone-sells-legacy-business-arca-recycling-to-concentrate-on-growing-biopharm-businesses-301778240.html> *last visited* 12/12/23.

15. Upon information and belief, Customer Connexx, VM7, and Virland A. Johnson jointly and separately exercise control over the hours and other working conditions of Plaintiffs and all similarly situated hourly employees.

16. Plaintiffs were employed by Defendants at their Las Vegas call center location located at 325 East Warm Springs Road, Suite 102, Las Vegas, Nevada, 89119. The property is owned by Live Ventures Incorporated, a domestic corporation, also located at 325 East Warm Springs Road, Suite 102, Las Vegas, Nevada 89119.

17. On August 23, 2023, Plaintiffs and all of Defendants' employees were informed through an email communication from ARCA Recycling Inc. and Defendant Johnson that they had been "laid off from Customer Connexx with your last day of work being listed as Saturday, August 19, 2023." *See* Exhibit A, attached hereto, "Lay Off Letter." The "Lay Off Letter" also indicated that they were unable to make "payroll current for" laid off employees. *Id.*

18. Plaintiff Byers was employed by Defendants from on or about August 22, 2017, until August 19, 2023, and had been employed by Defendants as a systems administrator in its Las Vegas facility.

19. Plaintiff Byers' annual salary was approximately \$60,000. On or around July 14, 2023, was the last date Ms. Byers received a paycheck from Defendants. This paycheck was for the pay period of June 25, 2023, through July 8, 2023. Attached as Exhibit B is a true and

correct copy of the pay statement dated July 14, 2023, hereinafter “Byers Last Payment”. Ms. Byers has not received any payments since the July 14, 2023, paycheck.

20. Defendants issued pay statements to Ms. Byers on July 31, 2023, August 11, 2023, August 25, 2023, and September 8, 2023, wherein each statement was accompanied by another to void any payment that would have been made. Attached as Exhibit C are copies of Ms. Byers’ pay statements dated July 31, 2023, August 11, 2023, August 25, 2023, and September 8, 2023, hereinafter, “Byers Voided Pay Statements”.

21. Plaintiff Byers continued to work for Defendants every day from on or about July 9, 2023, to August 19, 2023, without pay.

22. Plaintiff Byers estimates that, as of September 8, 2023, Defendants owe her over \$12,500.00 in wages for the time she worked without pay, not including statutory penalties.

23. Plaintiff Juarez was employed by Defendants as an hourly paid pick-up and delivery specialist in its Las Vegas facility from on or around February 19, 2019, until on or about June 2021 when Mr. Juarez resigned. Mr. Juarez was rehired on or about April 2022 until the ‘layoff’ of August 19, 2023.²

24. At the time of Plaintiff Juarez’ “lay off” he was being paid \$17.50 per hour. In his role as a pick-up and delivery specialist, he was scheduled for and regularly worked at least 5 shifts per week, 8 hours per shift, and 40 hours per workweek. Mr. Juarez worked various schedules with rotating days off and worked overtime hours depending on the needs of his employer.

25. Plaintiff Juarez received his last paycheck from Defendants around July 28, 2023, but he continued to work three (3) additional weeks without getting paid. Mr. Juarez still has not been paid, and based on the hours he worked prior to being laid off and his last

² Plaintiff Juarez is a putative class member in the related case of *Curley et al v. Customer Connexx LLC; JANONE Inc.*, Case No. A-18-767155-C currently pending in front of the Honorable Judge Adrianna Escobar, Dept. 14. However, although the actions are related, the instant action is separate and apart from the claims of unpaid wages for work performed during the applicable statute of limitations between November 1, 2016 (when Defendants began operating) and the last date Defendants employees were paid—sometime in July 2023—prior to the “lay off” notification dated August 19, 2023.

paycheck, Mr. Juarez estimates he is owed \$2,100 in unpaid wages, not including overtime, and not including statutory penalties.

26. Upon information and belief, all of Defendants Las Vegas location employees have not been paid since sometime in July 2023.

27. Defendants' policies alleged herein caused Plaintiffs and all other similarly situated employees to work regular time and overtime for which they were either not compensated or not properly compensated by Defendants. To the extent that Plaintiff Juarez and other hourly-paid employees worked more than 8 hours a day or 40 hours a week, the unpaid time should have been paid at a rate of one-and-one-half times their regular rate of pay as required by law.

