

CLERK OF THE COURT

1 Mark R. Thierman, Nev. Bar No. 8285  
mark@thiermanlaw.com  
2 Joshua D. Buck, Nev. Bar No. 12187  
josh@thiermanlaw.  
3 Leah L. Jones, Nev. Bar No. 13161  
leah@thiermanlaw.com  
4 THIERMAN LAW FIRM, P.C.  
7287 Lakeside Drive  
5 Reno, Nevada 89511  
6 Tel. (775) 284-1500  
Fax. (775) 703-5027  
7

8 *Attorneys for Plaintiff*

9  
10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 KEVIN LAYUG and LORINA JOHNSON,  
13 on behalf of themselves and all others  
14 similarly situated,

15 Plaintiffs,

16 vs.

17 TRUMP RUFFIN TOWER I, LLC, d/b/a  
18 Trump International Hotel Las Vegas; and  
19 DOES 1 through 50, inclusive,

20 Defendant(s).

Case No.: A-14-704100-C

Dept. No.: XXX11

21 **FIRST AMENDED CLASS ACTION**  
22 **COMPLAINT**

23 **(EXEMPT FROM ARBITRATION**  
24 **PURSUANT TO NAR 5)**

- 25 1) Failure to Compensate for All Hours  
Worked in Violation of NRS 608.140 and  
608.016;
- 26 2) Failure to Pay Minimum Wages in  
Violation of the Nevada Constitution;
- 27 3) Failure to Pay Overtime in Violation of  
NRS 608.140 and 608.018; and
- 28 4) Failure to Timely Pay All Wages Due and  
Owing in Violation of NRS 608.140 and  
608.020-050.

**JURY TRIAL DEMANDED**

26 COMES NOW Plaintiffs KEVIN LAYUG and LORINA JOHNSON, on behalf of  
27 themselves and all other similarly situated and typical persons and alleges the following:  
28

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

5 **JURISDICTION AND VENUE**

6 1. This Court has original jurisdiction over the state law claims alleged herein  
7 because the amount in controversy exceeds \$10,000 and a party seeking to recover unpaid wages  
8 has a private right of action pursuant to Nevada Revised Statute (“NRS”) sections 608.050,  
9 608.250, and 608.140. *See Lucatelli v. Texas De Brazil (Las Vegas) Corp.*, 2:11-CV-01829-RCJ,  
10 2012 WL 1681394 (D. Nev. May 11, 2012) (“[T]he Nevada Supreme Court recently held that  
11 NRS § 608.040 contains a private cause of action because it is “illogical” that a plaintiff who can  
12 privately enforce a claim for attorneys’ fees under NRS § 608.140 cannot privately enforce the  
13 underlying claim the fees arose from.”); *Busk v. Integrity Staffing Solutions, Inc.*, 2013 U.S. App.  
14 LEXIS 7397 (9th Cir. Nev. Apr. 12, 2013) (“Nevada Revised Statute § 608.140 does provide a  
15 private right of action to recoup unpaid wages.”); *Doolittle v. Eight Judicial Dist. Court*, 54 Nev.  
16 319, 15 P.2d 684; 1932 Nev. LEXIS 34 (Nev. 1932) (recognizing that former employees have a  
17 private cause of action to sue their employer (as well as third party property owners where the  
18 work was performed) for wages and waiting penalties under NRS 608.040 and NRS 608.050).  
19 Plaintiffs also claim a private cause of action to foreclose a lien against the property owner for  
20 wages due pursuant to NRS 608.050.

21 2. Plaintiffs are seeking to recover unpaid wages pursuant to Nevada statutory  
22 authority. Plaintiffs therefore have a private right of action pursuant to NRS 608.040 and 608.140  
23 as well as a claim for at least minimum wages for all hours worked “off-the-clock” pursuant to  
24 Section 16 of Article 15 of the Nevada State Constitution. Plaintiffs made a proper demand for  
25 wages due pursuant to NRS 608.140.

26 3. Venue is proper in this Court because one or more of the Defendants named herein  
27 maintains a principal place of business or otherwise is found in this judicial district and many of  
28 the acts complained of herein occurred in Clark County, Nevada.

