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6 **UNITED STATES DISTRICT COURT**

7 **DISTRICT OF NEVADA**

8 DELANIE BUTLER and JOHN ROBINSON,  
individually and on behalf of all similarly situated  
9 class and collective action members,

Case No.

10 Plaintiffs,

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

11 v.

12 PORTFOLIO RECOVERY ASSOCIATES,  
13 LLC, a Delaware Limited Liability Company;  
PRA GROUP, INC., a Delaware Corporation;  
14 DOES I through X, inclusive; ROE  
CORPORATIONS I through X, inclusive,

15 Defendants.  
16

17  
18 COMES NOW, DELANIE BUTLER and JOHN ROBINSON, individually and on  
19 behalf of all similarly situated class and collective action members (individually referred to as  
20 “Butler” or “Robinson”, collectively referred to as “Plaintiffs”), by and through counsel, Mark  
21 H. Hutchings, Esq. of the law firm Hutchings Law Group, LLC, with this Complaint and  
22 alleges against PORTFOLIO RECOVERY ASSOCIATES, LLC, and PRA GROUP, INC.  
23 (individually referred to as “Portfolio” or “PRA”, collectively referred to as “Defendants”) as  
24 follows:

25 **JURISDICTION AND VENUE**

- 26 1. This FLSA case is brought pursuant to 29 USC 201 *et seq.* and supplemental Nevada  
27 law for the failure to pay wages, unpaid overtime, unlawful practices and damages, and  
28 is also brought pursuant to the WARN Act pursuant to 29 USC 2101 *et. seq.* on behalf

1 of Plaintiffs and other similarly situated employees.

- 2 2. This Court has primary jurisdiction over claims set forth herein pursuant to 28 USC  
3 1331. This Court has pendant jurisdiction over any state law claims pled herein  
4 pursuant to 28 USC 1367.
- 5 3. Venue in the United States District Court for the District of Nevada is proper pursuant  
6 to 28 USC 1391(b)(1) and (2) because Defendants maintain a place of business in Clark  
7 County, Nevada, and because the District of Nevada is a judicial district in which a  
8 substantial part of the events or omissions giving rise to the claim occurred.

9 **PARTIES**

- 10 4. At all times relevant hereto, DELANIE BUTLER is and was a resident of Las Vegas,  
11 Nevada and was an employee employed by Defendants.
- 12 5. At all times relevant hereto, JOHN ROBINSON is and was a resident of Las Vegas,  
13 Nevada and was an employee employed by Defendants.
- 14 6. At all times relevant hereto, PORTFOLIO RECOVERY ASSOCIATES, LLC is and  
15 was a Delaware limited liability company doing business in Clark County, Nevada or  
16 otherwise maintained substantial contacts therewith.
- 17 7. At all times relevant hereto, PRA GROUP, INC. is and was a Delaware corporation  
18 doing business in Clark County, Nevada or otherwise maintained substantial contacts  
19 therewith.
- 20 8. The true names and/or capacities, whether individual, corporate, associate, or otherwise,  
21 of defendants named herein as DOES I through X, and ROE CORPORATIONS I  
22 through X, inclusive, are unknown to Plaintiffs at this time, who therefore sues said  
23 defendants by such fictitious names. Each of the defendants designated herein by  
24 fictitious names is in some manner responsible for the events and happenings herein  
25 referred to and caused damages proximately and foreseeably to Plaintiffs as herein  
26 alleged. Plaintiffs ask leave of the Court to amend this Complaint when the true names  
27 and capacities of said defendant have been ascertained.
- 28 9. Whenever it is alleged in Complaint that a party did any act or thing, it is meant that

1 such party's officers, agents, employees, or representatives did such act or thing and at  
2 the time such act or thing was done, it was done with full authorization or ratification of  
3 such party or was done in the normal and routine course and scope of business, or with  
4 the actual, apparent and/or implied authority of such party's officers, agents, servants,  
5 employees, or representatives. Specifically, parties are liable for the actions of their  
6 officers, agents, servants, employees, and representatives.

