



CASE NO: A-23-867246-C  
Department 25

**COMJD**

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*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

ANTHONY ROMANO, on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

DOMINO'S PIZZA LLC; DOES 1 through  
50; inclusive,

Defendant(s).

Case No.:  
Dept. No.:

**CLASS ACTION COMPLAINT**

**Arbitration Exemption Claimed: Class  
Action**

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

**LIEN REQUESTED PURSUANT TO  
NRS § 608.050**

**JURY TRIAL DEMANDED**

COMES NOW Plaintiff Anthony Romano, on behalf of himself and all others similarly situated and alleges the following:

All allegations in the Complaint are based upon information and belief except for those allegations that pertain to the Plaintiff named herein and his 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, Article 15 Section 16, and Nevada Revised Statute ("NRS") sections 608.050 and 608.140. See *Neville v. Eighth Judicial Dist. Court in & for County of Clark*, 406 P.3d 499, 502 (Nev. 2017); *HG Staffing, LLC, et al. v Second Judicial District Court*, Nevada Supreme Court Case No. 79118 (May 7, 2020).

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

3. Plaintiff made a proper demand for wages due pursuant to NRS § 608.140 on March 8, 2023.

4. Venue is proper in this Court because the Defendant 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.

5. Plaintiff demands a jury trial on all issues triable by jury herein.

**PARTIES**

6. Plaintiff Anthony Romano (hereinafter "Plaintiff" or "Romano") was at all relevant times a resident of the State of Nevada and was employed by Defendant as a non-exempt hourly employee from June 2020 to November 2022.

7. Defendant Domino's Pizza LLC is a foreign limited-liability company registered with the Nevada Secretary of State.

8. Defendant Domino's Pizza LLC was doing business in this Judicial District in Clark County, Nevada where the subject incidences occurred.

9. At all times relevant, Defendant Domino's Pizza LLC was Plaintiff's employer.

10. The Defendant named herein is the employer of the Plaintiff and all Class Members alleged herein. The Defendants are employers engaged in commerce under the provisions of NRS § 608.011. The identity of DOES 1-50 is unknown at the time and the Complaint will be amended at such time when the identities are known to Plaintiff. Plaintiff is informed and believes 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" or "Defendants" herein shall mean "Defendant and each of them."

**FACTUAL ALLEGATIONS**

11. Plaintiff was employed by Defendant as a non-exempt employee from June 2020 to November 2022.

12. Defendant maintains an unlawful policy of not paying all daily overtime to non-exempt hourly employees who earn 1 ½ times less than the applicable minimum wage.

13. Plaintiff has frequently worked over 8 hours in any 24-hour workday.

14. On many occasions, the number of hours he worked in a workday under Nevada law was over 8 hours in a 24-hour period of time.

15. For instance, during the workweek of February 1, 2022, Defendant

1 scheduled Plaintiff to work and Plaintiff did work over 8 hours in a 24-hour period of time.  
2 See a true and correct copy of Plaintiff's timesheet attached hereto as Exhibit I.

3 16. But despite having worked more than 8 hours in a 24-hour period of time,  
4 Defendant failed to compensate Plaintiff at 1 ½ times his regular rate of pay for the  
5 overtime hours he worked. See a true and correct copy of Plaintiff's paystub attached  
6 hereto as Exhibit II.

7 **CLASS ACTION ALLEGATIONS**

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

10 18. Plaintiff brings this action on behalf of himself and all other similarly  
11 situated employees as a class action under Rule 23 of the Nevada Rules of Civil  
12 Procedure.

13 19. The **Nevada Overtime Class** is defined as "All hourly paid non-exempt  
14 persons employed by Defendant in the state of Nevada who earned less than 1 ½ times  
15 the applicable minimum wage and who worked over eight (8) hours in a workday at any  
16 time within 3 years from March 8, 2023 until judgment."

17 20. The **Waiting Time Wages Class** is defined as "All Nevada Overtime Class  
18 Members who are former employees of Defendant."

19 21. Class treatment is appropriate under Rule 23's class certification  
20 mechanism because:

21 a. The Classes are Sufficiently Numerous: Upon information and belief,  
22 Defendant employ, and have employed, in excess of 40 Nevada Overtime Class  
23 Members within the applicable time period. Because Defendant are legally obligated to  
24 keep accurate payroll records, Plaintiff alleges that Defendant's records will establish the  
25 members of the Classes as well as their numerosity.

