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ATTORNEYS FOR PLAINTIFFS

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

TOMERY DARLING and ANA JARA, on behalf of themselves and all other similarly situated individuals,

Plaintiffs,

vs.

DIGNITY HEALTH; DIGNITY COMMUNITY CARE; and DOES 1 through 50, inclusive,

Defendant(s).

Case No. 4:20-cv-06043-YGR

FIRST AMENDED COLLECTIVE AND CLASS ACTION COMPLAINT

- 1) Failure to Pay Overtime in Violation of 29 U.S.C. § 207;
- 2) Unfair Business Practices Under California Law;
- 3) Failure to Pay Wages for All Hours Worked Under Nevada Law;
- 4) Failure to Pay Overtime Wages for All Hours Worked Under Nevada Law;
- 5) Failure to Pay Wages For Interrupted Meal Breaks Under Nevada Law; and
- 6) Failure to Timely Pay All Wages Due and Owing Under Nevada Law.

JURY TRIAL DEMANDED

Plaintiffs TOMERY DARLING and ANA JARA (collectively, "Plaintiffs"), on behalf of themselves and all other similarly situated and typical persons, allege the following:

All allegations in this 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 Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

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1 **JURISDICTION AND VENUE**

2 1. This Court has original jurisdiction over the federal claims alleged herein pursuant
3 to the Fair Labor Standards Act (“FLSA”) 29 U.S.C. § 216(b) which states: “An action to recover
4 the liability prescribed in either of the preceding sentences may be maintained against any
5 employer (including a public agency) in any Federal or State court of competent jurisdiction by
6 any one or more employees for and in behalf of himself or themselves and other employees
7 similarly situated.” Plaintiffs have filed with this court consents to join this action.

8 2. This Court has supplemental jurisdiction over the state law claims alleged herein
9 pursuant to 28 U.S.C. § 1367 because the state law claims alleged herein all arise out of the same
10 transaction and occurrence, i.e. the failure to properly pay all wages due—and there is no conflict
11 between the procedures applicable to the FLSA and State law claims. *Integrity Staffing Solutions,*
12 *Inc.*, 2013 U.S. App. LEXIS 7397 (9th Cir. Nev. Apr. 12, 2013) (“In sum, we agree with the other
13 circuits to consider the issue that the fact that Rule 23 class actions use an opt-out mechanism
14 while FLSA collective actions use an Opt-in mechanism does not create a conflict warranting
15 dismissal of the state law claims.”)

16 3. Venue is proper in this Court because one or more of the Defendants named herein
17 maintains a principal place of business at 185 Berry Street, Suite 300, San Francisco, California,
18 94107.

19 **PARTIES**

20 4. Plaintiff TOMERY DARLING is natural person who has been employed by
21 Defendants as a non-exempt hourly paid employee in Sacramento, California, during the
22 relevant time period.

23 5. Plaintiff ANA JARA is natural person who has been employed by Defendants as
24 a non-exempt hourly paid employee in Las Vegas, Nevada, during the relevant time period.

25 6. Defendant DIGNITY HEALTH (“Dignity Health”) is a domestic non-profit
26 corporation with a principal place of business at 185 Berry Street, Suite 300, San Francisco,
27 California, 94107. Defendant DIGNITY COMMUNITY CARE (“Dignity Community Care”)
28 is a foreign non-profit corporation with a principal place of business at 185 Berry Street, Suite

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1 300, San Francisco, California, 94107. Collectively, DIGNITY HEALTH and DIGNITY
2 COMMUNITY CARE are referred to as Defendants.

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

8 **FACTUAL ALLEGATIONS**

9 8. Dignity Health is a health care organization that employs over 60,000 individuals
10 nationwide. According to its website, “Dignity Health is made up of more than 60,000 caregivers
11 and staff who deliver excellent care to diverse communities in 21 states. Headquartered in San
12 Francisco, Dignity Health is the fifth largest health system in the nation and the largest hospital
13 provider in California.” See <https://www.dignityhealth.org/about-us> (last visited Apr. 6, 2020).

14 9. Plaintiffs were two of Dignity Health’s 60,000 employees.

15 10. Plaintiff Darling was employed by Dignity Health as a full-time hourly paid non-
16 exempt Nursing employee from on or about May 2012 to on or about December 2016. She was
17 scheduled for and regularly worked 72 hours per two (2) week pay period, not including the time
18 that she worked that was unrecorded. She was scheduled for and regularly worked 36 hours per
19 workweek, not including the time worked that was unrecorded. Plaintiff Darling earned
20 approximately \$61 per hour at the time of her separation of employment with Dignity Health.