7 10. Each Defendant acted in all respects pertinent to this action as the agent of the other  
8 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent  
9 hereto, and the acts of each Defendant are legally attributable to the other Defendants as  
10 each Defendant has ratified, approved, and authorized the acts of each of the remaining  
11 Defendants with full knowledge of said acts, making each of the Defendants an agent of  
12 the other making each of the Defendants jointly responsible and liable for the acts and  
13 omission of each other as alleged herein.

14 11. At all times relevant hereto, Plaintiffs and those similarly situated were "employees" as  
15 defined by NRS 608.010 and 29 USC 203(e)(4) and were "affected employees" as  
16 defined by 29 USC 2102(a)(5).

17 12. At all times relevant hereto, Defendants were "employers" as defined by NRS 608.011,  
18 29 USC 2101(a)(1), and 29 USC 203(d).

19 **ALLEGATIONS OF FACT**

20 **WARN Act Allegations**

21 13. Plaintiffs incorporate by reference all of the allegations in the preceding paragraphs as  
22 though fully set forth herein.

23 14. Defendants are a nationwide account collection company with a regional office in  
24 Henderson, Nevada ("Las Vegas Regional Office" or "LVRO").

25 15. Defendants employ or employed approximately 200 employees at LVRO.

26 16. Upon information and belief, Defendants opened their most recent iteration of LVRO in  
27 January of 2018 in Henderson, NV.

28 17. Upon information and belief, when LVRO opened in January 2018 in Henderson, NV,

- 1 it contained only a collections department, it did not contain a litigation department.
- 2 18. Upon information and belief, in the spring and summer of 2019, it was clear that LVRO
- 3 was not performing in a manner comparable to other of Defendants' offices located in
- 4 other parts of the United States.
- 5 19. Upon information and belief, in the spring and summer of 2019, it was also clear that
- 6 LVRO was more expensive to operate than other of Defendants' offices located in other
- 7 parts of the United States.
- 8 20. Upon information and belief, in the spring and summer of 2019 it was also clear that
- 9 LVRO had personnel problems caused by incessant fighting between Human Resources
- 10 and Management over chronic employee complaints about Management, and that said
- 11 conflict was worse and more difficult than compared with other of Defendants' offices
- 12 located in other parts of the United States.
- 13 21. Upon information and belief, in the spring and summer of 2019, Defendants began to
- 14 take measures to open a new office in Danville, VA.
- 15 22. Upon information and belief, throughout the 2019 calendar year, Defendants and their
- 16 agents communicated to LVRO and its executives and staff that if LVRO did not
- 17 improve its performance, the LVRO office would be closed.
- 18 23. Upon information and belief, in the spring and summer of 2019, Defendants and their
- 19 agents began recruiting staff to transfer from LVRO to other offices located around the
- 20 United States.
- 21 24. Upon information and belief, in the summer or fall of 2019, LVRO Vice President of
- 22 Operations Sean Garret put his Las Vegas residence up for sale in anticipation of
- 23 moving to Jackson, TN to continue working for Defendants.
- 24 25. Near the end of 2019, Defendants, in an effort to improve the poorly performing LVRO,
- 25 implemented a litigation department within the facility in addition to the collections
- 26 department.
- 27 26. Approximately 60% of the collections staff was transferred to litigation staff where they
- 28 assumed greater workloads for the same or less pay.

1 27. Upon information and belief, in early February of 2020, Executive Vice President of  
2 LVRO, Tim Rees, was terminated from employment with Defendants because of  
3 LVRO's performance issues.

4 28. Shortly after the termination of Mr. Rees, LVRO staff began noticing strange persons  
5 entering the LVRO workspace because it was being marketed for sub-letting to new  
6 tenants.

7 29. Shortly after the termination of Mr. Rees in February of 2020, certain employees at  
8 LVRO asked for raises and were told by Defendants agents that they would be lucky if  
9 they even had a job in the next few months, let alone a raise.

10 Wage and Hour Allegations

11 30. All hourly employees track their employee time and attendance with Defendants  
12 through a software program called "Workday."

13 31. Workday is a cloud-based software program designed to allow national and global  
14 organizations to track employee time through web-based desktop or mobile devices.