28. Like all agreements, Defendants' agreement with its employees includes, expressly and/or implicitly, an agreement to comply with all state and federal laws, and in particular, the labor laws of the state of Nevada.

CLASS ACTION ALLEGATIONS

29. Plaintiffs reallege and incorporate by reference all the paragraphs above in the Complaint as though fully set forth herein.

30. Plaintiffs bring this action on behalf of themselves and all other similarly situated and typical employees as a class action under Nevada law as set forth herein as the "CLASS":

All persons employed by Defendant in the state of Nevada who are owed wages, salary, and/or compensation at time of separation of employment.

31. Rule 23 Class treatment is appropriate in the case for the following reasons:

A. The Class is Sufficiently Numerous: Upon information and belief, Defendants have employed in excess of 70 Class Members within the applicable statute of limitations. Because Defendants are legally obligated to keep accurate payroll records, Plaintiff alleges that Defendants' records will establish the identity and ascertainability of members of the CLASS as well as their numerosity.

B. Plaintiffs' Claims are Typical to Those of Fellow Class Members: Each CLASS Member is and was subject to the same practices, plans, and/or policies as Plaintiffs, as follows: Defendants required Plaintiffs and the Class to work without compensation; Defendants failed to pay Plaintiffs and the Class at their agreed upon rate of pay; and Defendants failed to pay Plaintiffs and the Class all wages due and owing at the time of their termination or separation from employment.

C. Common Questions of Law and Fact Exist: Common questions of law and fact exist and predominate as to Plaintiffs and the Class, including, without limitation, the following: Whether Plaintiffs and the Class were compensated for "all time worked by the employee at the direction of the employer, including time worked by the employee that is outside the scheduled hours of work of the employee" pursuant to the Nevada Administrative Code ("NAC") 608.115(1), and NRS 608.016; Whether Defendants failed to pay Plaintiffs and the Class members the applicable premium rate of one and one-half times their regular rate for all hours worked in excess of 40 hours a week, and if they were paid less than one and one-half the minimum wage, then for all hours worked in excess of 8 hours a day; Whether Defendants delayed final payment to Plaintiffs and the Class in violation of NRS 608.020 .040, and .050.

D. Plaintiffs Are Adequate Representatives of the Class: Plaintiffs will fairly and adequately represent the interests of the Class because Plaintiffs are members of the Class, they have issues of law and fact in common with all members of the Class, and they do not have any interests antagonistic to the Class. Plaintiffs and Counsel are aware of their fiduciary responsibilities to Class Members and are determined to discharge those duties diligently and vigorously by seeking the maximum possible recovery for the Class as a group.

E. Predominance/Superior Mechanism: Common questions of whether Plaintiffs and putative class members were compensated according to state law predominate over individual questions. A class action is superior to other available means for the fair and efficient adjudication of their controversy. Each Class Member

1 has been damaged and is entitled to recovery by reason of Defendants' illegal policy
2 and/or practice of failing to compensate its employees in accordance with Nevada wage
3 and hour law. The prosecution of individual remedies by each Class Member will be
4 cost prohibitive and may lead to inconsistent standards of conduct for Defendants and
5 result in the impairment of Class Members' rights and the disposition of their interest
6 through actions to which they were not parties.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Pay Minimum Wages in Violation of the Nevada Constitution**

9 (On Behalf of Plaintiffs and all members of the CLASS against All Defendants)

10 32. Plaintiffs reallege and incorporate by reference all the paragraphs above in the
11 Complaint as though fully set forth herein.

12 33. Article 15 Section 16 of the Nevada Constitution sets forth the minimum wage
13 requirements in the State of Nevada and further provides that "[t]he provisions of the section
14 may not be waived by agreement between an individual employee and an employer. . . . An
15 employee claiming violation of the section may bring an action against his or her employer in
16 the courts of the State to enforce the provisions of the section and shall be entitled to all
17 remedies available under the law or in equity appropriate to remedy any violation of the
18 section, including but not limited to back pay, damages, reinstatement or injunctive relief. An
19 employee who prevails in any action to enforce the section shall be awarded her or her
20 reasonable attorney's fees and costs."

21 34. By failing to compensate Plaintiffs and the Class for the work they performed
22 for Defendants, Defendants have failed to pay Plaintiffs and Class Members in violation of the
23 Nevada Constitution.