26 b. Plaintiff's Claim is Typical to Those of Fellow Class Members: Each  
27 Class Member is and was subject to the same practices, plans, or policies as Plaintiff:  
28 whether Defendant compensated Plaintiff and members of the Class daily overtime

wages when they worked over 8 hours in a workday and whether members of the Waiting Time Wages Class are entitled to waiting time wages for the failure to pay them minimum, regular, and overtime wages owed.

c. Common Questions of Law and Fact Exist: Common questions of law and fact exist and predominate as to Plaintiff and the Class Members, including, without limitation: whether Defendant failed to pay Plaintiff and the Class Members one and one-half times their regular rate for all hours worked in excess of 8 hours a workday and whether Defendant failed to pay the Waiting Time Wages Class Members all their wages due and owing in violation of NRS § 608.020-050.

d. Plaintiff is Adequate Representative of the Class: Plaintiff will fairly and adequately represent the interests of the Classes because Plaintiff is a member of the Classes, he has issues of law and fact in common with all members of the Classes, and his interests are not antagonistic to Class members. Plaintiff and his counsel are aware of their fiduciary responsibilities to Class Members and are determined to discharge those duties diligently by vigorously seeking the maximum possible recovery for Class Members.

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

**FIRST CAUSE OF ACTION**  
**Failure to Pay Overtime Wages in Violation of NRS §§ 608.018 and 608.140**  
**(On Behalf of Plaintiff and the Nevada Overtime Class)**

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

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

24. 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 1/2 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.

25. 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.

26. As described above, Defendant maintains a policy and/or practice of illegal shift jamming (i.e., refusing to pay daily overtime when Plaintiff and members of the Nevada Overtime Class worked over 8 hours in a workday). As a result, Plaintiff and Nevada Overtime Class Members have been denied overtime compensation according to Nevada law.

27. Wherefore, Plaintiff demands for himself and all Nevada Overtime Class Members that Defendant pays Plaintiff and Nevada Overtime Class Members one and one-half times their "regular rate" of pay for all hours worked in excess of eight (8) hours in a workday during the relevant time period together with attorneys' fees, costs, and interest as provided by law.

**SECOND CAUSE OF ACTION**  
**Waiting Time Wages Pursuant to NRS §§ 608.020-.050 and 608.140**  
**(On Behalf of Plaintiff and the Waiting Time Wages Class)**

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

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

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

4           31.    NRS § 608.030 provides that “[w]henever an employee resigns or quits his  
5 or her employment, the wages and compensation earned and unpaid at the time of the  
6 employee’s resignation or quitting must be paid no later than...[t]he day on which the  
7 employee would have regularly been paid the wages or compensation; or[s]even days  
8 after the employee resigns or quits...whichever is earlier.”

9           32.    NRS § 608.040(1) (a-b), in relevant part, imposes additional wages on an  
10 employer who fails to pay a discharged or quitting employee: “Within 3 days after the  
11 wages or compensation of a discharged employee becomes due; or on the day the  
12 wages or compensation is due to an employee who resigns or quits, the wages or  
13 compensation of the employee continues at the same rate from the day the employee  
14 resigned, quit, or was discharged until paid for 30-days, whichever is less.”

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

20           34.    By failing to pay Waiting Time Wages Class Members their minimum,  
21 regular, and overtime wages in violation of state and federal law, Defendant have failed  
22 to timely remit all wages due and owing to the Waiting Time Wages Class Members.

23           35.    Despite demand, Defendant willfully refused and continues to refuse to pay  
24 Waiting Time Wages Class Members all the wages that were due and owing upon the  
25 termination of their employment.

26           36.    Wherefore, the Waiting Time Wages Class Members demand thirty (30)  
27 days of pay as waiting wages under NRS §§ 608.040 and 608.140, and thirty (30) days  
28

of pay as waiting wages under NRS §§ 608.050 and 608.140, together with attorneys' fees, costs, interest, and punitive damages, as provided by law.

**THIRD CAUSE OF ACTION**  
**Injunctive/Declaratory Relief**  
**(On Behalf of Plaintiff and the Nevada Overtime Class)**

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

38. As Defendant have failed to compensate Plaintiff and members of the Overtime Class at the correct overtime wage rate for all the overtime hours that they worked pursuant to NRS § 608.018, Defendant have wrongfully withheld wages properly owed to the Plaintiff and the Overtime Class Members.

