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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

FELICIA DILLON, on behalf of herself  
and all others similarly situated,

Plaintiff,

vs.

GV ENTERPRISE LLC; DOES 1 through  
50; inclusive,

Defendant(s).

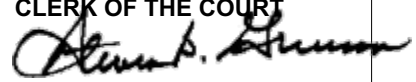
Case No.:  
Dept. No.:

**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.

Electronically Filed  
5/30/2023 9:08 AM  
Steven D. Grierson  
CLERK OF THE COURT



CASE NO: A-23-871455-C  
Department 14

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**LIEN REQUESTED PURSUANT TO  
NRS § 608.050**  
**JURY TRIAL DEMANDED**

Plaintiff Felicia Dillon, on behalf of herself 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 her 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 May 22, 2023.

4. 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.

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

**PARTIES**

1  
2 6. Plaintiff Felicia Dillon (hereinafter “Plaintiff” or “Dillon”) was at all relevant  
3 times a resident of the State of Nevada and was employed by Defendant as a non-  
4 exempt hourly employee from December 2021 to November 2022.

5 7. Upon information and belief, Defendant had incorrectly spelled Plaintiff’s  
6 last name as “Dillion” in various documents.

7 8. Defendant GV Enterprise LLC is a domestic limited-liability company  
8 registered with the Nevada Secretary of State.

9 9. Defendant GV Enterprise LLC was doing business in this Judicial District in  
10 Clark County, Nevada where the subject incidences occurred.

11 10. At all times relevant, Defendant GV Enterprise LLC was Plaintiff’s  
12 employer.

13 11. The Defendant named herein is the employer of the Plaintiff and all Class  
14 Members alleged herein. The Defendants are employers engaged in commerce under  
15 the provisions of NRS § 608.011. The identity of DOES 1-50 is unknown at the time and  
16 the 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.”

**FACTUAL ALLEGATIONS**

21  
22 12. Plaintiff was employed by Defendant as a non-exempt employee from  
23 December 2021 to November 2022.

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

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



1 keep accurate payroll records, Plaintiff alleges that Defendant's records will establish the  
2 members of the Classes as well as their numerosity.

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

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

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

22 e. Predominance/Superior Mechanism: Class claims predominate and  
23 a class action is superior to other available means for the fair and efficient adjudication of  
24 this controversy. Each Class Member has been damaged and is entitled to recovery by  
25 reason of Defendant's illegal policy and/or practice of failing to compensate its  
26 employees in accordance with Nevada wage and hour law. The prosecution of individual  
27 remedies by each Class Member will tend to establish inconsistent standards of conduct  
28

1 for Defendant and result in the impairment of Class Members' rights and the disposition  
2 of their interest through actions to which they were not parties.

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

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

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

10 26. NRS § 608.018(1) provides as follows:

11 An employer shall pay 1 1/2 times an employee's  
12 regular wage rate whenever an employee who receives  
13 compensation for employment at a rate less than 1 1/2 times  
14 the minimum rate prescribed pursuant to NRS 608.250  
15 works: (a) More than 40 hours in any scheduled week of  
16 work; or (b) More than 8 hours in any workday unless by  
17 mutual agreement the employee works a scheduled 10  
18 hours per day for 4 calendar days within any scheduled  
19 week of work.

20 27. NRS § 608.018(2) provides as follows:

21 An employer shall pay 1 1/2 times an employee's regular  
22 wage rate whenever an employee who receives  
23 compensation for employment at a rate not less than 1 1/2  
24 times the minimum rate prescribed pursuant to NRS 608.250  
25 works more than 40 hours in any scheduled week of work.

26 28. As described above, Defendant maintains a policy and/or practice of illegal  
27 shift jamming (i.e., refusing to pay daily overtime when Plaintiff and members of the  
28 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.

29 29. Wherefore, Plaintiff demands for herself 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)**

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2  
3       30. Plaintiff realleges and incorporates by this reference all the paragraphs  
4 above in this Complaint as though fully set forth herein.

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

7       32. 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       33. NRS § 608.030 provides that “[w]henver an employee resigns or quits his  
11 or 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       34. 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       35. 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       36. By failing to pay Waiting Time Wages Class Members their minimum,  
27 regular, and overtime wages in violation of state and federal law, Defendant has failed to  
28 timely remit all wages due and owing to the Waiting Time Wages Class Members.