24 35. Wherefore, Plaintiffs demand for themselves and for the Class payment by
25 Defendants at their applicable regular hourly rate of pay or the minimum wage rate, whichever
26 is higher, for all hours worked during the relevant time period together with attorneys' fees,
27 costs, and interest as provided by law.

28 ///

SECOND CAUSE OF ACTION

Failure to Pay Minimum Wages in Violation of NRS 608.250

(On Behalf of Plaintiffs and all members of the CLASS against Defendants Customer Connexx and VM7)

36. Plaintiffs reallege and incorporate by reference all the paragraphs above in the Complaint as though fully set forth herein.

37. NRS 608.250 provides the following minimum wage rates to be paid, without discount, to all Nevada employees:

(1) Each employer shall pay to each employee of the employer a wage of not less than:

(a) Beginning July 1, 2019:

(1) If the employer offers health benefits to the employee in the manner described in Section 16 of Article 15 of the Nevada Constitution, \$7.25 per hour worked.

(2) If the employer does not offer health benefits to the employee in the manner described in Section 16 of Article 15 of the Nevada Constitution, \$8.25 per hour worked.

(b) Beginning July 1, 2020:

(1) If the employer offers health benefits to the employee in the manner described in Section 16 of Article 15 of the Nevada Constitution, \$8.00 per hour worked.

(2) If the employer does not offer health benefits to the employee in the manner described in Section 16 of Article 15 of the Nevada Constitution, \$9.00 per hour worked.

(c) Beginning July 1, 2021:

(1) If the employer offers health benefits to the employee in the manner described in Section 16 of Article 15 of the Nevada Constitution, \$8.75 per hour worked.

(2) If the employer does not offer health benefits to the employee in the manner described in Section 16 of Article 15 of the Nevada Constitution, \$9.75 per hour worked.

(d) Beginning July 1, 2022:

(1) If the employer offers health benefits to the employee in the manner described in Section 16 of Article 15 of the Nevada Constitution, \$9.50 per hour worked.

(2) If the employer does not offer health benefits to the employee in the manner described in Section 16 of Article 15 of the Nevada Constitution, \$10.50 per hour worked.

(e) Beginning July 1, 2023:

(1) If the employer offers health benefits to the employee in the manner described in [Section 16 of Article 15](#) of the Nevada Constitution, \$10.25 per hour worked.

(2) If the employer does not offer health benefits to the employee in the manner described in [Section 16 of Article 15](#) of the Nevada Constitution, \$11.25 per hour worked.

(2) It is unlawful for any person to employ, cause to be employed or permit to be employed, or to contract with, cause to be contracted with or permit to be contracted with, any person for a wage less than that established by this section.

38. By failing to compensate Plaintiffs and the Class for the work they performed for Defendants, Defendants have failed to pay Plaintiffs and Class Members in violation of NRS 608.250.

39. Wherefore, Plaintiffs demand for themselves and for the Class payment by Defendants at their applicable regular hourly rate of pay or the minimum wage rate, whichever is higher, for all hours worked during the relevant time period together with attorneys' fees, costs, and interest as provided by law.

THIRD CAUSE OF ACTION

Failure to Pay Wages for All Hours Worked in Violation of NRS 608.140 and 608.016
(On Behalf of Plaintiffs and all members of the CLASS against Defendants Customer Connexx and VM7)

40. Plaintiffs reallege and incorporate by reference all the paragraphs above in the Complaint as though fully set forth herein.

41. NRS 608.140 provides that an employee has a private right of action for unpaid wages: "Whenever a mechanic, artisan, miner, laborer, servant or employee shall have cause to bring suit for wages earned and due according to the terms of her or her employment, and shall establish by decision of the court or verdict of the jury that the amount for which he or she has brought suit is justly due, and that a demand has been made, in writing, at least 5 days before suit was brought, for a sum not to exceed the amount so found due, the court before which the case shall be tried shall allow to the Plaintiff a reasonable attorney fee, in addition to the amount found due for wages and penalties, to be taxed as costs of suit." Plaintiffs have made a

demand for unpaid wages upon Defendants pursuant to NRS 608.140, but satisfactory payment was not received.

42. NRS 608.016 states, “An employer shall pay to the employee wages for each hour the employee works.” Hours worked means any time the employer exercises “control or custody” over an employee. *See* NRS 608.011 (defining an “employer” as “every person having control or custody . . . of any employee.”). Pursuant to the Nevada Administrative Code, hours worked includes “all time worked by the employee at the direction of the employer, including time worked by the employee that is outside the scheduled hours of work of the employee.” NAC 608.115(1).