15 32. Defendants have used Workday to track employee time from the beginning of their  
16 opening of LVRO.

17 33. When hourly employees arrive on the morning of each regularly scheduled shift, they  
18 must clock-in using the Workday application.

19 34. Clock-in requires the hourly employees to first unlock their desktop computers.

20 35. It takes between 3 and 10 minutes to unlock and boot-up each desktop computer  
21 ("Boot-up time") before hourly employees can get access to the Workday application to  
22 clock-in for their shift.

23 36. Hourly employees experience a similar delay when they attempt to clock-in after taking  
24 their lunch breaks.

25 37. Hourly employees were not paid for Boot-up time.

26 38. This unpaid Boot-up time was a significant benefit to Defendants and allowed them to  
27 avoid paying overtime to hourly employees on a weekly basis.

28 39. This unpaid Boot-up time was a significant detriment to hourly employees and required

1 them to work on average an extra 6 to 20 minutes each scheduled shift without  
2 compensation.

3 40. Defendants, recognizing the delay caused by Boot-up time, allowed for a 10-minute  
4 grace period concerning clock-in times within their tardiness policy.

5 41. Upon information and belief, Defendants altered employee records to prevent paying  
6 overtime.

7 42. On March 23, 2020, Defendants Chief Global Operations Office, Steve Roberts, sent an  
8 email to all LVRO employees that stated:

9 Today, PRA has made the challenging and difficult decision to  
10 close our Las Vegas Regional Office (LVRO) indefinitely,  
11 effective immediately. This was not an easy decision to make,  
12 given the impact on our employees. After carefully considering  
13 overall site performance, and to ensure we are prioritizing and  
14 streamlining where necessary, we believe this to be the right next  
15 stop and have much gratitude and respect for each member of the  
16 LVRO site and their contributions.

17 I'd also like to announce several realignments within our  
18 organizational structure

19 . . .

20 Sean Garrett, vice president of operations, will transfer to Jackson,  
21 TN to lead our TRO site. Sean managed LVRO for two and a half  
22 years, and we are excited to see TRO continue to thrive under his  
23 leadership.

24 43. Defendants effectively terminated the entire LRVO office of approximately 200  
25 employees via email notification – concomitant with a hearty congratulations to  
26 executives within PRA that had been promoted.

27 44. After the entire LVRO staff was terminated via email, Defendants later sent a letter to  
28 LVRO employees that attempted to blame the firing on the COVID-19 crisis and  
attempted to comply with the WARN Act.

45. Defendants did not close or otherwise engage in a mass layoff of any other PRA offices  
as a result of the COVID-19 crisis.

46. Defendants attempted to use the COVID-19 crisis as pre-text for the failure to comply

1 with the WARN Act.

2 47. Upon information and belief, at no point in time did Defendants inform the local,  
3 municipal, county, or state authorities of the mass layoff that resulted from closing  
4 LVRO.

5 Class & Collective Action Allegations

6 48. Defendants employed both salaried employees and hourly employees.

7 49. The salaried employee class includes former salaried employees of LVRO who were  
8 not paid earned paid leave in the amount of .01923 hours of paid leave for each hour of  
9 work performed and/or who were terminated on or about March 23, 2020 in violation of  
10 the WARN Act.

11 50. There were several types of salaried employees, including Human Resources,  
12 Administration and Recruiting, Talent Development Specialists, Operations Managers,  
13 Coaches, Assistant Vice Presidents, Vice Presidents, and Executive Vice Presidents.

14 51. All salaried employees were classified by Defendants as hourly exempt employees and  
15 were paid a salary for their services.

16 52. The class of salaried employees is so numerous that joinder of all members is  
17 impractical because there are tens of members of the salaried employee class, the  
18 location of certain member of this class may not be local, and service and litigation of  
19 each claim would result in an unjustified administrative burden and expense to counsel  
20 and the court.

21 53. There are questions of law or fact common to the class of salaried employees, primarily  
22 including whether salaried employees were terminated in violation of the WARN Act  
23 and whether Defendant violated NRS 608.0197 and NRS 608.02.

24 54. Robinson is a proper class representative for all salaried employees.