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

3 45. 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: May 30, 2023

Respectfully submitted,

GABROY | MESSER

By: /s/ Christian Gabroy  
Christian Gabroy  
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Kaine Messer  
Nev. Bar No. 14240  
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leah@thiermanbuck.com  
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*Attorneys for Plaintiff*

# EXHIBIT I

Employee	Date	Job	Clock In	Clock Out	POS Breaks	POS058			
						Reg Hours	OT Hours	Total Hours	Total Pay
			10:00 AM	3:00 PM	0.00	5.00	0.00	5.00	\$52.50
	1/9/2022	Team Member	10:00 AM	3:00 PM	0.00	5.00	0.00	5.00	\$52.50
	1/10/2022	Team Member	10:00 AM	3:00 PM	0.00	5.00	0.00	5.00	\$52.50
	1/11/2022	Team Member	10:00 AM	3:00 PM	0.00	1.00	0.00	1.00	\$10.50
	1/13/2022	Team Member	10:00 AM	11:00 AM	0.00	6.68	0.00	6.68	\$70.17
	1/15/2022	Team Member	2:00 PM	9:11 PM	30.00	5.00	0.00	5.00	\$52.50
	1/17/2022	Team Member	10:00 AM	3:00 PM	0.00	4.55	0.00	4.55	\$47.78
	1/18/2022	Team Member	10:00 AM	2:33 PM	0.00	5.00	0.00	5.00	\$52.50
	1/20/2022	Team Member	10:00 AM	3:00 PM	0.00	5.00	0.00	5.00	\$52.50
	1/24/2022	Team Member	10:00 AM	3:00 PM	0.00	4.00	0.00	4.00	\$42.00
	1/25/2022	Team Member	10:00 AM	2:00 PM	0.00	5.00	0.00	5.00	\$52.50
	1/27/2022	Team Member	10:00 AM	3:00 PM	0.00	6.55	0.00	6.55	\$68.78
	1/29/2022	Team Member	2:00 PM	9:03 PM	30.00	6.50	0.00	6.50	\$68.25
	1/30/2022	Team Member	2:00 PM	9:00 PM	30.00	5.52	0.00	5.52	\$57.93
	1/31/2022	Team Member	3:00 PM	9:01 PM	30.00	5.50	0.00	5.50	\$57.75
	2/1/2022	Team Member	10:00 AM	4:00 PM	30.00	5.00	0.00	5.00	\$52.50
	2/3/2022	Team Member	10:00 AM	3:00 PM	0.00	6.33	0.00	6.33	\$66.50
	2/5/2022	Team Member	2:00 PM	8:50 PM	30.00	7.15	0.00	7.15	\$75.08
	2/6/2022	Team Member	1:36 PM	9:16 PM	31.00	6.50	0.00	6.50	\$68.25
	2/7/2022	Team Member	2:00 PM	9:02 PM	32.00	5.50	0.00	5.50	\$57.75
	2/8/2022	Team Member	10:00 AM	4:00 PM	30.00	6.50	0.00	6.50	\$68.25
	2/10/2022	Team Member	2:00 PM	9:00 PM	30.00	5.52	0.00	5.52	\$57.93
	2/12/2022	Team Member	3:00 PM	9:01 PM	30.00	5.55	0.00	5.55	\$58.28
	2/14/2022	Team Member	3:30 PM	9:03 PM	0.00	5.50	0.00	5.50	\$57.75
	2/15/2022	Team Member	10:00 AM	4:00 PM	30.00	5.00	0.00	5.00	\$52.50
	2/17/2022	Team Member	10:00 AM	3:00 PM	0.00	6.53	0.00	6.53	\$68.60
	2/19/2022	Team Member	2:00 PM	9:02 PM	30.00	6.50	0.00	6.50	\$68.25
	2/20/2022	Team Member	2:00 PM	9:02 PM	32.00	5.52	0.00	5.52	\$57.93
	2/21/2022	Team Member	3:00 PM	9:01 PM	30.00	5.00	0.00	5.00	\$52.50
	2/22/2022	Team Member	10:00 AM	3:00 PM	0.00	4.67	0.00	4.67	\$49.00
	2/24/2022	1st Assistant Manager	10:00 AM	2:40 PM	0.00	7.45	0.00	7.45	\$78.23
	2/26/2022	1st Assistant Manager	1:00 PM	8:58 PM	31.00	5.25	0.00	5.25	\$55.13
	2/27/2022	1st Assistant Manager	9:30 AM	2:45 PM	0.00	7.22	0.00	7.22	\$75.78
	2/28/2022	1st Assistant Manager	10:00 AM	5:45 PM	32.00	4.70	0.00	4.70	\$49.35
	3/3/2022	1st Assistant Manager	10:01 AM	2:43 PM	0.00	3.75	0.00	3.75	\$39.38
	3/4/2022	1st Assistant Manager	10:00 AM	1:45 PM	0.00	6.50	0.00	6.50	\$68.25
	3/5/2022	1st Assistant Manager	2:00 PM	9:00 PM	30.00	6.52	0.00	6.52	\$68.43
	3/6/2022	1st Assistant Manager	2:00 PM	9:01 PM	30.00	6.52	0.00	6.52	\$68.43
	3/7/2022	1st Assistant Manager	2:00 PM	9:01 PM	30.00	3.50	0.00	3.50	\$36.75
	3/8/2022	1st Assistant Manager	10:00 AM	1:30 PM	0.00	4.50	0.00	4.50	\$47.25
	3/10/2022	1st Assistant Manager	10:00 AM	2:30 PM	0.00	5.00	0.00	5.00	\$52.50
	3/11/2022	1st Assistant Manager	10:00 AM	3:00 PM	0.00	6.52	0.00	6.52	\$68.43
	3/12/2022	1st Assistant Manager	2:00 PM	9:01 PM	30.00				