43. By failing to compensate Plaintiffs and the Class for the work they performed for Defendants, Defendants failed to pay Plaintiffs and the Class in violation of NRS 608.140 and 608.016.

44. Wherefore, Plaintiffs demand for themselves and for the Class payment by Defendants at the applicable regular rate of pay for all hours worked during the relevant time period together with attorneys’ fees, costs, and interest as provided by law.

FOURTH CAUSE OF ACTION

Failure to Pay Overtime Wages in Violation of NRS 608.140 and 608.018

(On Behalf of Plaintiffs and all members of the CLASS against Defendants Customer Connexx and VM7)

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

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

47. NRS 608.018(1) 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 less than 1 times the minimum rate prescribed pursuant to NRS 608.250 works: (a) More than 40 hours in any scheduled week of work; or (b) More than 8 hours in any workday unless by mutual agreement the employee works a

scheduled 10 hours per day for 4 calendar days within any scheduled week of work.

48. 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 hours in any scheduled week of work.

49. By failing to compensate Plaintiffs and the Class daily overtime premium pay to those class members who were paid a regular rate of less than one and one-half times the minimum wage premium pay or failed to pay a weekly premium overtime rate of pay of time and one half their regular rate for all members of the Class who worked in excess of forty (40) hours in a week, Defendants failed to pay Plaintiffs and the class in violation of NRS 608.140 and 608.018.

50. Wherefore, Plaintiffs demand for themselves and for the Class payment by Defendants at one and one-half times their "regular rate" of pay (inclusive of the incentive plan payments) for all hours worked in excess of eight (8) hours in a workday for those class members whose regular rate of pay did not exceed the one and one-half the minimum wage set by law, and premium overtime rate of one and one-half their regular rate for all class members who worked in excess of forty (40) hours a workweek during the relevant time period together with attorneys' fees, costs, and interest as provided by law.

FIFTH CAUSE OF ACTION

Failure to Timely Pay All Wages Due and Owing Upon Termination Pursuant to NRS 608.140 and 608.020, .040, and .050

(On Behalf of Plaintiffs and the CLASS against Defendants Customer Connexx and VM7)

51. Plaintiffs reallege and incorporate by reference all the paragraphs above in the Complaint as though fully set forth herein.

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

1 53. NRS 608.020 provides that “[w]henever an employer discharges an employee,
2 the wages and compensation earned and unpaid at the time of such discharge shall become due
3 and payable immediately.”

4 54. NRS 608.040(1) provides that “[i]f an employer fails to pay: (a) Within 3 days
5 after the wages or compensation of a discharged employee becomes due; or (b) On the day the
6 wages or compensation is due to an employee who resigns or quits, the wages or compensation
7 of the employee continues at the same rate from the day the employee resigned, quit or was
8 discharged until paid or for 30 days, whichever is less.

9 55. NRS 608.050(1-2) provides:

10 (1) Whenever an employer of labor shall discharge or lay off
11 employees without first paying them the amount of any wages or
12 salary then due them, in cash and lawful money of the United
13 States, or its equivalent, or shall fail, or refuse on demand, to pay
14 them in like money, or its equivalent, the amount of any wages or
15 salary at the time the same becomes due and owing to them under
16 their contract of employment, whether employed by the hour, day,
17 week or month, each of the employees may charge and collect
18 wages in the sum agreed upon in the contract of employment for
19 each day the employer is in default, until the employee is paid in
20 full, without rendering any service therefor; but the employee shall
21 cease to draw such wages or salary 30 days after such default.

22 (2) Every employee shall have a lien as provided in NRS
23 108.221 to 108.246, inclusive, and all other rights and remedies for
24 the protection and enforcement of such salary or wages as the
25 employee would have been entitled to had the employee rendered
26 services therefor in the manner as last employed.

27 56. By failing to pay Plaintiffs and the Class for the work they performed for
28 Defendants in violation of state law, at the correct legal rate, Defendants have failed to timely
remit all wages due and owing to Plaintiffs and the Class.

 57. Defendants terminated employment with Plaintiffs and all members of the Class
on August 19, 2023 (*see* Lay Off Letter) without paying them all wages due and owing to them.
As of the date of filing of this complaint, Defendants have yet to remit all wages due and owing
Plaintiffs and the Class.