**PARTIES**

4. Defendant TRUMP RUFFIN TOWER I, LLC, d/b/a Trump International Hotel Las Vegas (hereinafter “Defendant” or “Trump Tower”) is a Nevada corporation with a principal place of business at 2000 Fashion Show Dr., Las Vegas, Nevada. Trump Tower is an employer pursuant to NRS 608.011.

5. Plaintiff KEVIN LAYUG (hereinafter “Mr. Layug” or collectively with Ms. Johnson, “Plaintiffs”) is a natural person who is and was a resident of the State of Nevada at all relevant times herein and has been employed by Defendant as a non-exempt hourly employee in its Las Vegas property within the last three years.

6. Plaintiff LORINA JOHNSON (hereinafter “Ms. Johnson” or collectively with Mr. Layug, “Plaintiffs”) is a natural person who is and was a resident of the State of Nevada at all relevant times herein and has been employed by Defendant as a non-exempt hourly employee in its Las Vegas property within the last three years.

7. The identity of DOES 1-50 is unknown at this time and this Complaint will be amended at such time when the identities are known to Plaintiffs. Plaintiffs are informed and believe that each Defendant sued herein as DOE is responsible in some manner for the acts, omissions, or representations alleged herein and any reference to “Defendant,” “Defendants,” or “Trump Tower” herein shall mean “Defendants and each of them.”

**FACTUAL ALLEGATIONS**

8. Plaintiffs were employed by Defendant as non-exempt hourly employees in its Las Vegas hotel. Specifically, Mr. Layug was employed as a Valet and a Doorman from on or about March 2010 through April 2014. Ms. Johnson has been employed as a bartender, hostess and cocktail waitress from on or about February 2012 up to the present date.

9. Defendant required Plaintiffs to perform numerous work activities before clocking-in and after clocking-out—i.e., “off-the-clock”—but did not compensate Plaintiffs for engaging in those activities. Plaintiffs and all similarly situated and typical employees (i.e., the putative class) worked over eight (8) hours in a workday and over forty (40) hours in a workweek

1 and did not receive compensations at one and one-half (1 ½) times their regular hourly rate for  
2 the hours worked over 8 in a workday and over 40 in a workweek.

3 10. Defendant required Plaintiffs to wear company provided uniforms during their  
4 workday. Defendant maintained a company-wide policy all uniforms must stay on property and  
5 that all employees provided with a uniform must be in proper uniform prior to clocking-in and  
6 must clock-out prior to changing out of their uniform. In compliance with Defendant's uniform  
7 policy, Plaintiffs were required to go to the wardrobe room at the Trump Tower facility, pick up,  
8 and change into their work uniforms prior to clocking-in. Similarly, Plaintiffs were required to  
9 return to the wardrobe room after clocking-out to change out of their uniforms before leaving the  
10 facility. Plaintiffs estimate that it took approximately 20-minutes each and every day both pre-  
11 and post-shift to complete this activity but they were not compensated for this time. Upon  
12 personal observation and knowledge, all Trump Tower valets, doormen, bartenders, hosteses,  
13 cocktail waitresses, bellmen, desk workers, spa workers, retail workers, cashiers, and other  
14 employees who were provided with a uniform had to perform these same activities without  
15 compensation.

16 11. In addition to his uniform and tip dividing activities, Mr. Layug was also required  
17 to perform a variety of other work-related tasks (including sweeping the garage, cleaning, moving  
18 boxes, and reissuing tickets for lost or damaged tickets, and counting/dividing tips) off-the-clock.  
19 Mr. Layug estimates that it took approximately 30-40-minutes each and every day to complete  
20 these activities but he was not compensated for this time.

21 12. Because Ms. Johnson was responsible for handling money transactions, she was  
22 also required to retrieve and deposit cash money from an "employee bank" before and after her  
23 shift each and every day. Like all other employees who handled cash, Ms. Johnson had to go to  
24 the employee bank prior to clocking in to retrieve her allotted money—also referred to as her  
25 "bank"—and verify the bank amount. Similarly, Ms. Johnson would have to go to the employee  
26 bank after clocking out to reconcile and deposit her bank. All cashier and money-handling  
27 employees were required to perform these same or similar tasks "off-the-clock" without receiving  
28 their regular pay for all hours worked every day of every shift, or time and one half their regular

1 rate of pay if such time was more than eight hours in a day, or 40 in a workweek. Ms. Johnson  
2 estimates that it took approximately 15-minutes each and every day both pre and post-shift to  
3 complete these activities but she was not compensated for this time. Upon personal observation  
4 and knowledge, all Trump Tower employees who used a bank had to perform these same activities  
5 off-the-clock.

