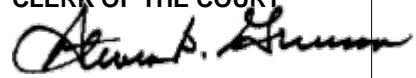


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Electronically Filed
12/27/2022 3:04 PM
Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-22-863133-C
Department 19

1 **COMJD**
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15 *Attorneys for Plaintiff*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

17 BRITTINEY CISNEROS, on behalf of
18 herself and all others similarly situated,

19 Plaintiff,

20 vs.

21 PRESTIGE SENIOR LIVING, L.L.C.;
22 HENDERSON VENTURES TOO, L.L.C.;
DOES 1 through 50; inclusive,

23 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

1 COMES NOW Plaintiff Brittiney Cisneros, on behalf of herself and all others
2 similarly situated and alleges the following:

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

7 **JURISDICTION AND VENUE**

8 1. This Court has original jurisdiction over the state law claims alleged herein
9 because the amount in controversy exceeds \$15,000 and a party seeking to recover
10 unpaid wages has a private right of action pursuant to the Nevada Constitution, Article
11 15 Section 16, and Nevada Revised Statute (“NRS”) sections 608.050 and 608.140. See
12 *Neville v. Eighth Judicial Dist. Court in & for County of Clark*, 406 P.3d 499, 502 (Nev.
13 2017); *HG Staffing, LLC, et al. v Second Judicial District Court*, Nevada Supreme Court
14 Case No. 79118 (May 7, 2020).

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

17 3. Plaintiff made a proper demand for wages due pursuant to NRS 608.140
18 on December 20, 2022.

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

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

23 **PARTIES**

24 6. Plaintiff Brittiney Cisneros (hereinafter “Plaintiff” or “Cisneros”) was at all
25 relevant times a resident of the State of Nevada and was employed by Defendants as a
26 non-exempt hourly employee from July of 2022 to October of 2022.

27 7. Defendant Prestige Senior Living, L.L.C. is a foreign limited-liability
28 company registered with the Nevada Secretary of State.

1 8. Defendant Prestige Senior Living, L.L.C. was doing business in this Judicial
2 District in Clark County, Nevada where the subject incidences occurred.

3 9. At all times relevant, Defendant Prestige Senior Living, L.L.C. was
4 Plaintiff's employer.

5 10. Defendant Henderson Ventures Too, L.L.C. is a foreign limited-liability
6 company registered with the Nevada Secretary of State.

7 11. Defendant Henderson Ventures Too, L.L.C. was doing business in this
8 Judicial District in Clark County, Nevada where the subject incidences occurred.

9 12. At all times relevant, Defendant Henderson Ventures Too, L.L.C. was
10 Plaintiff's employer.

11 13. At all times relevant, Defendant Henderson Ventures Too, L.L.C. held the
12 fictitious firm name Prestige Senior Living at Mira Loma with Clark County.

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

21 **FACTUAL ALLEGATIONS**

22 15. Plaintiff was employed by Defendants as a non-exempt employee from July
23 of 2022 to October of 2022.

24 16. Defendants do not offer or provide insurance that is less than 10% of the
25 total gross income of Plaintiff and other similarly situated employees.

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

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

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

4 20. For instance, during the workweek of September 12, 2022, Defendants
5 scheduled Plaintiff to work and Plaintiff did work over 8 hours in a 24-hour period of time.
6 See a true and correct copy of Plaintiff's timecard attached hereto as Exhibit I.

7 21. But despite having worked more than 8 hours in a 24-hour period of time,
8 Defendants failed to compensate Plaintiff at 1 ½ times her regular rate of pay for the
9 overtime hours she worked. See a true and correct copy of Plaintiff's paystub attached
10 hereto as Exhibit II.

11 **CLASS ACTION ALLEGATIONS**

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

14 23. Plaintiff brings this action on behalf of herself and all other similarly situated
15 employees as a class action under Rule 23 of the Nevada Rules of Civil Procedure.

16 24. The **Nevada Overtime Class** is defined as "All hourly paid non-exempt
17 persons employed by Defendants in the state of Nevada who earned less than 1 ½ times
18 the applicable minimum wage and who worked over eight (8) hours in a workday at any
19 time within 3 years from December 20, 2022 until judgment."

20 25. The **Waiting Time Wages Class** is defined as "All Nevada Overtime Class
21 Members who are former employees of Defendants."

22 26. Class treatment is appropriate under Rule 23's class certification
23 mechanism because:

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

1 b. Plaintiff's Claim is Typical to Those of Fellow Class Members: Each
2 Class Member is and was subject to the same practices, plans, or policies as Plaintiff:
3 whether Defendants compensated Plaintiff and members of the Class daily overtime
4 wages when they worked over 8 hours in a workday and whether members of the
5 Waiting Time Wages Class are entitled to waiting time wages for the failure to pay them
6 minimum, regular, and overtime wages owed.