25 55. Robinson was employed with Defendants beginning on or around September 25, 2017  
26 as a Talent Development Specialist.

27 56. Robinson was paid a salary by Defendants.

28 57. Robinson was terminated via email and without prior written notice, along with the rest

1 of the LVRO salaried employees, on or about March 23, 2020.

2 58. The claims of Robinson are typical of the claims or defenses of the class because they  
3 arise from a violation of the WARN Act with respect to salaried employees terminated  
4 via email on March 23, 2020 by Defendants, and whether Defendant violated NRS  
5 608.02.

6 59. Robinson will fairly and adequately protect the interests of the class.

7 60. The hourly employee class includes former hourly employees of LVRO who were not  
8 paid hourly or overtime pay for Boot-up time, who were subject to Defendants' practice  
9 and policy of adjusting time records downward to avoid paying overtime, who were not  
10 paid all amounts due at the time of termination, and/or who were terminated on or about  
11 March 23, 2020 in violation of the WARN Act.

12 61. There were several types of hourly employees, including Account Representatives,  
13 Account Managers, Account Executives, Senior Account Executives, Litigation  
14 Representatives, and Litigation Managers.

15 62. The class is so numerous that joinder of all members is impractical because, upon  
16 information and belief, there are over 100 members of the hourly employee class and  
17 service and litigation of each claim would result in an unjustified administrative burden  
18 and expense to counsel and the court.

19 63. All hourly employees were required to clock in and out using the Workday system  
20 employed by Defendants to track employee time and attendance.

21 64. There are questions of law or fact common to the class, namely whether Defendants  
22 violated the WARN Act when they terminated the hourly employees via email on  
23 March 23, 2020, whether Defendants failed to pay hourly employees owed wages,  
24 including overtime pay, and whether Defendants failed to timely pay hourly employees  
25 wages due to them at the time of termination.

26 65. Butler was employed with Defendants beginning on or about November 27, 2017 as a  
27 litigation account representative.

28 66. Butler was paid an hourly rate, plus commissions, as compensation for her employment



1 with Defendants.

2 67. Butler was transferred from the collections department to the litigation department near  
3 the end of 2019.

4 68. The claims of Butler are typical of the claims or defenses of the class because she was  
5 wrongfully terminated in violation of the WARN Act, she was not paid owed wages,  
6 including overtime pay, and she was not paid all sums due at the time of termination.

7 69. Butler will fairly and adequately protect the interests of the class.

8 70. Pursuant to 29 USC 216(b), “An action to recover the liability [for unpaid minimum  
9 wages or unpaid overtime] may be maintained against any employer (including a public  
10 agency) in any Federal or State court of competent jurisdiction by any one or more  
11 employees for and in behalf of himself or themselves and other employees similarly  
12 situated.”

13 71. In addition to FRCP 23, Plaintiffs bring their claim for relief for violation of the FLSA  
14 as an “opt-in” collective action pursuant to 29 USC 216(b) on behalf of all persons who  
15 were employed by Defendants as non-exempt employees subject to Defendants’ wage-  
16 and-hour practices and time-and-attendance policies.

17 72. Butler may maintain this action against Defendants because she is an employee  
18 similarly situated with other employees of Defendants who suffered harm due to  
19 Defendants’ violation of the FLSA, including failure to pay overtime.

20 73. Butler has consented in writing to act as a class representative of the FLSA Collective  
21 Members.

22 74. Questions of law and fact common to the FLSA Collective Members include without  
23 limitation:

24 a. Whether Defendants unlawfully failed to pay overtime compensation in  
25 violation of the FLSA;

26 b. Whether Defendants failure to pay overtime to its non-exempt FLSA Collective  
27 Plaintiffs was willful within the meaning of the FLSA;

28 c. Whether Defendants failed to maintain accurate records of actual time worked

1 by the FLSA Collective Members;

2 d. Whether Defendants failed to provide accurate wage statements itemizing all  
3 actual time worked and wages earned by the FLSA Collection Plaintiffs; and

4 e. Whether Defendants' unlawful time-and-attendance policies are company-wide  
5 policies that affects all non-exempt employees.