21 11. Plaintiff Jara was employed by Defendants a full-time hourly paid non-exempt
22 employee with a job title of Medical Assistant in Las Vegas, Nevada, from on or about
23 November 2015 to on or about December 3, 2019. She was scheduled for and regularly worked
24 80 hours per two (2) week pay period, not including the time that she worked that was
25 unrecorded. She was scheduled for and regularly worked 40 hours per workweek, not including
26 the time worked that was unrecorded. Plaintiff Jara earned approximately \$17.59 per hour at the
27 time of her separation of employment with Defendants.

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1 time entries from the EMR to the time entries in the electronic timekeeping system, Plaintiffs
2 and all other similarly situated employees worked a significant amount of time “off-the-clock”.

3 17. Despite knowing that Plaintiffs and other similarly situated individuals were
4 performing work off-the-clock and without compensation, Defendants failed to prevent the
5 performance of such work. Defendants suffered and permitted Plaintiffs to continue doing
6 uncompensated work that they were engaged to perform.

7 18. In addition to suffering and permitting Plaintiffs and all other similarly situated
8 employees to perform work without compensation, the EMR data shows, or will show, that
9 Defendants also violated California and Nevada state meal and rest break law by not providing a
10 meal period and rest periods within the requisite number of hours after the start of a shift; failing
11 to provide a second meal period and/or rest period within the time proscribed by law, and by not
12 permitting a full 30-minute uninterrupted meal period.

13 19. Based on the aforementioned facts that Defendants suffered and/or permitted
14 Plaintiffs and all other putative Class Members to work without compensation and suffered and/or
15 permitted to work without their legally mandated 30-minute uninterrupted lunch, Plaintiffs and
16 putative Class Members have suffered significant damages resulting therefrom. Plaintiff Jara, for
17 instance, worked 1,691.75 non overtime hours, 154 overtime hours, 38.25 2nd shift differential
18 hours, and 33 weekend premium hours in 2019, not including the unrecorded time that she worked.
19 She therefore worked a total of 1,917 hours, not including the unrecorded time that she worked.
20 As a result of the aforementioned Plaintiff Jara was not able to take a full 30-minute uninterrupted
21 break. Since she worked five (5) 8-hour shifts per week, she is owed 30-minutes of compensation
22 at her applicable overtime rate of pay (\$26.82) for each shift that she worked. Plaintiff also worked
23 on average an additional fifteen (15) minutes per shift off the clock entering patient information
24 into the EMR system. Therefore, in total, Plaintiff is owed approximately 45 minutes of wages at
25 the overtime rate for each shift that she worked, or \$20.12 for each shift. Plaintiff is not currently
26 in possession of her time and pay data. Plaintiff Jara is informed and believes that Defendants
27 should be in possession of such information because they are required, by law, to retain this
28 information for a certain amount of time. Nevertheless, Plaintiff is informed and believes that she

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1 worked five (5) 8-hours shifts during the workweek of November 4, 2019, and that she did not
2 receive full 30-minute uninterrupted meal breaks during that workweek and she was required to
3 enter patient information into the EMR system off the clock during that workweek. As such,
4 Plaintiff is informed and believes that she worked 43.75 hours that workweek but was only
5 compensated for 40 hours and, as a result, has suffered approximately \$100 in hard damages
6 during that workweek, not including liquidated damages and the recovery of other related relief.

7 **COLLECTIVE, CLASS, AND REPRESENTATIVE ACTION ALLEGATIONS**

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

10 21. Plaintiffs bring this action on behalf of themselves and all other similarly situated
11 and typical employees as both a collective action under the FLSA and a class action under
12 applicable state laws.

13 **The FLSA Class**

14 22. Plaintiff Jara bring this action on behalf of herself and the following **FLSA Class**
15 **(hereinafter referred to as “FLSA Class Members”)**:

16 All nonexempt hourly paid employees employed by
17 Defendants within the United States who worked off the
18 clock as demonstrated by the comparison between the EMR
19 system and electronic timekeeping system at any time during
20 the relevant time period alleged herein.

21 23. With regard to the conditional certification mechanism under the FLSA, Plaintiff
22 Jara is similarly situated to those she seeks to represent for the following reasons, among others:

23 A. Defendants employed Plaintiff Jara as an hourly-paid employee who did
24 not receive her full wages for all the hours that she worked, and, where applicable, their
25 overtime premium pay at one and one-half times the regular rate of pay for all hours
26 worked over forty (40) hours in a workweek.