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

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

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

28

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

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

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

8 29. NRS 608.018(1) provides as follows:

9 An employer shall pay 1 1/2 times an employee's
10 regular wage rate whenever an employee who receives
11 compensation for employment at a rate less than 1 1/2 times
12 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.

13 30. NRS 608.018(2) provides as follows:

14 An employer shall pay 1 1/2 times an employee's regular
15 wage rate whenever an employee who receives
16 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.

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

22 32. Wherefore, Plaintiff demands for herself and all Nevada Overtime Class
23 Members that Defendants pays Plaintiff and Nevada Overtime Class Members one and
24 one-half times their "regular rate" of pay for all hours worked in excess of eight (8) hours
25 in a workday during the relevant time period together with attorneys' fees, costs, and
26 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)

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

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

7 35. NRS 608.020 provides that “[w]henver an employer discharges an
8 employee, the wages and compensation earned and unpaid at the time of such
9 discharge shall become due and payable immediately.”

10 36. NRS 608.030 provides that “[w]henver an employee resigns or quits his or
11 her employment, the wages and compensation earned and unpaid at the time of the
12 employee’s resignation or quitting must be paid no later than...[t]he day on which the
13 employee would have regularly been paid the wages or compensation; or[s]even days
14 after the employee resigns or quits...whichever is earlier.”

15 37. NRS 608.040(1) (a-b), in relevant part, imposes additional wages on an
16 employer who fails to pay a discharged or quitting employee: “Within 3 days after the
17 wages or compensation of a discharged employee becomes due; or on the day the
18 wages or compensation is due to an employee who resigns or quits, the wages or
19 compensation of the employee continues at the same rate from the day the employee
20 resigned, quit, or was discharged until paid for 30-days, whichever is less.”

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

26 39. By failing to pay Waiting Time Wages Class Members their minimum,
27 regular, and overtime wages in violation of state and federal law, Defendants have failed
28 to timely remit all wages due and owing to the Waiting Time Wages Class Members.

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40. Despite demand, Defendants willfully refused and continue to refuse to pay Waiting Time Wages Class Members all the wages that were due and owing upon the termination of their employment.

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

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

43. As Defendants 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, Defendants have wrongfully withheld wages properly owed to the Plaintiff and the Overtime Class Members.

44. Plaintiff and the Nevada Overtime Class will suffer irreparable injury if Defendants are not enjoined from the future wrongful retention of wages owed.

45. 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 Defendants from attempting to enforce the alleged unlawful payment practices.

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

47. 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

1 and remedies thereunder including such an Order stating that such payment practices
2 are unlawful.

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

5 **PRAYER FOR RELIEF**

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

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

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13. For such other and further relief as the Court may deem just and proper.
DATED: December 27, 2022

Respectfully submitted,

GABROY | MESSER

By: /s/ Christian Gabroy
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Attorneys for Plaintiff

EXHIBIT I



Cisneros, Brittney N
28761


















Requested by [REDACTED]
















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Timecard



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Tue 7/05													
Wed 7/06													
Thu 7/07													
Fri 7/08													
Sat 7/09													
Sun 7/10													
Mon 7/11													
Tue 7/12			2:00 PM	7:20 PM	ma W123-ORIENT;;;	7:50 PM	10:00 PM	ma W123-ORIENT;;;			7.5000	7.5000	7.5000
Wed 7/13			2:00 PM	7:25 PM	ma W123-ORIENT;;;	7:55 PM	10:00 PM	ma W123-ORIENT;;;			7.5000	7.5000	15.0000
Thu 7/14			2:00 PM	7:35 PM	ma W123-ORIENT;;;	8:05 PM	10:00 PM	ma W123-ORIENT;;;			7.5000	7.5000	22.5000
Fri 7/15													22.5000
Sat 7/16													22.5000
Sun 7/17													22.5000
Mon 7/18													22.5000
Tue 7/19													22.5000
Wed 7/20													22.5000
Thu 7/21													22.5000
Fri 7/22													22.5000
Sat 7/23			2:00 PM	8:25 PM	oma W123-TRAIN;;;	8:55 PM	10:00 PM	oma W123-TRAIN;;;			7.5000	7.5000	30.0000
Sun 7/24			1:59 PM	6:50 PM	oma W123-TRAIN;;;	7:20 PM	10:01 PM	oma W123-TRAIN;;;			7.5333	7.5333	37.5333
Mon 7/25			1:59 PM	8:17 PM	LM/EXPR/EXPPCA;;;	8:47 PM	10:11 PM	LM/EXPR/EXPPCA;;;			7.7000	7.7000	45.2333
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Wed 7/27									53.1833
Thu 7/28									53.1833

