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NRCP 23 Certified Class*

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; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: A-23-877788-C

Dept. No.: 8

**ORDER GRANTING PLAINTIFFS'
APPLICATION FOR DEFAULT
JUDGMENT AGAINST DEFENDANTS
CUSTOMER CONNEXX AND VM7**

This matter came on hearing on May 23, 2024, on Plaintiffs KAYLYNN BYERS and
EVERARDO JUAREZ, on behalf of themselves and the NRCP 23 Certified Class ("Plaintiffs"),
Application for Judgment by Default against Defendants CUSTOMER CONNEXX, LLC and
VM7 CORPORATION ("Defendants" or "Customer Connexx"). Defendants CUSTOMER
CONNEXX, LLC, and VM7 CORPORATION did not appear.

1 Having reviewed all the moving papers and heard oral argument with respect to: (1)
2 application for default judgment against Defendants CUSTOMER CONNEXX, LLC and VM7
3 CORPORATION along with Plaintiffs' supplemental briefing on NRS 608.040-.050 waiting
4 time/continuation wage penalties, and upon review of all relevant papers and pleadings in this
5 action, the Court hereby FINDS and, CONCLUDES, and ORDERS as follows:

7 **FINDINGS OF FACT**

- 8 1. Defendants terminated Plaintiffs employment on August 19, 2023, through a "Lay
9 Off" Letter without paying the Plaintiff-employees all wages due and owing to them.
- 10 2. Plaintiffs filed their original complaint on September 14, 2023.
- 11 3. Plaintiffs' operable First Amended Complaint filed on December 15, 2023,
12 alleges five (5) causes of action: (1) failure to pay minimum wages in violation of the Nevada
13 Constitution and NRS 608.250; (2) failure to compensate for all hours worked in violation of
14 NRS 608.140 and 608.016; (3) failure to pay overtime in violation of NRS 608.140 and 608.018;
15 (4) failure to pay all wages due and owing in violation of NRS 608.140 and 608.020, .040, and
16 .050; and (5) Breach of Contract for failure to timely pay all wages due and owing prior to and
17 after their layoff from Defendants' call center in Las Vegas, Nevada.
- 18 4. Plaintiffs made a proper NRS 608.140 demand on September 8, 2023.
- 19 5. The Court granted Plaintiffs' Motion for NRCP 23 Class Certification on
20 December 20, 2023.
- 21 6. The Class is defined as: All individuals employed by Customer Connexx who
22 were owed wages as of August 19, 2023, and have not been paid their wages within three days
23 of their termination pursuant to the August 19, 2023 letter.
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15. NRCp 55(a) requires when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default.

1 16. NRCp 55(b)(2) requires the Court to conduct hearings for amounts in excess of
2 \$50,000.00, in order to conduct an accounting, determine the amount of damages, establish the
3 truth of any allegations by evidence, or investigate any other matter, in order to effectuate
4 judgment.

5 17. NRCp 54(c) requires that a default judgment must not differ in kind from, or
6 exceed in amount, what is demanded in the pleadings and shall grant the relief to which each
7 party is entitled, even if the party has not demanded such relief in its pleadings.

8 18. NAC 608.115(1) provides that hours worked includes all time worked by the
9 employee at the direction of the employer, including time worked by the employee that is outside
10 the scheduled hours of work of the employee.

11 19. NRS 608.011 defines an employer as every person having control or custody of
12 any employment, place of employment or any employee.

13 20. NRS 608.140 provides that an employee has a private right of action for unpaid
14 wages and shall have cause to bring suit for wages earned and due according to the terms of his
15 or her employment and shall establish by decision of the court or verdict of the jury that the
16 amount for which he or she has brought suit is justly due and that a demand has been made, in
17 writing, at least 5 days before suit was brought, for a sum not to exceed the amount so found due,
18 the court before which the case shall be tried shall allow to the Plaintiff a reasonable attorney fee,
19 in addition to the amount found due for wages and penalties, to be taxed as costs of suit.

20 21. NRS 608.016 requires that an employer shall pay to the employee wages for each
21 hour the employee works.
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1 22. NRS 608.020 requires that whenever an employer discharges an employee, the
2 wages and compensation earned and unpaid at the time of such discharge shall become due and
3 payable immediately.

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

9 24. NRS 608.050(1) provides that whenever an employer of labor shall discharge or
10 lay off employees without first paying them the amount of any wages or salary then due them, in
11 cash and lawful money of the United States, or its equivalent, or shall fail, or refuse on demand,
12 to pay them in like money, or its equivalent, the amount of any wages or salary at the time the
13 same becomes due and owing to them under their contract of employment, whether employed by
14 the hour, day, week or month, each of the employees may charge and collect wages in the sum
15 agreed upon in the contract of employment for each day the employer is in default, until the
16 employee is paid in full, without rendering any service therefor; but the employee shall cease to
17 draw such wages or salary 30 days after such default.

18 25. NRS 17.130(1) and (2) provides that in all judgments rendered by any court of
19 justice for any debt, damages, or costs, and in all executions issued thereon, the judgment draws
20 interest from the time of service of the summons and complaint until satisfied at a rate equal to
21 the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial
22 Institutions on January 1 or July 1 immediately preceding the date of judgment plus 2 percent.

23 26. The Prime Interest Rate for January 1, 2023, through July 1, 2023, is 8.25%.

CONCLUSION OF LAW

27. Defendants Customer Connexx and VM7 Corporation are employers of the Plaintiff employees.

28. The demand for judgment does not differ in kind from or exceed in amount what is demanded in the pleadings.

29. 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.

30. NRS 608.020 - .050 is remedial in purpose.

31. By failing to pay Plaintiffs and the Class for the work they performed for 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 in violations of NRS 608.140 and 608.020.

32. By failing to pay Plaintiffs and the Class for the work they performed for 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 in violations of NRS 608.140 and 608.040, entitling each Plaintiff employee to 30 days wages.

33. By failing to pay Plaintiffs and the Class for the work they performed for Defendants for failure to pay wages at the sum agreed upon in Plaintiffs' employment agreement with Defendants and 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 in violations of NRS 608.140 and 608.050, entitling each Plaintiffs employee to 30 days wages.

34. Plaintiffs are entitled to interest pursuant to NRS 17.130(2) based on the prime interest rate of 8.25% plus 2% in the amount of 10.25%.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' Motion for Judgment by Default in the amount of \$506,349.10 is HEREBY GRANTED.

IT IS SO ORDERED.

Dated this 8th day of May, 2024

Jessica K Petersen

208 18C 3B77 DA44
Jessica K. Peterson
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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5
6 Kaylynn Byers, Plaintiff(s)

CASE NO: A-23-877788-C

7 vs.

DEPT. NO. Department 8

8 Customer Connexx LLC,
9 Defendant(s)

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11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 5/8/2024

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