27 B. Plaintiff Jara’s situation is similar to those she seeks to represent because
28 Defendants failed to pay Plaintiff Jara and all other FLSA Class Members for all time

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1 they were required to work, but with the knowledge, acquiescence and/or approval (tacit
2 as well as expressed) of Defendants’ managers and agents.

3 C. Common questions exist as to whether Plaintiff Jara and all other FLSA
4 Class Members worked off the clock and without compensation.

5 D. Upon information and belief, Defendants employ, and have employed, in
6 excess of 50,000 FLSA Class Members within the applicable statute of limitations.

7 E. Plaintiff Jara has signed and filed a Consent to Sue with this Court (*see*
8 ECF No. 1-2).

9 **The State Law Classes**

10 24. Plaintiff Darling brings this action on behalf of herself and the following
11 **California Class (hereinafter referred to as “California Class Members”):**

12 All nonexempt hourly paid employees employed by
13 Defendants in California who worked off the clock as
14 demonstrated by the comparison between the EMR system
15 and electronic timekeeping system at any time during the
16 relevant time period alleged herein.

17 **A.** The **California Class** may be further subdivided into the following
18 subclasses of similarly-situated and typical individuals based upon the divergent statute
19 of limitations period for various claims asserted herein (collectively “the Subclasses” or
20 “Subclass Members”):

21 **California Meal Break Subclass:** All California Class
22 Members who worked off who worked off the clock during
23 a meal break as demonstrated by the comparison between the
24 EMR system and electronic timekeeping system at any time
25 during the relevant time period alleged herein.

26 **Itemized Wage Statement Subclass:** All California Class
27 Members who were employed at any time during the
28 relevant time period alleged herein.

California Waiting Time Penalties Subclass: All
California Class Members who are former employees and
who were employed at any time during the relevant time
period alleged herein.

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1 25. Plaintiff Jara brings this action on behalf of herself and the following Nevada
2 **Class (hereinafter referred to as “Nevada Class Members”):**

3 All nonexempt hourly paid employees employed by
4 Defendants in Nevada who worked off the clock as
5 demonstrated by the comparison between the EMR system
6 and electronic timekeeping system at any time during the
7 relevant time period alleged herein.

8 **A.** The Nevada Class may be further subdivided into the following
9 subclasses of similarly-situated and typical individuals based upon the divergent statute
10 of limitations period for various claims asserted herein (collectively “the Subclasses” or
11 “Subclass Members”):

12 **Nevada Meal Break Subclass:** All Nevada Class Members
13 who worked off the clock during a meal break as
14 demonstrated by the comparison between the EMR system
15 and electronic timekeeping system at any time during the
16 relevant time period alleged herein.

17 **Nevada Waiting Time Penalties Subclass:** All Nevada
18 Class Members who are former employees and who were
19 employed at any time during the relevant time period alleged
20 herein.

21 26. Class treatment is appropriate in this case for the following reasons:

22 **A.** The Classes Are Sufficiently Numerous: Upon information and belief,
23 Defendants employ, and have employed, in excess of 10,000 California and Nevada Class
24 Members within the applicable statute of limitations. Because Defendants are legally
25 obligated to keep accurate payroll records, Plaintiffs allege that Defendants’ records will
26 establish the members of the Classes as well as their numerosity.

27 **B.** Common Questions of Law and Fact Exist: Common questions of law and
28 fact exist and predominate as to Plaintiffs and members of the Classes, including, without
limitation:

1) Whether Defendants failed to compensate Plaintiffs and members of the
Classes for all the hours that they worked;

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1 addressing the matter as a class action. Individualized litigation would also present the
2 potential for inconsistent or contradictory judgments.

3 **FIRST CAUSE OF ACTION**

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

5 (On Behalf of Plaintiff Jara and all members of the FLSA Class Against Defendants)

6 27. Plaintiffs reallege and incorporate by reference all the paragraphs above in the
7 Complaint as though fully set forth herein.

8 28. 29 U.S.C. Section 207(a)(1) provides as follows: “Except as otherwise provided
9 in the section, no employer shall employ any of his employees who in any workweek is engaged
10 in commerce or in the production of goods for commerce, or is employed in an enterprise engaged
11 in commerce or in the production of goods for commerce, for a workweek longer than forty hours
12 unless such employee receives compensation for his employment in excess of the hours above
13 specified at a rate not less than one and one-half times the regular rate at which he is employed.”