6 13. In addition to her uniform and banking activities, Ms. Johnson was also required  
7 to pick up keys and set up her bar (including making coffee, getting ice, filling ice wells, juice,  
8 fresh fruit, setting up the pastry station, cleaning the bar, organizing bar equipment supplies,  
9 bundling up receipts, and filling out reports among other tasks) off-the-clock when she worked  
10 as a Bartender. Ms. Johnson estimates that it took approximately 20-minutes each and every day  
11 pre shift to complete these activities but they were not compensated for this time.

12 14. Defendant maintained a policy that all its employees who were scheduled to work  
13 6 continuous hours or longer would receive a 30-minute unpaid meal period. Plaintiffs, however,  
14 were routinely deprived a full uninterrupted 30-minute unpaid meal period. Defendant  
15 maintained a company policy whereby employees were instructed to work during their lunch  
16 breaks and then a manager would manually adjust the employee's time card to falsely demonstrate  
17 that the employee took a lunch. Plaintiffs are informed and believe that other non-exempt  
18 employees of Defendant were also deprived a full uninterrupted unpaid meal period even though  
19 a meal period was deducted from their pay.

20 **CLASS ACTION ALLEGATIONS**

21 15. Plaintiffs reallege and incorporate by reference all the paragraphs above in this  
22 Complaint as though fully set forth herein.

23 16. Plaintiffs bring this action on behalf of themselves and all other similarly situated  
24 and typical employees as a true class action under Nevada law. The Classes Plaintiffs seek to  
25 represent are defined as follows:

- 26 A. **The Uniform Class:** All current and former hourly paid employees  
27 who, at any time during the relevant time period alleged herein, were  
28 provided with uniforms by Defendant (collectively "Uniform Class  
Members").

B. **The Bank Class:** All current and former hourly paid employees who, at any time during the relevant time period alleged herein, were required to frequent the “employee bank” pre-shift and/or post-shift (collectively “Bank Class Members”).

C. **The Bartending Class:** All current and former hourly paid employees who, at any time during the relevant time period alleged herein, were required to collect tools and/or set up the bar pre-shift and/or post-shift (collectively “Bartending Class Members”).

D. **The Valet/Doorman Class:** All current and former hourly paid employees who, at any time during the relevant time period alleged herein, were employed as a Valet and/or Doorman, or a substantially similar position. (collectively “Valet/Doorman Class Members”);

E. **The Meal Period Class:** All current and former hourly paid employees who, at any time during the relevant time period alleged herein, did not receive an uninterrupted 30-minute meal period yet were not paid the full thirty minutes for the time deducted as a meal break from their pay (collectively “Meal Period Class Members”).

F. **The Wages Due and Owing Subclass:** All Uniform, Bank, Bartending, Valet/Doorman and Meal Period Class Members who, at any time during the Class Period, were terminated or otherwise separated from employment (collectively “Wages Due and Owing Class Members”).

17. Class treatment under Rule 23(b)(3) of the Nevada Rules of Civil Procedure (“NRCP”) is appropriate in this case for the following reasons:

A. The Classes are Sufficiently Numerous: Upon information and belief, Defendants employ, and have employed, in excess of 750 Class Members within the applicable statute of limitations.

B. Plaintiffs’ Claims are Typical to Those of Fellow Class Members: Each Class Member is and was subject to the same practices, plans, or policies as Plaintiffs—Defendants required Uniform, Bank, Bartending, and Valet/Doorman Class Members to perform off-the-clock activities without compensation; failed to provide an uninterrupted 30-minute meal period to Meal Period Class Members; and did not pay Wages Due and Owing Class Members all their wages due and owing at the time of separation.

1 C. Common Questions of Law and Fact Exist: Common questions of law and  
2 fact exist and predominate as to Plaintiffs and the Classes, including, without limitation:  
3 Whether the time spent by Plaintiffs and Uniform, Bank, Bartending, and Valet/Doorman  
4 Class Members engaging in off-the-clock activities is compensable under Nevada law;  
5 Whether Plaintiffs and Meal Period Class Members were deprived an uninterrupted 30-  
6 minute meal period; and Whether Plaintiffs and Wages Due and Owing Class Members  
7 are entitled to waiting time penalties.

