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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

SHENNA CORRAL (formerly
MEENDERINK), WHITNEY VAUGHAN,
BRANDI SMITH, JUSTINE BRADLEY,
TIFFANY CARRERA, and ROXANNE
PRIMUS on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

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

Defendants.

Case No.:

**FIRST AMENDED COLLECTIVE
ACTION COMPLAINT**

- 1) Failure to Pay Overtime in Violation of
29 U.S.C. § 207.

JURY TRIAL DEMANDED

COME NOW Plaintiffs SHENNA CORRAL (formerly MEENDERINK), WHITNEY VAUGHAN, BRANDI SMITH, JUSTINE BRADLEY, TIFFANY CARRERA, AND ROXANNE PRIMUS (“Plaintiffs”), on behalf of themselves and all others similarly situated, and hereby alleges as follows:

All allegations in this First Amended Complaint are based upon information and belief except for those allegations that pertain to the Plaintiffs named herein and their counsel. Each

1 allegation in this First Amended Complaint either has evidentiary support or is likely to have
2 evidentiary support after a reasonable opportunity for further investigation and discovery.

3 **JURISDICTION AND VENUE**

4 1. This Court has original jurisdiction over the federal claims alleged herein
5 pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b).

6 2. Venue is proper in this Court because the Defendants named herein maintain a
7 principal place of business or otherwise is found in this judicial district and many of the acts
8 complained of herein occurred in Washoe County, Nevada.

9 **PARTIES**

10 3. Lead named Plaintiff SHENNA CORRAL (formerly MEENDERINK) is natural
11 person who is and was a resident of the State of Nevada at all times relevant herein and was
12 employed as a cocktail waitress and ServerTainer by Defendants from on or about September
13 2103 through on or about February 2016.

14 4. All other Plaintiffs, each of them, named herein are natural persons who were
15 employed by Defendants at all relevant times herein.

16 5. Defendant HG STAFFING, LLC, is a Nevada Limited Liability Company whose
17 managing member is MEI-GSR HOLDINGS, LLC, located at 2500 East Second Street, Reno,
18 NV 89585.

19 6. Defendant MER-GSR HOLDINGS, LLC is a Nevada Limited Liability Company
20 located at 2500 East Second Street, Reno, NV 89585 and whose managing members are ALEX
21 MERUELO and LUIS A. ARMONA of 9550 Firestone Blvd., Suite 105, Downey, CA 90241.
22 Defendant MER-GSR HOLDINGS, LLC is doing business under the fictitious business name of
23 Grand Sierra Resorts, or “GSR”, which is located at 200 East Second Street, Reno, NV 89585.

24 7. Defendants, and each of them, are employers under the FLSA and are engaged in
25 commerce for the purposes of the FLSA, 29 U.S.C. § 201 *et. seq.* For labor relations purposes,
26 Defendants each and together constitute the employer and/or joint employer of Plaintiffs and all
27 Plaintiff class members (hereinafter referred to as “Class Members”).
28

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

FACTUAL ALLEGATIONS

9. Plaintiffs, each of them, were employed by Defendants as non-exempt hourly employees.

10. Lead named Plaintiff SHENNA CORRAL (formerly MEENDERINK) was occasionally scheduled for and did work, five (5) shifts per week, at least eight (8) hours per shift, and forty (40) hours per workweek especially during special events and busy periods such as, but not limited to, concerts, Burning Man, Hot August Nights, and Street Vibrations. Upon information and belief, all other ServerTainers and dancing dealers were scheduled for and regularly worked the same or similar schedules.

11. ServerTainers are part cocktail waitresses and part go-go dancers. When not serving they are required to perform choreographed dance moves.

12. Dancing dealers are part table games dealers and part go-go dancers. When not dealing they are required to perform choreographed dance moves.

13. At all times relevant herein, Defendants maintained the following policies, practices, and procedures of requiring ServerTainers and dancing dealers to perform work activities without compensation by having employees perform work without being logged in to the timekeeping system. When named Plaintiff Corral was a ServerTainer she was required to attend dance classes of an hour or more, two to four times a week for which she was not paid her regular rate or overtime wages. If the employee did not attend dance classes, they would be taken off the schedule and written up for misconduct. *See* Exhibit A, page 1, attached, “GSR F&B Standard Operating Procedure – GSR ServerTainer Expectations,” hereinafter, GSR ServerTainer Expectations.

1 a) The GSR ServerTainer Expectations states at No. 2, “As a ServerTainer,
2 you are required to attend 1 paid rehearsal each week when not learning
3 new steps. When new steps are implemented, you are required to attend
4 2 rehearsals (which again will be paid). With that said, if you are not up
5 to the GSR ServerTainer standards, you will need to attend more classes
6 on your own time.”

7 b) GSR ServerTainer Expectations No. 3 states, “ServerTainers who are not
8 attending their required classes will not be allowed to work. No dance,
9 no work, no exceptions.”

