

THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027

Email info@thiermanbuck.com www.thiermanbuck.com

Mark R. Thierman, Nev. Bar No. 8285
Joshua D. Buck, Nev. Bar No. 12187
Leah L. Jones, Nev. Bar No. 13161
THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, Nevada 89511
Tel. (775) 284-1500
Fax. (775) 703-5027
mark@thiermanbuck.com
josh@thiermanbuck.com
leah@thiermanbuck.com

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

SARA READER (formerly LARSON), PAUL
ALLEN, WENDY BASALLO, JUSTINE
BRADLEY, ALEXIS BRYANT, TIFFANY
CARRERA, SHENNA CORRAL,
KATHERINE DOWLING, SHELLEY
FAUST, CAITLIN GUNN, LIZ HEERAN,
BRIDGETTE HINES, IMOGEN HOLT,
STEPHANIE KNAUSS, JUSTINE LANG,
MARK LARSON, GEORGE LOPES II,
SANDRA MARTINEZ, MALCOLM
MCCASKILL, JOSEPH MCKEE, MARIA
MCKENZIE, CALLIE MIANO, TONY
MORAN, JENNIFER NICHOLS,
KAROLINA OLECH, NATALIE ORDAS,
ARLENE OSORMAN, KATHRYN OWEN,
STEVE PIERCE, ROXANNE PRIMUS,
LAWRENCE RIORDAN SR., GAY
ROBERTS, MELISSA ROSINA, MISTY
SHELBY, BRANDI SMITH, KRYSTA
STEIGLER, DELLENA THOMPSON, and
ROBERT TRANCHIDA,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

HG STAFFING, LLC, MEI-GSR

Case No.:

**FIRST AMENDED COLLECTIVE
ACTION COMPLAINT**

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

JURY TRIAL DEMANDED

HOLDINGS LLC d/b/a GRAND SIERRA
RESORT, and DOES 1 through 50, inclusive,

Defendants.

COME NOW Plaintiffs SARA READER (formerly LARSON), PAUL ALLEN, WENDY BASALLO, JUSTINE BRADLEY, ALEXIS BRYANT, TIFFANY CARRERA, SHENNA CORRAL, KATHERINE DOWLING, SHELLEY FAUST, CAITLIN GUNN, LIZ HEERAN, BRIDGETTE HINES, IMOGEN HOLT, STEPHANIE KNAUSS, JUSTINE LANG, MARK LARSON, GEORGE LOPES II, SANDRA MARTINEZ, MALCOLM MCCASKILL, JOSEPH MCKEE, MARIA MCKENZIE, CALLIE MIANO, TONY MORAN, JENNIFER NICHOLS, KAROLINA OLECH, NATALIE ORDAS, ARLENE OSORMAN, KATHRYN OWEN, STEVE PIERCE, ROXANNE PRIMUS, LAWRENCE RIORDAN SR., GAY ROBERTS, MELISSA ROSINA, MISTY SHELBY, BRANDI SMITH, KRYSTA STEIGLER, DELLENA THOMPSON, AND ROBERT TRANCHIDA ("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 allegation in this First Amended 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 federal claims alleged herein pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b).

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

PARTIES

3. Lead named Plaintiff SARA READER (formerly SARA LARSON) is natural person who is and was a resident of the State of Nevada at all times relevant herein and was

1 employed as a cocktail waitress and food/attendant/barista by Defendants from on or about
2 2010 through on or about February 2013.

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

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

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

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

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

22 **FACTUAL ALLEGATIONS**

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

25 10. Lead named Plaintiff S. Reader was scheduled for, and regularly worked, five
26 (5) shifts per week, at least eight (8) hours per shift, and forty (40) hours per workweek. Upon
27 information and belief, all other cocktail servers and baristas were scheduled for and regularly
28 worked the same or similar schedules.

11. Defendants required lead named Plaintiff S. Reader and all employees who worked as cocktail servers and baristas to change into and out of their uniforms on the GSR premises and without compensation for such changing activities.

12. Lead named Plaintiff S. Reader was required to change into and out of her uniform on the GSR premises without compensation and for which she was not paid her minimum, regular rate, or overtime wages. Changing into and out of uniforms could take 15 minutes or more and employees either changed off the clock and/or were changing during the period of time that was improperly rounded off of employees' time cards.

13. Lead named Plaintiff S. Reader was paid \$8.25 per hour. Thus, because Defendants' required Ms. Reader to work at least 15 minutes of uncompensated work time each and every shift worked, she is owed 1.25 hours or more of overtime; i.e., 15 minutes per day at five days per week is equal to one hour and 15 minutes. At the required one and one half times her regular rate of pay of \$12.38 multiplied by 1.25 hours of overtime she is owed \$15.47 per workweek worked.

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

15. Extracting unpaid work from Lead named Plaintiff S. Reader and all other Plaintiffs was achieved by either rounding hours so that employees who were technically "on the clock" did not receive pay for all their recorded hours worked or by having employees perform work without being logged in to the timekeeping system. Indeed, Defendants maintain an unlawful rounding policy whereby it rounds the time recorded and worked by all hourly employees to the nearest 15 minutes for purposes of calculating payment of wages owed. Such rounding favors the employer and deprives the employees of pay for time they actually perform work activities.

16. Based on Plaintiff S. Reader's knowledge and belief all employees who were similarly employed as cocktail waitresses and baristas followed the same policy and procedure mandated by Defendants.

PLAINTIFFS' OPT-IN STATUS

17. Lead named Plaintiff S. Reader and all other Plaintiffs alleged herein previously opted-in to the case of *Tiffany Sargent, et. al. v. HG Staffing, LLC*, Case No. 3:13-cv-453-LRH-WGC ("*Sargent Action*"). Accordingly, the statute of limitations involved in this case is tolled from the date in which lead named Plaintiff S. Reader and all other Plaintiffs opted-in to the Sargent Action.

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 any workweek, and who were required to change into and out of uniforms on GSR premises 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 change into and out of uniforms 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 uniform changes "off the clock" is compensable under federal law; and whether Defendants failed to pay Plaintiffs and Class Members

1 overtime at one and one half times their regular rate of pay for all hours worked in
2 excess of 40 hours a week.

3 D. Upon information and belief, Defendants employ, and has employed, in
4 excess of 321 Class Members within the applicable statute of limitations.

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

7 **FIRST CAUSE OF ACTION**

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

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

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

12 21. 29 U.S.C. Section 207(a)(1) provides as follows: "Except as otherwise provided
13 in this section, no employer shall employ any of his employees who in any workweek is
14 engaged in commerce or in the production of goods for commerce, or is employed in an
15 enterprise engaged in commerce or in the production of goods for commerce, for a workweek
16 longer than forty hours unless such employee receives compensation for his employment in
17 excess of the hours above specified at a rate not less than one and one-half times the regular
18 rate at which he is employed."

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

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

26 24. Defendants' unlawful conduct has been widespread, repeated, and willful.
27 Defendants knew or should have known that its policies and practices have been unlawful and
28 unfair.

25. 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.

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

THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027

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Index of Exhibits

A. Spreadsheet Regarding Overtime Pay Owed Per Week