

**GABROY | MESSER**  
170 S. Green Valley Pkwy., Suite 280  
Henderson, Nevada 89012  
(702) 259-7777 FAX: (702) 259-7704

Electronically Filed  
3/8/2023 3:15 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **FAC**  
2 Christian Gabroy  
3 Nev. Bar No. 8805  
4 Kaine Messer  
5 Nev. Bar No. 14240  
6 GABROY | MESSER  
7 170 South Green Valley Parkway  
8 Suite 280  
9 Henderson, Nevada 89012  
10 Tel. (702) 259-7777  
11 Fax. (702) 259-7704  
12 christian@gabroy.com  
13 kmesser@gabroy.com

14 Mark R. Thierman  
15 Nev. Bar No. 8285  
16 Joshua D. Buck  
17 Nev. Bar No. 12187  
18 Leah L. Jones  
19 Nev. Bar No. 13161  
20 THIERMAN BUCK LLP  
21 7287 Lakeside Drive  
22 Reno, Nevada 89511  
23 Tel. (775) 284-1500  
24 Fax. (775) 703-5027  
25 mark@thiermanbuck.com  
26 josh@thiermanbuck.com  
27 leah@thiermanbuck.com  
28 *Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

17 CARITA ROVERE, on behalf of herself  
18 and all others similarly situated;

19 Plaintiff,

20 vs.

21 LOLA'S, LLC d/b/a and a/k/a LOLA'S  
22 SUMMERLIN; DOES 1 through 50,  
23 inclusive,

24 Defendant.

Case No.: A-21-844119-C  
Dept.: 31

**FIRST AMENDED 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;
- 4) Injunctive Relief; and,
- 5) Unlawful Termination in Violation of the Nevada Constitution

**Lien Requested Pursuant to NRS  
608.050**

**Jury Trial Demanded**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FIRST AMENDED CLASS ACTION COMPLAINT**

COMES NOW Plaintiff Carita Rovere on behalf of herself and all others similarly situated and alleges the following:

All allegations in the First Amended Complaint are based upon information and belief except for those allegations that pertain to the Plaintiff named herein and her counsel. Each allegation in the First Amended 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”) Chapter 608. See *Neville v. Eighth Judicial Dist. Court in & for Cty. of Clark*, 406 P.3d 499 (Nev. 2017).

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

**PARTIES**

4. Plaintiff Carita Rovere (“Plaintiff”) is a resident of the State of Nevada and was employed by Defendant as a non-exempt hourly employee from in or about November of 2019 to in or about May of 2021.

5. Defendant Lola’s, LLC d/b/a and a/k/a Lola’s Summerlin (“Defendant”) is a domestic limited-liability company registered with the Nevada Secretary of State.

6. Defendant was doing business in this Judicial District in Clark County, Nevada where the subject incidences occurred.

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

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

15           9. The Defendants named herein are the employers of the Plaintiff and all  
16 Class Members alleged herein. The Defendants are employers engaged in commerce  
17 under the provisions of NRS 608.011. The identity of DOES 1-50 is unknown at the time  
18 and the First Amended Complaint will be amended at such time when the identities are  
19 known to Plaintiff. Plaintiff is informed and believes that each Defendants sued herein  
20 as DOE is responsible in some manner for the acts, omissions, or representations  
21 alleged herein and any reference to "Defendant" or "Defendants" herein shall mean  
22 "Defendants and each of them."

## **FACTUAL ALLEGATIONS**

### **The Named-Plaintiff**

23  
24  
25           10. Plaintiff was employed by Defendant as a non-exempt hourly employee  
26 from in or about November of 2019 to in or about May of 2021.

27           11. Plaintiff had been classified as an hourly non-exempt employee of  
28 Defendant with an hourly rate of pay of \$8.55.

1 12. Plaintiff was regularly scheduled for and regularly worked at least 8 hours  
2 per workday.

3 **Defendant's Policy of Failing to Offer or Provide Health Insurance Benefits Less**  
4 **Than 10% of Employees' Total Gross Income**

5 13. Defendant maintains an unlawful payment practice of paying Plaintiff and  
6 all other similarly situated employees less than the higher-tier minimum rate even  
7 though Defendant does not offer or provide insurance that is less than 10% of the total  
8 gross income of Plaintiff and other similarly situated employees.