10 14. Lead named Shenna Corral was paid \$8.25 per hour. Thus, because Defendants’
11 required Ms. Corral to work at least 2 hours of uncompensated work time each and every week
12 worked, she is owed at least 2 hours or more of overtime for the weeks in which she worked
13 over forty (40) in a workweek. At the required one and one half times her regular rate of pay of
14 \$12.38 multiplied by 2 hours of overtime she is owed \$24.75 or more per forty-hour workweek
15 worked.

16 15. Plaintiffs have attached Exhibit B to this First Amended Complaint which
17 contains a table of the calculation of one week of overtime owed to each additional named
18 Plaintiff herein based on their regular rate of pay.

19 16. Upon information and belief, all other GSR employees who were similarly
20 employed as ServerTainers and dancing dealers were not compensated for the time in which
21 they attended mandatory dance classes.

22 **PLAINTIFFS’ OPT-IN STATUS**

23 17. Lead named Plaintiff Corral and all other plaintiffs alleged herein previously
24 opted-in to the case of *Tiffany Sargent, et. al. v. HG Staffing, LLC*, Case No. 3:13-cv-453-LRH-
25 WGC (“*Sargent Action*”). Accordingly, the statute of limitations involved in this case is tolled
26 from the date in which lead named Plaintiff Corral and all other plaintiffs opted-in to the
27 *Sargent Action*.

28 ///

COLLECTIVE ACTION ALLEGATIONS

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

19. Plaintiffs seek to represent the following class of employees in Defendants' employ during the relevant time period: **All current and former non-exempt employees, employed by Defendants, who worked more than forty (40) hours in a workweek, and who were required to attend dance classes without compensation at any time during the relevant time period alleged herein.**

20. With regard to the conditional certification mechanism under the FLSA, Plaintiffs are similarly situated to those that they seek to represent for the following reasons, among others:

A. Defendants employed Plaintiffs as hourly employees who did not receive overtime premium pay of one and one half times their regular rate of pay for all hours Defendants suffered or permitted them to work over forty (40) hours in a workweek.

B. Plaintiffs' situation is similar to those they seek to represent because Defendants failed to pay Plaintiffs and all other Class Members for all time they were required to attend dance classes "off the clock" and without compensation but with the knowledge acquiescence and/or approval (tacit as well as expressed) of Defendants' managers and agents.

C. Common questions exist as to whether the time spent by Plaintiffs and all other Class Members engaging in dance classes "off the clock" is compensable under federal law; and whether Defendants failed to pay Plaintiffs and Class Members overtime at one and one half times their regular rate of pay for all hours worked in excess of 40 hours a week.

D. Upon information and belief, Defendants employ, and has employed, in excess of 55 Class Members within the applicable statute of limitations.

E. Plaintiffs have already filed or will file their consents to sue with the Court.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages in Violation of the FLSA, 29 U.S.C. § 207)

(On Behalf of All Plaintiffs and Class Members Against All Defendants)

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

22. 29 U.S.C. Section 207(a)(1) provides as follows: “Except as otherwise provided in this section, no employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.”

23. Once the work day has begun, all time suffered or permitted by the employer to be worked by the employee is compensable at the employee’s regular rate of pay or overtime rate of pay, whether scheduled or not.

24. By failing to compensate Plaintiffs and Class Members for the time spent engaging in the dance classes identified above without compensation, Defendants failed to pay Plaintiffs and Class Members overtime for all hours worked in excess of forty (40) hours in a week in violation of 29 U.S.C. Section 207(a)(1).

25. Defendants’ unlawful conduct has been widespread, repeated, and willful. Defendants knew or should have known that its policies and practices have been unlawful and unfair.

26. Wherefore, Plaintiffs demand for themselves and for all others similarly situated, that Defendants pay Plaintiffs and all members of the Class one and one half times their regular hourly rate of pay for all hours worked in excess of forty (40) hours a week during the relevant time period alleged herein together with liquidated damages, attorneys’ fees, costs, and interest as provided by law.

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JURY TRIAL DEMANDED

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

PRAYER FOR RELIEF

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

1. For an order conditionally certifying this action under the FLSA and providing notice to all members of the Class so they may participate in this lawsuit;
2. For an order appointing Plaintiffs as the Representatives of the Class and their counsel as Class Counsel;
3. For damages according to proof for overtime compensation at the applicable rate under federal law for all hours worked over 40 per week;
4. For liquidated damages pursuant to 29 U.S. C. § 216(b);
5. For interest as provided by law at the maximum legal rate;
6. For reasonable attorneys' fees authorized by statute;
7. For costs of suit incurred herein;
8. For pre-judgment and post-judgment interest, as provided by law, and
9. For such other and further relief as the Court may deem just and proper.

DATED: August 12, 2016

Respectfully Submitted,

THIERMAN BUCK LLP

/s/ Joshua D. Buck

Mark R. Thierman

Joshua D. Buck

Leah L. Jones

Attorneys for Plaintiffs

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Index of Exhibits

- A. “GSR F&B Standard Operating Procedure – GSR ServerTainer Expectations,”
- B. Spreadsheet Regarding Overtime Pay Owed Per Week