8 D. Plaintiffs are an Adequate Representative of the Classes: Plaintiffs will  
9 fairly and adequately represent the interests of the Classes because Plaintiffs are members  
10 of each Class, they have issues of law and fact in common with all members of the Classes,  
11 and they do not have interests that are antagonistic to members of the Classes.

12 E. A Class Action is Superior: A class action is superior to other available  
13 means for the fair and efficient adjudication of this controversy, since individual joinder  
14 of all members of the Classes is impractical. Class action treatment will permit a large  
15 number of similarly situated persons to prosecute their common claims in a single forum  
16 simultaneously, efficiently, and without unnecessary duplication of effort and expense.  
17 Furthermore, the expenses and burden of individualized litigation would make it difficult  
18 or impossible for individual members of the Classes to redress the wrongs done to them,  
19 while an important public interest will be served by addressing the matter as a class action.  
20 Individualized litigation would also present the potential for inconsistent or contradictory  
21 judgments.

22 **FIRST CAUSE OF ACTION**

23 **Failure to Pay Wages for All Hours Worked in Violation of NRS 608.140 and 608.016**  
24 **(On Behalf of Plaintiffs and all members of the Uniform, Bank, Bartending, Valet/Doorman,**  
25 **and Meal Period Classes)**

26 18. Plaintiffs reallege and incorporate by this reference all the paragraphs above in this  
27 Complaint as though fully set forth herein.  
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1           19.     NRS 608.140 provides that an employee has a private right of action for unpaid  
2 wages: “Whenever a mechanic, artisan, miner, laborer, servant or employee shall have cause to  
3 bring suit for wages earned and due according to the terms of his or her employment, and shall  
4 establish by decision of the court or verdict of the jury that the amount for which he or she has  
5 brought suit is justly due, and that a demand has been made, in writing, at least 5 days before suit  
6 was brought, for a sum not to exceed the amount so found due, the court before which the case  
7 shall be tried shall allow to the Plaintiff a reasonable attorney fee, in addition to the amount found  
8 due for wages and penalties, to be taxed as costs of suit.” Plaintiffs made a demand for unpaid  
9 wages upon Defendant pursuant to NRS 608.140 but satisfactory payment was not received.

10           20.     NRS 608.016 states that: “An employer shall pay to the employee wages for each  
11 hour the employee works.” Hours worked means any time the employer exercises “control or  
12 custody” over an employee. *See* NRS 608.011 (defining an “employer” as “every person having  
13 control or custody . . . of any employee.”). Pursuant to the Nevada Administrative Code, hours  
14 worked includes “all time worked by the employee at the direction of the employer, including  
15 time worked by the employee that is outside the scheduled hours of work of the employee.” NAC  
16 608.115(1).

17           21.     By failing to compensate Plaintiffs and the Uniform Class Members for the time  
18 spent engaging in the pre-shift and post-shift uniform activities described above, Defendant failed  
19 to pay Plaintiffs and all other members of the Uniform Class Members for all hours worked.

20           22.     By failing to compensate Ms. Johnson and the Bank Class Members for the time  
21 spent engaging in pre-shift and post-shift banking activities, Defendant failed to pay Ms. Johnson  
22 and Bank Class Members for all hours worked.

23           23.     By failing to compensate Ms. Johnson and the Bartending Class Members for the  
24 time spent engaging in the pre-shift and post-shift bartending activities described above,  
25 Defendant failed to pay Ms. Johnson and Bartending Class Members for all hours worked.

26           24.     By failing to compensate Mr. Layug and the Valet/Doorman Class Members for  
27 the time spent engaging in the pre-shift and post-shift activities described above, Defendant failed  
28 to pay Mr. Layug and the Valet/Doorman Class Members for all hours worked.



25. By failing to provide Plaintiffs and Meal Period Class Members a full uninterrupted unpaid meal period even though the meal period was deducted from their pay, Defendant failed to pay Plaintiffs and Meal Period Class Members for all hours worked.

26. Because there is no express statute of limitations for violations of NRS 608.140 and 608.016, the three-year statute contained in NRS 11.190(3) for statutory violations applies.