1 58. Despite demand, Defendants willfully refuse and continue to refuse to pay
2 Plaintiffs and the Class.

3 59. Wherefore, Plaintiffs demand for themselves and the Class thirty (30) days
4 wages under NRS 608.140 and 608.040 and an additional thirty (30) days wages under NRS
5 608.140 and 608.050, together with attorneys' fees, costs, and interest as provided by law.

6 **SIXTH CAUSE OF ACTION**

7 **Breach of Contract**

8 (On Behalf of Plaintiffs and the CLASS against Defendants Customer Connexx and VM7)

9 60. Plaintiffs reallege and incorporate by reference all the paragraphs above in the
10 Complaint as though fully set forth herein.

11 61. At all times relevant herein, Defendants had an agreement with Plaintiffs and the
12 Class to pay an agreed upon wage rate for all hours they worked for Defendants. Indeed,
13 Defendants offered to pay Plaintiffs and the Class a specific rate of pay in exchange for
14 Plaintiffs and the Class's promise to perform work for Defendants.

15 62. The parties' employment agreement necessarily incorporated all applicable
16 provisions of the labor laws of the State of Nevada.

17 63. Defendants breached their agreement with Plaintiffs and the Class by failing to
18 compensate them for their work they performed at the agreed upon rate of pay.

19 64. As a result of Defendants' breach, Plaintiffs and the Class have suffered an
20 economic loss that includes lost wages and interest.

21 65. Wherefore, Plaintiffs demand for themselves and for the Class that Defendants
22 pay Plaintiffs and the Class their agreed upon rate of pay for all hours worked, together with
23 attorney's fees, costs, and interest as provided by law.

24 **JURY TRIAL DEMANDED**

25 Plaintiffs hereby demand a jury trial pursuant to Nevada Rule of Civil Procedure 38.

26 **PRAYER FOR RELIEF**

27 Wherefore Plaintiffs, individually and on behalf of all Class Members, pray for relief as
28 follows relating to their class action allegations:

1. For an order certifying the action as a class action under Nevada Rule of Civil Procedure Rule 23 on behalf of the proposed class;
2. For an order appointing Plaintiffs as the Representatives of the Class and their Counsel as Class Counsel for the Class;
3. For damages according to proof for minimum wage rate pay under the Nevada Constitution for all hours worked;
4. For damages according to proof for minimum wage rate pay under NRS 608.250;
5. For damages according to proof for regular rate pay under NRS 608.140 and 608.016 for all hours worked;
6. For damages according to proof for overtime compensation under NRS 608.140 and 608.018 for all hours worked for those employees who earned a regular rate of less than one and one-half times the minimum wage for hours worked in excess of 8 hours per day and/or for all class members for overtime premium pay of one and one-half their regular rate for all hours worked in excess of 40 hours per week;
7. For an employee lien pursuant to NRS 608.050;
8. For thirty days wages pursuant to NRS 608.140 and 608.040;
9. For thirty days wages pursuant to NRS 608.140 and 608.050;
10. For damages pursuant to Defendants' breach of contract;
11. For interest as provided by law at the maximum legal rate;
12. For reasonable attorneys' fees authorized by statute;
13. For costs of suit incurred herein;

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14. For pre-judgment and post-judgment interest, as provided by law; and
15. For such other and further relief as the Court may deem just and proper.

DATED: December 15, 2023

Respectfully Submitted,

THIERMAN BUCK LLP

/s/Leah L. Jones

Mark R. Thierman

Joshua D. Buck

Leah L. Jones

Attorneys for Plaintiffs

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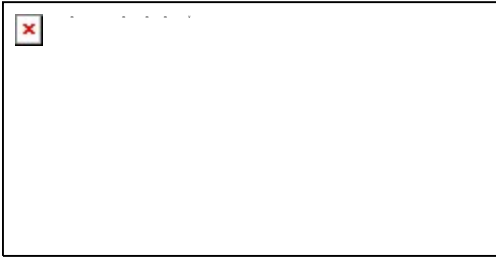
EXHIBIT A

Lay Off Letter

EXHIBIT A

----- Forwarded message -----

From: **Sandra Wente** [REDACTED]
Date: Wed, Aug 23, 2023, 1:20 PM
Subject: Layoff Notification - Customer Connexx
To: [ksbyers](#) [REDACTED] <[ksbyers](#)> [REDACTED]



August 23, 2023

Dear Valued Customer Connexx Team,

As you know, ARCA and Customer Connexx has been working to secure needed funding and to this point has not been successful. Our effort to secure that funding is ongoing, and we have several prospects we are working with to accomplish this goal. Our objective remains to return our business to normal operations, which includes bringing payroll current for those impacted.