9 14. Indeed, upon information and belief, Defendant only offers health  
10 insurance to "full time employees." See a true and correct copy of the April 27, 2021 text  
11 message attached hereto as Exhibit I.

12 15. For instance, on the pay period beginning June 29, 2020 (a true and  
13 correct copy of Plaintiff's earnings statement is attached hereto as Exhibit II, with the  
14 wages for the aforementioned pay period being issued on July 14, 2020), Defendant  
15 paid Plaintiff a total gross taxable income of \$386.89 in minimum wages for 45.25 hours  
16 worked.

17 16. Tips are not included in the calculation of an employee's total gross  
18 taxable income. See *MDC Restaurants, LLC et al v. The Eighth Judicial Dist. Court*, 132  
19 Nev. Op. 76 (Oct. 27, 2016).

20 17. During that same period of time (and indeed during her entire  
21 employment), Plaintiff was not offered nor provided with health benefits of less than the  
22 10% maximum percentage for an employer to qualify for the lower-tier minimum wage  
23 payment.

24 18. During such June 29, 2020 through July 12, 2020 pay period and  
25 specifically on July 1, 2020, Nevada's two-tier minimum wage increased from \$7.25 an  
26 hour to \$8.00 an hour for employees offered qualifying health benefits and from \$8.25  
27 an hour to \$9.00 an hour for employees not offered qualifying health benefits.

28

1           19. During such pay period (and indeed during her entire employment),  
2 Defendant failed to compensate Plaintiff at the then-correct legal higher-tier minimum  
3 wage rate of \$8.25 (prior to July 1, 2020) or \$9.00 (following July 1, 2020) per non-  
4 overtime hour worked.

5           20. Similarly, on the pay period beginning June 1, 2020 (a true and correct  
6 copy of Plaintiff's earnings statement is attached hereto as Exhibit III, with the wages for  
7 the aforementioned pay period being issued on June 16, 2020), Defendant paid Plaintiff  
8 a total gross taxable income of \$274.54 in minimum wages for 32.11 regular hours  
9 worked. During that same period of time, Plaintiff was not offered or provided with  
10 health benefits of less than the 10% maximum percentage for an employer to qualify for  
11 the lower-tier minimum wage payment. Accordingly, Defendant failed to compensate  
12 Plaintiff at the correct legal higher-tier minimum wage rate of \$8.25 per non-overtime  
13 hour worked.

14           21. The policies and practices of Defendant at all relevant times have been  
15 substantially similar, if not identical, for all employees at all Defendant's locations.  
16 Defendant also purportedly paid less than the higher-tier minimum wage rate to putative  
17 class members even though it did not offer health insurance to employees at a cost of  
18 10% or less than their gross earnings

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

23           **Defendant's Policy of Failing to "Shift Jamming" and Not Paying Daily Overtime**

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

27           24. Plaintiff has frequently worked over 8 hours in any 24-hour workday.  
28

1 25. On many occasions, Plaintiff has worked a shift in the late afternoon and  
2 evening hours and then returned the next day at an earlier start time than the previous  
3 day's shift. The number of hours she worked in a workday under Nevada law was over  
4 8 hours in a 24-hour period of time.

5 26. For instance, during the workweek of June 29, 2020, Defendant scheduled  
6 Plaintiff to work and Plaintiff did work over 8 hours in a 24-hour period of time. See a  
7 true and correct copy of Plaintiff's punch records attached hereto as Exhibit IV.

8 27. But despite having worked more than 8 hours in a 24-hour period of time,  
9 Defendant failed to compensate Plaintiff at 1 ½ times her regular rate of pay for the  
10 overtime hours he worked. See a true and correct copy of Plaintiff's July 14, 2020  
11 earnings statement attached hereto as Exhibit II.

12 28. Upon information and belief, Defendant maintains a company-wide policy  
13 and practice of refusing to pay daily overtime wages to Nevada employees who worked  
14 over 8 hours in a workday.

15 29. This "no daily overtime" policy has always been common to all non-  
16 exempt hourly paid employees at Defendant's locations in the state of Nevada.