14 29. By failing to compensate Plaintiff Jara and FLSA Class Members for all the time
15 they were suffered and/or permitted to work as described above, Defendants have failed to pay
16 Plaintiff Jara and FLSA Class Members overtime for all hours worked in excess of forty (40)
17 hours in a week in violation of 29 U.S.C. Section 207(a)(1).

18 30. Wherefore, Plaintiff Jara demands for herself and for all others similarly situated,
19 that Defendant pay Plaintiff Jara and FLSA Class Members one and one-half times their regular
20 hourly rate of pay for all hours worked in excess of forty (40) hours a week during the relevant
21 time period together with liquidated damages, attorneys’ fees, costs, and interest as provided by
22 law.

23 **SECOND CAUSE OF ACTION**

24 **Unfair Business Practices Under California Law**

25 (On Behalf of Plaintiff Darling and the California Classes Against Defendants)

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

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1 the legal minimum wage or the legal overtime compensation applicable to the employee is entitled
2 to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
3 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

4 38. Labor Code § 1197 empowers the Industrial Welfare Commission to fix the
5 minimum wage and states that “the payment of a less wage than the minimum so fixed is
6 unlawful.” Section 4 of applicable Wage Order No. 9 requires Defendant to pay its employees
7 minimum wages for all hours worked.

8 39. Because Defendants failed to compensate Plaintiff Darling and California Class
9 Members for their hours worked off the clock as set forth above, Defendants failed to pay
10 Plaintiff Darling and California Class Members the required minimum wage rate for each hour
11 worked.

12 40. Labor Code § 1194.2(a) provides that, in an action to recover wages because of
13 the payment of a wage less than the minimum wage fixed by the IWC Wage Orders, an employee
14 is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
15 interest thereon.

16 41. Plaintiff Darling and California Class Members should have received their regular
17 rate of pay, or the minimum wage, whichever is higher, in a sum according to proof for the hours
18 worked, but not compensated, during the Class Period. Defendants therefore owe Plaintiff
19 Darling and California Class Members regular rate wages or minimum wages, whichever are
20 higher, as well as liquidated damages in an equal amount to the wages owed, and has failed and
21 refused, and continues to fail and refuse, to pay Plaintiff Darling and California Class Members
22 the amounts owed.

23 42. Defendants are also subject to civil penalties and restitution of wages payable to
24 Plaintiff Darling and all California Class Members pursuant to Labor Code § 1197.1 as follows:

- 25 (1) For any initial violation that is intentionally committed,
26 one hundred dollars (\$100) for each underpaid employee for each
27 pay period for which the employee is underpaid. This amount shall
28 be in addition to an amount sufficient to recover underpaid wages.

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(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee.

B.

Defendants’ Failure to Pay Overtime Wages for All Hours Worked

Under California Law

43. Labor Code §§ 510 and 1198, and Section 3 of applicable Wage Order No. 9, mandate that California employers pay overtime compensation at one and one-half times the regular rate of pay to all non-exempt employees for all hours worked over eight (8) per day or over forty (40) per week and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Section 3(A)(1) of the applicable Wage Order states in relevant part: “Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 1/2) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.”

44. Labor Code § 1198 states that “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

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1 45. Because Defendants failed to compensate Plaintiff Darling and California Class
2 Members for their hours worked off the clock as set forth above, Defendants failed to pay
3 Plaintiff Darling and California Class Members overtime compensation when due.

4 **C.**

5 **Defendants’ Failure to Provide Meal Breaks Under California Law**

6 46. Section 11 of the applicable Wage Order states, in relevant part: “(A) No employer
7 shall employ any person for a work period of more than five (5) hours without a meal period of
8 not less than 30 minutes . . . If an employer fails to provide an employee a meal period in
9 accordance with the applicable provisions of this order, the employer shall pay the employee one
10 (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal
11 period is not provided.”

12 47. Labor Code § 226.7 states that: “a) No employer shall require any employee to
13 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
14 Commission. (b) If an employer fails to provide an employee a meal period or rest period in
15 accordance with an applicable order of the Industrial Welfare Commission, the employer shall
16 pay the employee one additional hour of pay at the employee’s regular rate of compensation for
17 each work day that the meal or rest period is not provided.” California Labor Code § 229 provides
18 for a private right of action to enforce the provisions of Labor Code 226.7.

19 48. Labor Code § 512 provides in relevant part: “An employer may not employ an
20 employee for a work period of more than 10 hours per day without providing the employee with
21 a second meal period of not less than 30 minutes . . .”