Date	Schedule	Absence	In	Out	Transfer	In	Out	Transfer	Pay Code	Amount	Shift	Daily	Period
Fri 7/29													53.1833
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Fri 8/05													79.7500
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Mon 8/08			2:00 PM			7:26 PM	10:01 PM				7.5167	7.5167	102.4333
Tue 8/09			3:56 PM			7:54 PM	10:10 PM 				5.7333	5.7333	108.1667
Wed 8/10													108.1667
Thu 8/11													108.1667
Fri 8/12													108.1667
Sat 8/13			2:02 PM	 7:45 PM		8:15 PM	10:01 PM				7.4833	7.4833	115.6500
Sun 8/14			2:00 PM	 8:35 PM		9:05 PM	10:00 PM				7.5000	7.5000	123.1500
Mon 8/15			2:00 PM	 8:28 PM		8:58 PM	10:02 PM				7.5333	7.5333	130.6833
Tue 8/16													130.6833
Wed 8/17													130.6833
Thu 8/18													130.6833
Fri 8/19													130.6833
Sat 8/20			2:00 PM	 7:15 PM		7:45 PM 	10:02 PM				7.5333	7.5333	138.2167
Sun 8/21			2:01 PM	 7:31 PM		8:01 PM	10:01 PM				7.5000	7.5000	145.7167
Mon 8/22			2:03 PM	 7:56 PM		8:26 PM 	10:02 PM				7.4833	7.4833	153.2000
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Wed 8/24													153.2000
Thu 8/25									153.2000
Fri 8/26									153.2000
Sat 8/27			2:00 PM	 7:32 PM	...	8:03 PM	10:03 PM	...			7.5333	7.5333	160.7333

Date	Schedule	Absence	In	Out	Transfer	In	Out	Transfer	Pay Code	Amount	Shift	Daily	Period
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Fri 9/02													174.7333
Sat 9/03			2:00 PM	 7:40 PM		8:10 PM	9:59 PM				7.4833	7.4833	182.2167
Sun 9/04									RETRO	USD45.55 			
			2:03 PM	 7:50 PM		8:20 PM	10:00 PM				7.4500	7.4500	189.6667
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Wed 9/07													197.2167
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Fri 9/16													245.4167
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Wed 9/21													267.7500
Thu 9/22													267.7500
Fri 9/23									267.7500
Sat 9/24									267.7500
Sun 9/25									267.7500



Cisneros, Brittney N
28761

Requested by [REDACTED]

🕒 10/01/2022 - 11/15/2022 🔄 11/15/2022 4:27 PM

Timecard



Date	Schedule	Absence	In	Out	Transfer	In	Out	Transfer	Pay Code	Amount	Shift	Daily	Period
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Wed 10/05													22.7167
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Wed 10/12													51.2000
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Thu 10/20													74.4000
Fri 10/21													74.4000
Sat 10/22									74.4000
Sun 10/23									74.4000
Mon 10/24									74.4000
Tue 10/25									74.4000

EXHIBIT II

#28761 - Brittiney N. Cisneros
63-Personal Care Attendant

Voucher #(163594)

Pay Date: 09/27/2022
Pay Period: 09/04/2022-09/17/2022
Base Comp: \$14.25/Hour

Earnings

	Rate	Hours	Current	YTD
Holiday	14.25	7.55	107.59	107.59
Holiday Pr	7.13	7.55	53.79	53.79
Orient				315.00
Regular	14.25	63.02	897.98	3,134.03
Retro			45.55	45.55
Weekend	1.00	29.83	29.84	128.03
Weekend	1.00	0.07	0.07	
Gross Pay			1,134.82	3,783.99
Hours Worked		70.57		
Hours Paid		108.02		

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,134.82	3,783.99	49.27	68.74
FICA	1,134.82	3,783.99	70.36	234.61
MEDI	1,134.82	3,783.99	16.45	54.87
Total			136.08	358.22

Net Pay

Net Pay		998.74	3,425.77
Check		0.00	394.79
Checking (████)		998.74	3,030.98

Company Paid Benefits

	Current	YTD
FUTA	6.81	22.72
FICA	70.36	234.61
MEDI	16.45	54.87
--More--		

Company Paid Benefits - Continued

	Current	YTD
SUTA_SC:NV	0.57	1.89
SUTA:NV	33.48	111.63
Total	127.67	425.72

Accruals

	Bal.
EIB	Hrs: 0.00
PTO	Hrs: 0.00
SICK	Hrs: 0.00

Tax Allowance Settings

Federal: Single/Married Filing Sep.
Form W4 2020 And Later: Yes
Two Jobs: No
Claim Dependent: \$500.00
Deduction: \$0.00
Other Income: \$0.00

¹ For information purposes only. No effect on your net pay.

Prestige Senior Living at Mira Loma
2520 Wigwam Parkway
Henderson, NV 89074

Pay Date: 09/27/2022

Voucher #: (163594)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Brittiney N. Cisneros	1	Checking	XXXXX █████	██████	998.74

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Brittiney N. Cisneros
████████████████████
████████████████████

Non-Negotiable - This Is Not A Check

¹
Prestige Senior Living at Mira Loma
2520 Wigwam Parkway
Henderson, NV 89074

28761 09/27/2022 (163594)

Brittiney N. Cisneros
████████████████████
████████████████████