17 **Class Allegations**

18 30. Plaintiff realleges and incorporates by this reference all the paragraphs  
19 above in this First Amended Complaint as though fully set forth herein.

20 31. Plaintiff brings this action on behalf of herself and all others similarly  
21 situated employees as a class action under Rule 23 of the Nevada Rules of Civil  
22 Procedure.

23 32. The **Classes** are defined as follows:

- 24 A. **Minimum Wage Class:** "All hourly paid non-exempt persons  
25 employed by Defendant who were paid less than the applicable  
26 minimum wage per non-overtime hour worked in the state of  
27 Nevada within 2 years from the filing of this complaint until  
28 judgment."  
B. **Overtime Class:** "All hourly paid non-exempt persons employed  
by Defendant who were paid less than 1 ½ times the applicable

1 minimum wage per overtime hour worked in the state of Nevada  
2 within 3 years from the filing of this complaint until judgment.”

3 **C. Waiting Time Wages Class:** “All members of the Minimum  
4 Wage and/or Overtime Classes who are former employees.”

5 33. Class treatment is appropriate under Rule 23’s class certification  
6 mechanism because:

7 A. The Classes are Sufficiently Numerous: Upon information and  
8 belief, Defendant employs, and has employed, in excess of 40 Minimum Wage,  
9 Overtime, and Waiting Time Wages Class Members within the applicable time period.  
10 Because Defendant is legally obligated to keep accurate payroll records, Plaintiff  
11 alleges that Defendant’s records will establish the members of these Classes as well as  
12 their numerosity.

13 B. Plaintiff’s Claims is Typical to Those of Fellow Class Members:  
14 Each Class Member is and was subject to the same practices, plans, or policies as  
15 Plaintiff: (1) Whether Defendant can meet its burden of demonstrating that Plaintiff and  
16 Minimum Wage Class Members were only entitled to receive less than the higher-tier  
17 minimum wage rate; (2) Whether Defendant can meet its burden of demonstrating that  
18 Plaintiff and Overtime Class Members were paid the appropriate overtime wage rate for  
19 all overtime hours worked; (3) Whether Plaintiff and members of the Waiting Time  
20 Wages Class are entitled to waiting time wages for the failure to pay them minimum,  
21 regular, and overtime wages owed.

22 C. Common Questions of Law and Fact Exist: Common questions of  
23 and fact exist and predominate as to Plaintiff and the Class Members, including, without  
24 limitation: Whether Defendant offered health insurance to Plaintiff and Class Members  
25 that was no more than 10% of employees’ gross taxable income and whether  
26 Defendant failed to pay the Waiting Time Wages Class Members all their wages due  
27 and owing in violation of NRS 608.020-050.

28 D. Plaintiff is Adequate Representative of the Class: Plaintiff will fairly  
and adequately represent the interests of the Class because Plaintiff is a member of all

1 the Classes, she has issues of law and fact in common with all members of the  
2 Classes, and her interests are not antagonistic to Class members. Plaintiff and her  
3 counsel are aware of their fiduciary responsibilities to Class Members and are  
4 determined to discharge those duties diligently by vigorously seeking the maximum  
5 possible recovery for Class Members.

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

14 **FIRST CAUSE OF ACTION**  
15 **Failure to Pay Minimum Wages in Violation of the Nevada Constitution**  
16 **(On Behalf of Plaintiff and the Minimum Wage Class Against Defendant)**

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

19 35. Article 15 Section 16 of the Nevada Constitution sets forth the  
20 requirements the minimum wage requirements in the State of Nevada ("MWA"). The  
21 MWA sets forth a two-tiered minimum wage, which were set at \$7.25 and \$8.25 prior to  
22 July 1, 2020 and then increased to \$8.00 and \$9.00 following July 1, 2020.

23 36. On July 1, 2021, Nevada's two-tiered minimum wage again increased, this  
24 time to \$8.75 and \$9.75.

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



1 38. As alleged herein, Defendant paid Plaintiff and all other members of the  
2 Class less than the applicable higher-tier minimum wage rate but failed to offer  
3 qualifying health benefits to its employees and the employees’ dependents at a total  
4 cost to the employee for premiums of not more than 10% of the employees’ gross  
5 taxable income.