# EXHIBIT II

Statement of Earnings For: <b>Felicia Dillion</b>				<b>Port Of Subs #58</b>	
Period Begin	2/21/2022	Company Id	5001L502	Employee Number	144
Period End	3/6/2022	Location	1000	Pay Group	Call In - BW
Check Date	3/11/2022				2285 N. Green Valley Pkwy Henderson, NV 89014-0000
Federal Filing	Single or Marri	Res State NV			NV Exemptions
Fed Exempts		Work State NV			NV Additional
Fed Additional		Local Filing			Local Exemptions
					Local Additional
<b>Voucher Id</b>	<b>Check Amount</b>	<b>Gross Pay</b>	<b>Net Pay</b>	<b>Check Message</b>	
V15044094	\$0.00	\$593.67	\$538.69		
<b>EARNINGS</b>			<b>TAXES</b>		<b>DEDUCTIONS</b>
*Not included in Totals ^Hrs/Units = Units (Units not included in Totals)			Current		Current
Description	Rate	Hrs/Units	Dollars	YTD	Description
Regular	10.5000	56.54	593.67	252.76	2,653.99
					SOC SEC EE 164.55
					MED EE 38.48
					FEDERAL WH 32.33

Statement of Earnings For: <b>Felicia Dillion</b>				<b>Port Of Subs #58</b>	
Period Begin	2/7/2022	Company Id	5001L502	Employee Number	144
Period End	2/20/2022	Location	1000	Pay Group	Call In - BW
Check Date	2/25/2022				2285 N. Green Valley Pkwy Henderson, NV 89014-0000
Federal Filing	Single or Marri	Res State NV			NV Exemptions
Fed Exempts		Work State NV			NV Additional
Fed Additional		Local Filing			Local Exemptions
					Local Additional
<b>Voucher Id</b>	<b>Check Amount</b>	<b>Gross Pay</b>	<b>Net Pay</b>	<b>Check Message</b>	
V14897588	\$0.00	\$557.55	\$508.95		
<b>EARNINGS</b>			<b>TAXES</b>		<b>DEDUCTIONS</b>
*Not included in Totals			Current		Current
Description	Rate	Hours	Dollars	YTD	Description
Regular	10.5000	53.10	557.55	196.22	2,060.32
					SOC SEC EE 127.74
					MED EE 29.87
					FEDERAL WH 22.77
<b>Total:</b>		53.10	557.55	196.22	2,060.32
					<b>Total:</b> 48.60 180.38
					<b>Total:</b> 0.00 0.00
<b>DISTRIBUTION OF NET PAY</b>					
<b>CURRENT PERIOD LEAVE ACCRUAL</b>			Checking	Account: ###8198	Deposit Amount: 508.95

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

Port Of Subs #58  
2285 N. Green Valley Pkwy  
Henderson, NV 89014-0000

<b>CHECK DATE</b>	<b>VOUCHER ID</b>
2/25/2022	V14897588

<b>TOTAL NET PAY</b>
*****\$508.95

Your entire Net pay of \$508.95 has been deposited in your bank account(s).

**Felicia Dillion**  
[Redacted]

**NOT NEGOTIABLE**