22 49. As described above and demonstrated by the comparison of the EMR and
23 electronic timekeeping records, Plaintiff Darling and California Meal Break Subclass Members
24 routinely worked through meal periods as required by Defendants but were not compensated for
25 the missed meal period pursuant to 226.7.

26 **D.**

27 **Defendants’ Failure to Provide Accurate Wage Statements Under California Law**

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1 56. California Class Members who ceased employment with Defendants are entitled
2 to unpaid compensation for unpaid minimum, regular, and overtime wages, as alleged above, but
3 to date have not received such compensation. Defendants’ failure to pay such wages and
4 compensation, as alleged above, was knowing and “willful” within the meaning of Labor Code
5 § 203.

6 **THIRD CAUSE OF ACTION**

7 **Failure to Pay Wages for All Hours Worked Under Nevada Law**

8 (On Behalf of Plaintiff Jara and the Nevada Class Against Defendants)

9 57. Plaintiffs realleges and incorporates by this reference all the paragraphs above in
10 this Complaint as though fully set forth herein.

11 58. Nevada Revised Statutes (“NRS”) 608.140 provides that an employee has a private
12 right of action for unpaid wages.

13 59. NRS 608.016 entitled, “Payment for each hour of work; trial or break-in period
14 not excepted” states that: “An employer shall pay to the employee wages for each hour the
15 employee works. An employer shall not require an employee to work without wages during a trial
16 or break-in period.”

17 60. Nevada Administrative Code (“NAC”) 608.115(1), entitled “Payment for time
18 worked. (NRS 607.160, 608.016, 608.250)” states: “An employer shall pay an employee for all
19 time worked by the employee at the direction of the employer, including time worked by the
20 employee that is outside the scheduled hours of work of the employee.”

21 61. By failing to compensate Plaintiff and Nevada Class Members for all the time
22 they were suffered and/or permitted to work as described above, Defendant failed to pay Plaintiff
23 and Nevada Class Members for all hours they worked.

24 62. Wherefore, Plaintiff Jara demands for herself and for all members of the Nevada
25 Class, the payment of all regular rate wages during the relevant time period alleged herein,
26 together with attorneys’ fees, costs, and interest as provided by law.

27 **FOURTH CAUSE OF ACTION**

28 **Failure to Pay Overtime Wages for All Hours Worked Under Nevada Law**

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(On Behalf of Plaintiff Jara and the Nevada Class Against Defendants)

63. Plaintiffs realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

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

65. 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.

66. 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.

67. By failing to compensate Plaintiff and Nevada Class Members for all the overtime hours they were suffered and/or permitted to work as described above, Defendant failed to pay Plaintiff and Nevada Class Members the overtime premium of 1 ½ times their regular rate of pay for all hours worked over 8 hours in a workday and/or 40 in a workweek.

68. Wherefore, Plaintiff Jara demands for herself, and for all members of the Nevada Class, payment by Defendants at 1 ½ times their regular rate of pay for all overtime pay owed during the relevant time period alleged herein, together with attorneys’ fees, costs, and interest as provided by law.

FIFTH CAUSE OF ACTION

Failure to Pay Wages For Interrupted Meal Breaks Under Nevada Law

(On Behalf of Plaintiff Jara and Nevada Meal Subclass Against Defendants)

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- 1 2. For an order certifying this action as a class action on behalf of the proposed
- 2 Classes and Subclasses;
- 3 3. For an order appointing Plaintiffs as the Representatives of the Classes and
- 4 Subclasses and for an order appointing their counsel as Class Counsel for each;
- 5 4. For damages according to proof for regular rate or minimum rate pay, whichever
- 6 is higher, for all hours worked under both federal and state law;
- 7 5. For damages according to proof for overtime compensation for all overtime hours
- 8 worked under both federal and state law;
- 9 6. For liquidated damages;
- 10 7. For one hour of pay at the regular rate or minimum rate pay, whichever is higher,
- 11 for every missed and/or inadequate meal period under California law;
- 12 8. For waiting time penalties;
- 13 9. For interest as provided by law at the maximum legal rate;
- 14 10. For reasonable attorneys’ fees authorized by statute;
- 15 11. For costs of suit incurred herein;
- 16 12. For pre-judgment and post-judgment interest, as provided by law, and
- 17 13. For such other and further relief as the Court may deem just and proper.

18
19 DATED: October 20, 2020

THIERMAN BUCK LLP

s/ Joshua D. Buck

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

Attorneys for Plaintiff

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