27. Wherefore, Plaintiffs demand for themselves and all other members of the Uniform, Bank, Bartending, Valet/Doorman, and Meal Period Classes payment by Defendant at the regular hourly rate of pay for all hours worked during the relevant time period alleged herein, together with attorneys' fees, costs, and interest as provided by law.

### **SECOND CAUSE OF ACTION**

#### **Failure to Pay Minimum Wages in Violation of the Nevada Constitution**

(On Behalf of Plaintiffs and all members of the Uniform, Bank, Bartending, Valet/Doormanm, and Meal Period Classes)

28. Plaintiffs reallege and incorporate by reference all the paragraphs above in this Complaint as though fully set forth herein.

29. Article 15 Section 16 of the Nevada Constitution sets forth the requirements the minimum wage requirements in the State of Nevada and further provides that "[t]he provisions of this section may not be waived by agreement between an individual employee and an employer.

. . . An employee claiming violation of this section may bring an action against his or her employer in the courts of this State to enforce the provisions of this section and shall be entitled to all remedies available under the law or in equity appropriate to remedy any violation of this section, including but not limited to back pay, damages, reinstatement or injunctive relief. An employee who prevails in any action to enforce this section shall be awarded his or her reasonable attorney's fees and costs."

30. By failing to compensate Plaintiffs and all other Uniform Class Members for the time spent waiting for their uniforms to be distributed each day on-site, changing into and out of their uniforms, walking from the changing area to and from their clock-in locations, and performing the other off-the-clock activities identified above, Defendant failed to pay Plaintiffs

1 and all other Uniform Class Members for all hours worked in violation of the Nevada  
2 Constitution.

3 31. By failing to compensate Ms. Johnson and all other Bank Class Members for the  
4 time spent engaging in pre-shift and post-shift activities relating to the retrieval of their cash bank  
5 at the “employee bank,” Defendant failed to pay Ms. Johnson and Bank Class Members for all  
6 hours worked in violation of the Nevada Constitution.

7 32. By failing to compensate Ms. Johnson and the Bartending Class Members for the  
8 time spent engaging in the pre-shift and post-shift bartending activities described above,  
9 Defendant failed to pay Ms. Johnson and Bartending Class Members for all hours worked in  
10 violation of the Nevada Constitution.

11 33. By failing to compensate Mr. Layug and the Valet/Doorman Class Members for  
12 the time spent engaging in the pre-shift and post-shift activities described above, Defendant failed  
13 to pay Mr. Layug and the Valet/Doorman Class Members for all hours worked in violation of the  
14 Nevada Constitution.

15 34. By failing to provide Plaintiffs and Meal Period Class Members a full  
16 uninterrupted unpaid meal period even though the meal period was deducted from their pay,  
17 Defendant failed to pay Plaintiffs and Meal Period Class Members for all hours worked in  
18 violation of the Nevada Constitution.

19 35. Constitutional violations carry a six (6) year statute of limitations. *See* NRS  
20 11.190(1)(b) (“An action upon a contract, obligation or liability founded upon an instrument in  
21 writing, except those mentioned in the preceding sections of this chapter.”).

22 36. Wherefore, Plaintiffs demand for themselves and for the Uniform, Bank,  
23 Bartending, Valet/Doorman, and Meal Period Class Members payment by Defendant at their  
24 regular hourly rate of pay or the minimum wage rate, whichever is higher, for all hours worked  
25 during the Class Period together with attorneys’ fees, costs, and interest as provided by law.

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**THIRD CAUSE OF ACTION**

**Failure to Pay Overtime Wages in Violation of NRS 608.140 and 608.018**

(On Behalf of Plaintiffs and all members of the Uniform, Bank, Bartending, Valet/Doorman,  
and Meal Period Classes)

37. Plaintiffs reallege and incorporate by reference all the paragraphs above in this Complaint as though fully set forth herein.

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

39. NRS 608.018(1) provides as follows:

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

40. NRS 608.018(2) provides as follows:

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

41. By failing to compensate Plaintiffs and all other Uniform Class Members for the time spent waiting for their uniforms to be distributed each day on-site, changing into and out of their uniforms, walking from the changing area to and from their clock-in locations, and performing the other off-the-clock activities identified above, Defendant failed to pay daily overtime premium pay to Plaintiffs and those Uniform Class Members who were paid a regular rate of less than one and one half times the minimum wage premium pay, and failed to pay a weekly premium overtime rate of pay of time and one half their regular rate for all members of the Uniform Class who worked in excess of forty (40) hours in a week in violation of NRS 608.140 and 608.018.