6 39. By unlawfully paying Plaintiff and members of the Class less than the  
7 then-applicable higher-tier minimum wage rate, Defendant has failed to compensate  
8 Plaintiff and members of the Class at the minimum wage rate for all the hours that they  
9 worked pursuant to the Nevada Constitution.

10 40. Wherefore, Plaintiff demands for herself and for all other Class Members  
11 that Defendant pay Plaintiff and Class Members their unpaid minimum wages for all  
12 hours worked during the relevant time period alleged herein together with attorneys’  
13 fees, 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 Defendant)**

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

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

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

22 An employer shall pay 1 1/2 times an employee’s regular  
23 wage rate whenever an employee who receives  
24 compensation for employment at a rate less than 1 1/2 times  
25 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.

26 44. NRS 608.018(2) provides as follows:

27 An employer shall pay 1 1/2 times an employee’s regular  
28 wage rate whenever an employee who receives  
compensation for employment at a rate not less than 1 1/2

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

times the minimum rate prescribed pursuant to NRS 608.250 works more than 40 hours in any scheduled week of work.

45. As alleged herein, 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.

46. 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.

**THIRD 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 Against Defendant)**

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

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

49. 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.”

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

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

6 52. By failing to pay Plaintiff and the Waiting Time Wages Class Members  
7 their legally mandated minimum and overtime wages, Defendant has failed to timely  
8 remit all wages due and owing to Plaintiff and the Waiting Time Wages Class Members.

9 53. Defendant willfully refuses and continues to refuse to pay Plaintiff and  
10 Waiting Time Wages Class Members all the wages that were due and owing upon the  
11 termination of their employment.

12 54. Wherefore, Plaintiff and the Waiting Time Wages Class Members demand  
13 thirty (30) days of pay as waiting wages under NRS 608.040 and 608.140, and thirty  
14 (30) days of pay as waiting wages under NRS 608.050 and 608.140, together with  
15 attorneys’ fees, costs, and interest, as provided by law.

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

19 55. Plaintiff realleges and incorporates by this reference all the paragraphs  
20 above in this First Amended Complaint as though fully set forth herein.

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

27 57. As Defendant has likewise failed to compensate Plaintiff and members of  
28 the Overtime Class at the correct overtime wage rate for all the overtime hours that they

1 worked pursuant to NRS 608.018, Defendant has wrongfully withheld wages properly-  
2 owed to the Plaintiff and the Overtime Class Members.

3 58. Plaintiff, the Minimum Wage Class, and the Overtime Class will suffer  
4 irreparable injury if Defendant is not enjoined from the future wrongful retention of  
5 wages owed.

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

9 60. Plaintiff requests that this Honorable Court enter an Order that restrains  
10 Defendant from attempting to enforce the alleged unlawful payment practices.

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

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

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

21 **FIFTH CAUSE OF ACTION**  
22 **Unlawful Termination in Violation of the Nevada Constitution**  
23 **(On Behalf of Plaintiff Individually Against Defendant)**

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

26 65. Article 15, Section 16 of the Nevada Constitution provides that  
27 An employer shall not discharge, reduce the compensation  
28 of or otherwise discriminate against any employee for using  
any civil remedies to enforce this section or otherwise  
asserting his or her rights under this section.

1 66. On or about May 19, 2021, Plaintiff stated to Defendant that she was paid  
2 less than what was required under the Nevada Constitution.

3 67. Plaintiff further requested to Defendant to meet to discuss why she was  
4 being paid at a rate below Nevada's then-applicable minimum wage.

5 68. On or about May 20, 2021, Defendant stated to Plaintiff that due to the  
6 "inappropriate nature" of Plaintiff's communications concerning not being paid her lawful  
7 minimum wages, Defendant was suspending Plaintiff.

8 69. On or about May 25, 2021, Defendant terminated Plaintiff for "accusations  
9 of violating minimum wage law."

10 70. Such termination was in violation of Article 15, Section 16 of the Nevada  
11 Constitution.

12 71. Due to such unlawful termination, Plaintiff has been damaged.