However, we realize the hardships your commitment to the company has brought many of you. At this time, we are unfortunately moving ahead with layoffs for the majority of our staff, to allow you to pursue the next steps that are best for you and your families.

Please accept this letter as notification that you are being laid off from Customer Connexx with your last day of work being listed as Saturday, August 19, 2023.

We cannot begin to express how appreciative we are for your hard work and dedication. Please know that despite these layoffs, work on funding will continue and we are optimistic we will be able to bring payroll current and reach back out to the team to return to work. Please stay in touch and update us if you should change your phone or address so we have the correct information on file for when we are able to recall employees back to work and hope you will consider returning to work for us.

Sincerely,

Virland Johnson

President

Please make sure your address is updated in Paycom. Please keep your login and password safe and written down, you will have access to Paycom for your W-2 and paychecks for years as long as you know your login and password.

Make sure your address is updated for W-2 mailings. You will be able to view and receive your W-2, they may not be mailed out.

EXHIBIT B

Last Pay Statement

EXHIBIT B

Earnings Statement

BYERS, KAYLYNN BREANNA

Pay Date:07/14/2023

Period Start:06/25/2023

Period End:07/08/2023

Company: OSA52 - CUSTOMER CONNEXX LLC

175 JACKSON AVE N SUITE 102

HOPKINS MN 55343

Emp #: A0PT

Dept: 000505 - Customer Service

Pay Basis: Salary

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	28.85	56.32	1624.61	27306.59	
Floating Holiday	28.85	0.00	0.00	230.77	
Holiday	28.85	8.00	230.77	1153.85	
Paid Time Off	28.85	7.68	221.54	2097.98	
Bonus			0.00	946.04	
Unpaid Time	0.00	8.00	0.00	0.00	
Short Term Disability - in/out			8.72	122.08	In/Out
Gross		80.00	2085.64	31857.31	
W/H Taxes					
Federal W/H(M)			0.00	500.00	
Medicare			28.57	438.51	
Social Security			122.15	1875.00	
Deductions					
401K Retire%			20.86	1087.07	
Dependent Flex			38.46	538.44	
Flex Medical			76.92	1076.88	
Long Term Dis			5.31	74.34	
Vol Life AD&D EE			0.09	4.58	
Vol Life AD&D Spouse			0.28	3.92	
Vol Life Child			0.92	12.88	
Vol Life EE			5.08	71.12	
Vol Life Spouse			2.35	32.90	
Net Pay			1775.93	26019.59	Voucher No. 483059680DD
Net Pay Distribution					
Direct Deposit Net Check			975.93	14819.59	A/C:3929
Direct Dep. Distribution 1			800.00	11200.00	A/C:4443
Employee Benefits, Allowances, and Other					
			Current Period	Year To Date	YTD Taken Available
401K Retire% - Match			2.09	108.71	*Company Match
Basic Life Insurance - ER *			3.59	50.26	*Memo Only

Voucher No. 483059680DD

CUSTOMER CONNEXX LLC
175 JACKSON AVE N SUITE 102
HOPKINS, MN 55434

DATE: 07/14/2023

Dept: 000505

Net Pay: **1775.93**

One Thousand Seven Hundred Seventy Five And 93/100 Dollars

BYERS, KAYLYNN BREANNA
[REDACTED]
LAS VEGAS, NV [REDACTED]