39. Plaintiff and the Nevada Overtime Class will suffer irreparable injury if Defendant is not enjoined from the future wrongful retention of wages owed.

40. As a result of the aforementioned unlawful payment practices, Plaintiff submits that there has been a likelihood of success on the merits that Plaintiff and the Class Members have been damaged, that there is irreparable harm, and Plaintiff requests that this Honorable Court enter an Order that restrains Defendant from attempting to enforce the alleged unlawful payment practices.

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

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

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



**PRAYER FOR RELIEF**

Wherefore Plaintiff, by himself and on behalf of all Class Members, prays for relief as follows relating to his class action allegations:

1. For an order certifying this action as a class action on behalf the proposed Classes and providing notice to all Class Members so they may participate in this lawsuit;
2. For an order appointing Plaintiff as the Representative of the Classes and his counsel as Class Counsel;
3. For damages according to proof for overtime compensation under NRS §§ 608.018 and 608.140 for all hours worked over 8 hours per day;
4. For waiting time wages pursuant to NRS §§ 608.040-.050 and 608.140;
5. For a lien on the property where Plaintiff and all Nevada Class Members labored pursuant to NRS § 608.050;
6. For interest as provided by law at the maximum legal rate;
7. For injunctive relief;
8. For declaratory relief;
9. For punitive damages;
10. For reasonable attorneys' fees authorized by statute;
11. For costs of suit incurred herein;
12. For pre-judgment and post-judgment interest, as provided by law; and,
13. For such other and further relief as the Court may deem just and proper.

DATED: March 14, 2023

Respectfully submitted,

GABROY | MESSER

By: /s/ Christian Gabroy

Christian Gabroy

Nev. Bar No. 8805

Kaine Messer

Nev. Bar No. 14240

The District at Green Valley Ranch  
170 South Green Valley Parkway

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*Attorneys for Plaintiff*

# EXHIBIT I

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# EXHIBIT II

**Domino's Pizza LLC**

30 Frank Lloyd Wright Dr., P.O. Box 997  
Ann Arbor, MI 48106-0997  
877-921-8326

Pay Group: NVB-Nevada-Utah Store  
Pay Begin Date: 01/31/2022  
Pay End Date: 02/13/2022

Business Unit: STDBU  
Advice #: 608738  
Advice Date: 02/18/2022

Anthony Louis Romano [REDACTED]	Employee ID: 0335894	TAX DATA: Federal NV State
	Department: 07459-Corporate Store 07459	Tax Status: Single
	Location: Corporate Store 07459	Allowances: N/A 0
	Job Title: Delivery Expert	Percent: N/A
	Pay Rate: \$10.00 Hourly	Addl. Amt.: 25.00

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	Earnings	Description	Current	YTD
Regular	10.00	76.40	764.00	271.14	2,711.40	Fed Withholding	101.71	398.62
Overtime	15.00	1.51	22.65	21.95	329.25	Fed MED/EE	17.44	68.79
Federal Rule Tips			416.58		1,703.68	Fed OASDI/EE	74.60	294.15
FICA Rule Tips			416.58		1,703.68			
Bring Your Own Device			8.97		35.00			
Total:		77.91	795.62	293.09	3,075.65	Total:	193.75	761.56

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current: 795.62	1,203.23	193.75	0.00	601.87
YTD: 3,075.65	4,744.33	761.56	0.00	2,314.09

VACATION & EMERGENCY	
Vacation Annual Eligibility	
Hours Balance:	0.0
Emergency Medical	
Hours Balance:	40.00

NET PAY DISTRIBUTION	
Advice # 608738	601.87

Total: 601.87

Domino's Pizza LLC  
30 Frank Lloyd Wright Dr.  
P.O. Box 997  
Ann Arbor, MI 48106-0997

Date  
02/18/2022

Advice No.  
608738

Deposit Amount: \$601.87

To The  
Account(s) Of ANTHONY LOUIS ROMANO 07459  
[REDACTED]  
[REDACTED]  
[REDACTED]

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
	[REDACTED]	601.87

Total: 601.87

**NON-NEGOTIABLE**