13 72. Plaintiff is entitled to all available relief under Article 15, Section 16 of the  
14 Nevada Constitution.

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

17 **SIXTH CAUSE OF ACTION**  
18 **Unlawful Termination in Violation of NRS 608 *et seq.***  
19 **(On Behalf of Plaintiff Individually Against Defendant)**

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

22 75. NRS 608.015 provides that

23 It is unlawful for any person by force, intimidation, threat of  
24 procuring dismissal from employment or in any other manner  
25 to induce or attempt to induce an employee to refrain from  
testifying in any investigation or proceeding relating to or  
arising under this chapter, or to discharge or penalize any  
employee for so testifying.

26 76. Plaintiff's termination, as described herein, was in violation of NRS 608 *et*  
27 *seq.*

28 77. Due to such unlawful termination, Plaintiff has been damaged.

1 78. Plaintiff is entitled to all available relief under NRS 608 *et seq.*

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

4 **PRAYER FOR RELIEF**

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

- 7 1. For an order certifying this action as a class action on behalf the proposed  
8 Classes and providing notice to all Class Members so they may participate  
9 in this lawsuit;
- 10 2. For an order appointing Plaintiff as the Representative of the Classes and  
11 her counsel as Class Counsel;
- 12 3. For damages according to proof for minimum rate pay under the Nevada  
13 Constitution for all hours worked;
- 14 4. For damages according to proof for overtime compensation under NRS  
15 608.018 and 608.140 for all hours worked over 8 hours per day and/or  
16 over 40 hours in a workweek;
- 17 5. For waiting time wages pursuant to NRS 608.040-.050 and 608.140;
- 18 6. For a lien on the property where Plaintiff and all Nevada Class Members  
19 labored pursuant to NRS 608.050;
- 20 7. For damages according to proof under Article 15, Section 16 of the  
21 Nevada Constitution;
- 22 8. For damages according to proof under NRS 608 *et seq.*;
- 23 9. For injunctive relief;
- 24 10. For declaratory relief;
- 25 11. For interest as provided by law at the maximum legal rate;
- 26 12. For punitive damages;
- 27 13. For reasonable attorneys' fees authorized by statute;
- 28 14. For costs of suit incurred herein;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

DATED: March 8, 2023

GABROY | MESSER

By: /s/ Christian Gabroy  
Christian Gabroy  
Nev. Bar No. 8805  
Kaine Messer  
Nev. Bar No. 14240  
170 South Green Valley Parkway  
Suite 280  
Henderson, Nevada 89012  
Tel. (702) 259-7777  
Fax. (702) 259-7704

Mark R. Thierman  
Nev. Bar No. 8285  
Joshua D. Buck  
Nev. Bar No. 12187  
Leah L. Jones  
Nev. Bar No. 13161  
THIERMAN BUCK LLP  
7287 Lakeside Drive  
Reno, Nevada 89511  
Tel. (775) 284-1500  
Fax. (775) 703-5027  
*Attorneys for Plaintiff*

**GABROY | MESSER**  
170 S. Green Valley Pkwy., Suite 280  
Henderson, Nevada 89012  
(702) 259-7777 FAX: (702) 259-7704

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I, Christian Gabroy on the 8th day of March 2023, electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System, a true and correct copy of the foregoing **FIRST AMENDED CLASS ACTION COMPLAINT** addressed to:

*All parties registered through the Court's Odyssey System.*

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  
Suite 280  
Henderson, Nevada 89012  
Tel (702) 259-7777  
Fax (702) 259-7704  
christian@gabroy.com  
kmesser@gabroy.com  
*Attorneys for Plaintiff*



# EXHIBIT I

3:04



12 People >

Text Message  
Tue, Apr 27, 5:41 PM

Christy Lolas GM

Lola's offers insurance to full time employees and open enrollment is this month. If interested see me or Miss Lola

CG



Text Message 



# EXHIBIT II

Company Code RQ/77U 21683061 Loc/Dept 01/5 Number 7823375 Page 1 of 1  
 Lolás LLC  
 5680 COE Estates CT  
 Las Vegas, NV 89149