1           42. By failing to compensate Ms. Johnson and all other Bank Class Members for time  
2 spent engaging in pre-shift and post-shift activities relating to the retrieval of their cash bank at  
3 the “employee bank,” Defendant failed to pay daily overtime premium pay to Ms. Johnson and  
4 those Bank Class Members who were paid a regular rate of less than one and one half times the  
5 minimum wage premium pay, and failed to pay a weekly premium overtime rate of pay of time  
6 and one half their regular rate for all members of the Bank Class who worked in excess of forty  
7 (40) hours in a week in violation of NRS 608.140 and 608.018.

8           43. By failing to compensate Ms. Johnson and all other Bartending Class Members  
9 for time spent engaging in pre-shift and post-shift activities, Defendant failed to pay daily  
10 overtime premium pay to Ms. Johnson and those Bartending Class Members who were paid a  
11 regular rate of less than one and one half times the minimum wage premium pay, and failed to  
12 pay a weekly premium overtime rate of pay of time and one half their regular rate for all members  
13 of the Bartending Class who worked in excess of forty (40) hours in a week in violation of NRS  
14 608.140 and 608.018.

15           44. By failing to compensate Mr. Layug and the Valet/Doorman Class Members for  
16 time spent engaging in pre-shift and post-shift activities, Defendant failed to pay daily overtime  
17 premium pay to Mr. Layug and the Valet/Doorman Class Members who were paid a regular rate  
18 of less than one and one half times the minimum wage premium pay, and failed to pay a weekly  
19 premium overtime rate of pay of time and one half their regular rate for all members of the  
20 Valet/Doorman Class who worked in excess of forty (40) hours in a week in violation of NRS  
21 608.140 and 608.018.

22           45. By failing to provide Plaintiffs and Meal Period Class Members a full  
23 uninterrupted unpaid meal period even though the meal period was deducted from their pay,  
24 Defendant failed to pay daily overtime premium pay to Plaintiffs and Meal Period Class Members  
25 who were paid a regular rate of less than one and one half times the minimum wage premium pay,  
26 and failed to pay a weekly premium overtime rate of pay of time and one half their regular rate  
27 for all members of the Meal Period Class who worked in excess of forty (40) hours in a week in  
28 violation of NRS 608.140 and 608.018.

1 46. Because there is no express statute of limitations for violations for failure to pay  
2 overtime rates of pay pursuant to NRS 608.140 and 608.018, the three-year statute contained in  
3 NRS 11.190(3) for statutory violations applies.

4 47. Wherefore, Plaintiffs demand for themselves and for the Uniform, Bank,  
5 Bartending, Valet/Doorman, and Meal Period Class Members payment by Defendant at one and  
6 one half times their “regular rate” of pay for all hours worked in excess of eight (8) hours in a  
7 workday for those class members whose regular rate of pay did not exceed the one and one half  
8 the minimum wage set by law, and premium overtime rate of one and one half their regular rate  
9 for all class members who worked in excess of forty (40) hours a workweek during the Class  
10 Period together with attorneys’ fees, costs, and interest as provided by law.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Timely Pay All Wages Due and Owing Upon Termination Pursuant to NRS**  
13 **608.140 and 608.020-.050**

14 (On Behalf of Plaintiffs and Wages Due and Owing Class)

15 48. Plaintiffs reallege and incorporate by reference all the paragraphs above in this  
16 Complaint as though fully set forth herein.

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

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

22 51. NRS 608.040(1)(a-b), in relevant part, imposes a penalty on an employer who fails  
23 to pay a discharged or quitting employee: “Within 3 days after the wages or compensation of a  
24 discharged employee becomes due; or on the day the wages or compensation is due to an  
25 employee who resigns or quits, the wages or compensation of the employee continues at the same  
26 rate from the day the employee resigned, quit, or was discharged until paid for 30-days, whichever  
27 is less.”  
28

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

53. By failing to pay Mr. Layug and all Wages Due and Owing Class Members for all hours worked in violation of state and federal law, at the correct legal rate, Defendant has failed to timely remit all wages due and owing to Mr. Layug and all Wages Due and Owing Class Members upon termination and for sixty days thereafter.