For Record Purposes Only
****NON-NEGOTIABLE****

EXHIBIT C

Voided Pay Statements

EXHIBIT C

Earnings Statement

BYERS, KAYLYNN BREANNA

Pay Date:08/11/2023

Period Start:08/11/2023

Period End:08/11/2023

Company: OSA52 - CUSTOMER CONNEXX LLC

175 JACKSON AVE N SUITE 102

HOPKINS MN 55343

Emp #: A0PT

Dept: 000505 - Customer Service

Pay Basis: Salary

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	28.85	-80.00	-2307.69	27306.59	
Floating Holiday	28.85	0.00	0.00	230.77	
Holiday	28.85	0.00	0.00	1153.85	
Paid Time Off	28.85	0.00	0.00	2097.98	
Bonus			-166.03	946.04	
Required By State Fee			-692.31	0.00	
Short Term Disability - in/out			-8.72	122.08	*In/Out
Gross		-80.00	-3174.75	31857.31	
W/H Taxes					
Federal W/H(M)			-64.70	500.00	
Medicare			-44.36	438.51	
Social Security			-189.68	1875.00	
Deductions					
401K Retire%			-31.75	1087.07	
Dependent Flex			-38.46	538.44	
Flex Medical			-76.92	1076.88	
Long Term Dis			-5.31	74.34	
Vol Life AD&D EE			-0.09	4.58	
Vol Life AD&D Spouse			-0.28	3.92	
Vol Life Child			-0.92	12.88	
Vol Life EE			-5.08	71.12	
Vol Life Spouse			-2.35	32.90	
Net Pay			-2706.13	26019.59	Check No. 490098653
Net Pay Distribution					
Voided Check			-2706.13	14819.59	A/C:
Employee Benefits, Allowances, and Other			Current Period	Year To Date	YTD Taken Available
401K Retire% - Match			-3.17	108.71	*Company Match
Basic Life Insurance - ER *			-3.59	50.26	*Memo Only

Check No. 490098653

CUSTOMER CONNEXX LLC
175 JACKSON AVE N SUITE 102
HOPKINS, MN 55434

DATE: 08/11/2023

Dept: 000505

Net Pay:

-2706.13

Minus Two Thousand Seven Hundred Six And 13/100 Dollars

BYERS, KAYLYNN BREANNA
[REDACTED]
LAS VEGAS, NV [REDACTED]

For Record Purposes Only
****NON-NEGOTIABLE****

Earnings Statement

BYERS, KAYLYNN BREANNA

Pay Date:08/11/2023

Period Start:07/23/2023

Period End:08/05/2023

Company: OSA52 - CUSTOMER CONNEXX LLC

175 JACKSON AVE N SUITE 102

HOPKINS MN 55343

Emp #: A0PT

Dept: 000505 - Customer Service

Pay Basis: Salary

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	28.85	80.00	2307.69	27306.59	
Floating Holiday	28.85	0.00	0.00	230.77	
Holiday	28.85	0.00	0.00	1153.85	
Paid Time Off	28.85	0.00	0.00	2097.98	
Bonus			166.03	946.04	
Required By State Fee			692.31	0.00	
Short Term Disability - in/out			8.72	122.08	In/Out
Gross		80.00	3174.75	31857.31	
W/H Taxes					
Federal W/H(M)			64.70	500.00	
Medicare			44.36	438.51	
Social Security			189.68	1875.00	
Deductions					
401K Retire%			31.75	1087.07	
Dependent Flex			38.46	538.44	
Flex Medical			76.92	1076.88	
Long Term Dis			5.31	74.34	
Vol Life AD&D EE			0.09	4.58	
Vol Life AD&D Spouse			0.28	3.92	
Vol Life Child			0.92	12.88	
Vol Life EE			5.08	71.12	
Vol Life Spouse			2.35	32.90	
Net Pay			2706.13	26019.59	Voucher No. 490098653DD
Net Pay Distribution					
Direct Deposit Net Check			2706.13	14819.59	A/C:3929
Employee Benefits, Allowances, and Other			Current Period	Year To Date	YTD Taken Available
401K Retire% - Match			3.17	108.71	*Company Match
Basic Life Insurance - ER *			3.59	50.26	*Memo Only

Voucher No. 490098653DD

CUSTOMER CONNEXX LLC
175 JACKSON AVE N SUITE 102
HOPKINS, MN 55434

DATE: 08/11/2023

Dept: 000505

Net Pay: **2706.13**

Two Thousand Seven Hundred Six And 13/100 Dollars

BYERS, KAYLYNN BREANNA
[REDACTED]
LAS VEGAS, NV [REDACTED]