# Earnings Statement



Period Starting: 06/29/2020  
 Period Ending: 07/12/2020  
 Pay Date: 07/14/2020

Taxable Marital Status: Single  
 Exemptions/Allowances: Tax Override:  
 Federal: 2 Federal:  
 State: 0 State:  
 Local: 0 Local:  
 Social Security Number: XXX-XX-XXXX

**Carita E Rovere**



Earnings	rate	hours/units	this period	year to date
Regular	8.5500	45.25	386.89	3887.80
Overtime			0.00	54.12
Credit card tips paid		0.00	775.40	7852.49

**Gross Pay** **\$1,162.29** \$11,794.41

Statutory Deductions	this period	year to date
Federal Income	-74.65	753.29
Social Security	-72.06	731.25
Medicare	-16.85	171.02

Voluntary Deductions	this period	year to date
Child support 1	-111.23	1076.78
Creditor 1	-2.00	18.00
Employer processing fee	-3.00	27.00

**Net Pay** **\$107.10**

Other Benefits and Information	this period	year to date
Total Hours Worked	45.25	458.30

Deposits account number	transit/ABA	amount
XXXXXX [REDACTED]	XXXXXXXXXX	107.10

Your federal taxable wages this period are \$1,162.29

Lolás LLC  
 5680 COE Estates CT  
 Las Vegas, NV 89149

Pay Date: 07/14/2020

Deposited to the account	account number	transit/ABA	amount
Checking DirectDeposit	[REDACTED]	XXXXXXXXXX	107.10

**THIS IS NOT A CHECK**

Carita E Rovere



# EXHIBIT III

Company Code RQ/77U 21683061  
 Loc/Dept 01/5  
 Number 7747185 Page 1 of 1  
 Lolás LLC  
 5680 COE Estates CT  
 Las Vegas, NV 89149

# Earnings Statement



Period Starting: 06/01/2020  
 Period Ending: 06/14/2020  
 Pay Date: 06/16/2020

Taxable Marital Status: Single  
 Exemptions/Allowances: Tax Override:  
 Federal: 2 Federal:  
 State: 0 State:  
 Local: 0 Local:  
 Social Security Number: XXX-XX-XXXX

**Carita E Rovere**



Earnings	rate	hours/units	this period	year to date
Regular	8.5500	32.11	274.54	3073.32
Overtime			0.00	54.12
Credit card tips paid		0.00	570.69	6466.21

**Gross Pay** **\$845.23** \$9,593.65

Statutory Deductions	this period	year to date
Federal Income	-36.83	618.85
Social Security	-52.41	594.81
Medicare	-12.26	139.11

Voluntary Deductions	this period	year to date
Child support 1	-111.23	854.32
Creditor 1	-2.00	14.00
Employer processing fee	-3.00	21.00

**Net Pay** **\$56.81**

Other Benefits and Information	this period	year to date
Total Hours Worked	32.11	363.04

Deposits account number	transit/ABA	amount
[Redacted]	XXXXXXXXXX	56.81

Your federal taxable wages this period are \$845.23

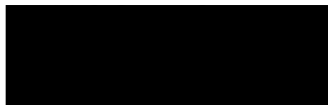
Lolas LLC  
 5680 COE Estates CT  
 Las Vegas, NV 89149

Pay Date: 06/16/2020

Deposited to the account	account number	transit/ABA	amount
Checking DirectDeposit	[Redacted]	XXXXXXXXXX	56.81

THIS IS NOT A CHECK

Carita E Rovere



# EXHIBIT IV

\*\* Each Amount Due \*\*

**LA'S**  
Center Drive  
s, NV, 89144  
871-5652

**LOLA'S**  
1220 N Town Center Drive  
Las Vegas, NV, 89144  
(702) 871-5652

**Wednesday, July 8, 2020 04:26 PM**

Empl: Carita  
Station: 1

Clocked In: 07/08/2020 10:16:43 AM  
Clocked Out: 07/08/2020 04:26:47 PM

Total Time 6 Hours 10 Min

**Tuesday, July 7, 2020 09:27 PM**

Empl: Carita  
Station: 4

Clocked In: 07/07/2020 05:02:21 PM  
Clocked Out: 07/07/2020 09:27:08 PM

Total Time 4 Hours 24 Min