54. Despite demand, Defendant willfully refuses and continues to refuse to pay Mr. Layug and all Wages Due and Owing Class Members who are former employees all the wages that were due and owing upon the termination of their employment.

55. Wherefore, Mr. Layug demands thirty (30) days wages under NRS 608.140 and 608.040, and an additional thirty (30) days wages under NRS 608.140 and 608.050, for all Wages Due and Owing Class Members who have terminated employment from Defendant, together with attorneys’ fees, costs, and interest as provided by law.

**JURY TRIAL DEMANDED**

Plaintiffs hereby demand a jury trial pursuant to Nevada Rule of Civil Procedure 38.

**PRAYER FOR RELIEF**

Wherefore Plaintiffs, individually and on behalf of Class Members, pray for relief as follows relating to their collective and class action allegations:

1. For an order certifying this action as a traditional class action under NRCP 23 on behalf of each of the proposed class;
2. For an order appointing Plaintiffs as the Representatives of each class and their counsel as Class Counsel for each class;
3. For damages according to proof for regular rate pay under NRS 608.140 and 608.016 for all hours worked;

THIERMAN LAW FIRM, PC  
7287 Lakeside Drive  
Reno, NV 89511  
(775) 284-1500 Fax (775) 703-5027  
Email laborlawyer@pacbell.net www.laborlawyer.net

4. For damages according to proof for minimum wage rate pay under the Nevada Constitution for all hours worked;
5. For damages according to proof for overtime compensation under NRS 608.140 and 608.018 for all hours worked for those employees who earned a regular rate of less than one and one half times the minimum wage for hours worked in excess of 8 hours per day and/or for all class members for overtime premium pay of one and one half their regular rate for all hours worked in excess of 40 hours per week;
6. For sixty days of waiting time penalties pursuant to NRS 608.140 and 608.040-.050;
7. For interest as provided by law at the maximum legal rate;
8. For reasonable attorneys' fees authorized by statute;
9. For costs of suit incurred herein;
10. For pre-judgment and post-judgment interest, as provided by law; and
11. For such other and further relief as the Court may deem just and proper.

DATED: December 8, 2014

/s/Joshua D. Buck  
Mark R. Thierman  
Joshua D. Buck  
Leah L. Jones

Attorneys for Plaintiffs

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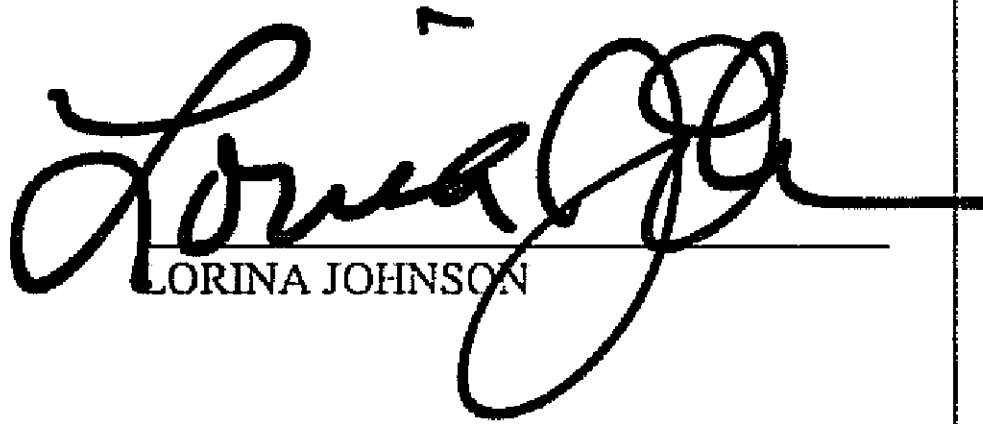


VERIFICATION OF FIRST AMENDED CLASS ACTION COMPLAINT

STATE OF NEVADA       )  
  )ss:  
COUNTY OF CLARK       )

I LORINA JOHNSON, a Complainant named in the foregoing First Amended Class Action Complaint, being duly sworn, say that the facts and allegations contained therein are true, except so far as they are therein stated to be on information, I believe them to be true.

Dated the 5 day of December, 2014.

  
\_\_\_\_\_  
LORINA JOHNSON