For Record Purposes Only
****NON-NEGOTIABLE****

Earnings Statement

BYERS, KAYLYNN BREANNA

Pay Date:07/31/2023

Period Start:07/09/2023

Period End:07/22/2023

Company: OSA52 - CUSTOMER CONNEXX LLC

175 JACKSON AVE N SUITE 102

HOPKINS MN 55343

Emp #: A0PT

Dept: 000505 - Customer Service

Pay Basis: Salary

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	28.85	72.00	2076.92	27306.59	
Floating Holiday	28.85	0.00	0.00	230.77	
Holiday	28.85	0.00	0.00	1153.85	
Paid Time Off	28.85	3.25	93.75	2097.98	
Bonus			0.00	946.04	
Unpaid Time	0.00	4.75	0.00	0.00	
Short Term Disability - in/out			8.72	122.08	In/Out
Gross		80.00	2179.39	31857.31	
W/H Taxes					
Federal W/H(M)			0.00	500.00	
Medicare			29.93	438.51	
Social Security			127.97	1875.00	
Deductions					
401K Retire%			21.79	1087.07	
Dependent Flex			38.46	538.44	
Flex Medical			76.92	1076.88	
Long Term Dis			5.31	74.34	
Vol Life AD&D EE			0.09	4.58	
Vol Life AD&D Spouse			0.28	3.92	
Vol Life Child			0.92	12.88	
Vol Life EE			5.08	71.12	
Vol Life Spouse			2.35	32.90	
Net Pay			1861.57	26019.59	Voucher No. 487997204DD
Net Pay Distribution					
Direct Deposit Net Check			1061.57	14819.59	A/C:3929
Direct Dep. Distribution 1			800.00	11200.00	A/C:4443
Employee Benefits, Allowances, and Other			Current Period	Year To Date	YTD Taken Available
401K Retire% - Match			2.18	108.71	*Company Match
Basic Life Insurance - ER *			3.59	50.26	*Memo Only

Voucher No. 487997204DD

CUSTOMER CONNEXX LLC
175 JACKSON AVE N SUITE 102
HOPKINS, MN 55434

DATE: 07/31/2023

Dept: 000505

Net Pay: **1861.57**

One Thousand Eight Hundred Sixty One And 57/100 Dollars

BYERS, KAYLYNN BREANNA
[REDACTED]
LAS VEGAS, NV [REDACTED]

For Record Purposes Only
****NON-NEGOTIABLE****

Earnings Statement

BYERS, KAYLYNN BREANNA

Pay Date:07/31/2023

Period Start:07/31/2023

Period End:07/31/2023

Company: OSA52 - CUSTOMER CONNEXX LLC

175 JACKSON AVE N SUITE 102

HOPKINS MN 55343

Emp #: A0PT

Dept: 000505 - Customer Service

Pay Basis: Salary

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	28.85	-72.00	-2076.92	27306.59	
Floating Holiday	28.85	0.00	0.00	230.77	
Holiday	28.85	0.00	0.00	1153.85	
Paid Time Off	28.85	-3.25	-93.75	2097.98	
Bonus			0.00	946.04	
Unpaid Time	0.00	-4.75	0.00	0.00	
Short Term Disability - in/out			-8.72	122.08	*In/Out
Gross		-80.00	-2179.39	31857.31	
W/H Taxes					
Federal W/H(M)			0.00	500.00	
Medicare			-29.93	438.51	
Social Security			-127.97	1875.00	
Deductions					
401K Retire%			-21.79	1087.07	
Dependent Flex			-38.46	538.44	
Flex Medical			-76.92	1076.88	
Long Term Dis			-5.31	74.34	
Vol Life AD&D EE			-0.09	4.58	
Vol Life AD&D Spouse			-0.28	3.92	
Vol Life Child			-0.92	12.88	
Vol Life EE			-5.08	71.12	
Vol Life Spouse			-2.35	32.90	
Net Pay			-1861.57	26019.59	Check No. 487997204
Net Pay Distribution					
Voided Check			-1061.57	14819.59	A/C:
Direct Dep. Distribution 1			-800.00	11200.00	A/C:
Employee Benefits, Allowances, and Other			Current Period	Year To Date	YTD Taken Available
401K Retire% - Match			-2.18	108.71	*Company Match
Basic Life Insurance - ER *			-3.59	50.26	*Memo Only

Check No. 487997204

CUSTOMER CONNEXX LLC
175 JACKSON AVE N SUITE 102
HOPKINS, MN 55434

DATE: 07/31/2023

Dept: 000505

Net Pay: **-1861.57**

Minus One Thousand Eight Hundred Sixty One And 57/100 Dollars

BYERS, KAYLYNN BREANNA
[REDACTED]
LAS VEGAS, NV [REDACTED]

For Record Purposes Only
****NON-NEGOTIABLE****