

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TIFFANY SARGANT, BAILEY
CRYDERMAN, HUONG (“ROSIE”)
BOGGS, and JACQULYN WIEDERHOLT,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

HG STAFFING, LLC, MEI-GSR
HOLDINGS LLC d/b/a GRAND SIERRA
RESORT, and DOES 1 through 50, inclusive,

Defendant(s).

Case No.: 3:13-CV-453-LRH-WGC

**NOTICE OF PENDENCY OF FLSA
COLLECTIVE ACTION LAWSUIT**

TO: All current and former non-exempt hourly paid employees who were employed by the Grand Sierra Resort (“GSR”) at any time from June 21, 2010, to the present.

RE: Fair Labor Standards Act lawsuit filed against HG STAFFING, LLC, MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT.

INTRODUCTION

The purpose of this notice is to:

- 1) inform you of the existence of a lawsuit seeking recovery of unpaid overtime compensation under the Fair Labor Standards Act (“FLSA”) in which you may be “similarly situated” to named-Plaintiffs TIFFANY SARGANT, BAILEY CRYDERMAN, HUONG (“ROSIE”) BOGGS, and JACQULYN WIEDERHOLT;
- 2) advise you of how your rights may be affected by this lawsuit; and
- 3) instruct you on the procedure for participating in this lawsuit, if you choose to do so.

This Notice is not an expression by the court of any opinion as to the merits of any claims or defenses asserted by any party to this action.

DESCRIPTION OF THE LAWSUIT

On June 21, 2013 Plaintiffs TIFFANY SARGANT, BAILEY CRYDERMAN, HUONG (“ROSIE”) BOGGS, and JACQULYN WIEDERHOLT (“Plaintiffs”) filed a class and collective action complaint against HG STAFFING, LLC, MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT and DOES 1 through 50, inclusive, (referred to throughout the rest of this Notice as “Grand Sierra Resort”, “GSR”, or “Defendants”). Plaintiffs filed the class and collective action lawsuit on behalf of themselves and all other similarly situated employees, for unpaid wages under the FLSA and Nevada state law. Specifically, Plaintiffs claim that GSR

unlawfully shaved or rounded employee hours, forced employees to work without compensation, and did not pay employees who worked overtime at the correct overtime rate. Plaintiffs seek to recover back pay in an amount equal to the alleged unpaid wages and liquidated damages (double damages) on behalf of themselves and all other similarly situated individuals resulting from GSR's alleged unlawful conduct as well as other damages provided by law. Plaintiffs have also brought various state law claims arising out of the same behavior but those claims are not at issue in this Notice.

Defendant denies Plaintiffs' claims and denies that it is liable for any damages resulting from this lawsuit.

DEFINITION OF WHO MAY PARTICIPATE IN THIS LAWSUIT

To participate in this lawsuit, you must have been employed by GSR at any time from June 21, 2010, to the present as a non-exempt hourly paid employee.

YOUR RIGHT TO PARTICIPATE IN THIS LAWSUIT

If you fit the definition above, you may join this case by mailing the enclosed "Consent to Join" form to the third party administrator ("the Administrator") at the following address:

CPT Group, Inc.
16630 Aston
Irvine, CA 92606

If you want to join this lawsuit, you must send the "Consent to Join" to the Claims Administrator so the attorneys prosecuting this case have time to file it with the Federal Court. You must return the "Consent to Join" form as soon as practicable to preserve your rights under the statute of limitations.

EFFECT OF JOINING THIS SUIT

If you choose to join this case, you will be bound by the decision of the court, whether it is favorable or unfavorable.

If you sign and return the "Consent to Join" form you are agreeing to:

- 1) designate Plaintiffs as your agents to make decisions on your behalf concerning this lawsuit;
- 2) the method and manner of conducting this lawsuit;
- 3) enter into an agreement with Plaintiffs' counsel concerning attorneys' fees and costs; and
- 4) all other matters pertaining to this lawsuit.

These decisions and agreements made and entered into by the representative Plaintiffs will be binding on you if you join this lawsuit. However, the court has jurisdiction to determine the reasonableness of any settlement with GSR and any agreement concerning attorneys' fees and costs that are to be paid to the Plaintiffs' counsel.

The attorney for the Plaintiffs class is being paid on a contingency fee basis, which means that if there is no recovery there will be no attorneys' fee. If Plaintiffs prevail in this litigation, the attorneys for the class will request that the court either determine or approve the amount of attorneys' fees and costs they are entitled to receive for their services. The FLSA provides only for attorneys' fees for the Plaintiffs, if successful, and not for GSR. Although, the court could award GSR attorneys' fees for misconduct or other reasons not covered by this statute.

LEGAL EFFECT IN NOT JOINING THIS SUIT

You do not have to join this lawsuit. If you do not wish to participate in this lawsuit, then do nothing. If you choose not to join this lawsuit, you will not be affected by any judgment, dismissal, or settlement rendered in this lawsuit, whether favorable or unfavorable to the class. This means that if Plaintiffs win, you will not collect any money from this lawsuit; if Plaintiffs lose, you will not lose any claims you may or may not have under the FLSA. If you choose not to join this lawsuit you are free to file your own lawsuit.

STATUTE OF LIMITATIONS ON POTENTIAL CLAIMS

The maximum period of time that you can collect unpaid wages under the FLSA is three (3) years from when you worked the hours, but were not paid at least minimum wage, your regular rate, or the legally correct overtime rate. If the Plaintiffs cannot prove GSR acted willfully, the statute of limitations is two (2) years. The statute of limitations continues to expire until you file with the court a written consent to join this lawsuit, or initiate your own lawsuit to collect your unpaid wages.

NO RETALIATION PERMITTED

Federal Law prohibits Defendant from discharging you or in any other manner discriminating against you if you exercise your rights under the FLSA to seek compensation. *Participation in this lawsuit is not related to or affected by any offer of severance benefits or release you may have recently signed.*

YOUR IMMIGRATION STATUS DOES NOT MATTER IN THIS CASE

You are entitled to back pay for the alleged unpaid wages and liquidated damages under the FLSA even if you are not otherwise legally entitled to work in the United States. Bringing a claim in the court for unpaid wages is not a basis for you to be deported from the United States.

YOUR LEGAL REPRESENTATION IF YOU JOIN

If you choose to join this lawsuit and agree to be represented by the named Plaintiffs through their attorneys, your counsel in this action will be:

Mark R. Thierman and Joshua D. Buck
Thierman Law Firm
7287 Lakeside Drive
Reno, NV 89511
775-284-1500
Email: info@thiermanlaw.com
www.thiermanlaw.com

FURTHER INFORMATION

Further information about this Notice, the deadline for filing a “Consent to Join” form, or questions about this lawsuit may be obtained by contacting the Thierman Law Firm at the contact information listed immediately above.

The court has taken no position in this case regarding the merits of the Plaintiffs’ claims or the Defendant’s defenses.

DO NOT CONTACT THE CLERK OF THE COURT