6 75. Butler and FLSA Collective Members are similarly situated, have substantially similar  
7 job requirements and pay provisions, and are subject to Defendants' common practice,  
8 policy or plan of not paying employees for Boot-up time and of adjusting employee  
9 time records downward to avoid paying overtime.

10 76. At present the number of FLSA Collective Members is unknown, but upon information  
11 and belief, there are more than 100 such members and therefore, a collective action is  
12 the most efficient mechanism for resolving such claims.

13 77. The number of FLSA Collective Members may be determined from the records of  
14 Defendants and potential Plaintiffs may be notified of the pendency of this action by  
15 utilizing Defendants' payroll records.

16 78. Upon information and belief, Defendants violations of 29 USC 207 were repeated,  
17 intentional, and willful.

18 79. Butler and the FLSA Collective Members have been damaged by Defendants violation  
19 of 29 USC 207.

20 80. Butler and the FLSA Collective Members who opt-in to this action are entitled to the  
21 full amount of unpaid wages, including overtime, plus and equal amount as liquidated  
22 damages, plus attorney fees and costs.

23 81. A Collective Action under 29 USC 216(b) and/or a class action under FRCP 23 is  
24 superior to other available methods for the fair and efficient adjudication of this  
25 controversy because the damages suffered by each individual FLSA Collective  
26 Member, or hourly or salaried class member may be relatively small, and the expense  
27 and burden of the individual redress would make it difficult or impossible for the  
28 member to individually redress the harm.

1 82. Because of the similarity of FLSA Collective Member and hourly and salaried class  
2 member claims, individual actions to redress the harms suffered would present the risk  
3 of inconsistent adjudications.

4 83. For the reasons set forth herein, Robinson is authorized under 29 USC 2104(5) to sue  
5 individually and to act as a representative of all similarly situated persons for Defendants'  
6 violation of 29 USC 2101 *et seq.*

7 **CAUSES OF ACTION**

8 29 USC 2101 *et seq.*

9 (WARN ACT)

10 84. Plaintiffs incorporate by reference all of the allegations in the preceding paragraphs as  
11 though fully set forth herein.

12 85. Defendants are an “employer” as defined by 29 USC 2101(a)(1).

13 86. Butler, Robinson and putative class members are “affected employees” as defined by 29  
14 USC 2101(a)(5).

15 87. On or about March 23, 2020, Defendants engaged in a “mass layoff” of Plaintiffs and  
16 those similarly situated as defined by 29 USC 2101(a)(3).

17 88. On or about March 23, 2020, Plaintiff’s suffered an “employment loss” as that term is  
18 defined by 29 USC 2101(6).

19 89. Defendants failed to give sufficient notice to affected employees, or state or local entities  
20 as required by 29 USC 2102(a) prior to the mass layoff.

21 90. Defendants are not excused from the notice requirements of 29 USC 2102(a) and do not  
22 qualify for the reduction of notification period as set forth in 29 USC 2102(b).

23 91. Defendants mass layoff of the affected employees was indefinite and there is no factual  
24 basis for Defendants to assert that the provisions of 29 USC 2102(c) apply to extend,  
25 mitigate, or preclude the required notice.

26 92. Defendants mass layoff of the affected employees is not otherwise excused by the  
27 provisions of 29 USC 2101 *et seq.* and was not in “good faith” as provided in 29 USC  
28 2104(a)(4).

1 93. Plaintiffs are entitled to bring this action for Defendants’ violation of 29 USC 2102  
2 pursuant to 29 USC 2104 and are entitled to:

- 3 a. Back pay for each day of violation at a rate of compensation not less than the  
4 higher of –  
5 i. The average regular rate received by such employee during the last 3 years  
6 of the employee’s employment, or  
7 ii. The final regular rate received by such employee; and  
8 b. Benefits under an employee benefit plain described in section 29 USC 1002(3),  
9 including the cost of medical expenses incurred during the employment loss  
10 which would have been covered under an employee benefit plan if the  
11 employment loss had not occurred.  
12 c. Civil penalties up to \$500 for each day of such violation.  
13 d. Reasonable attorney fees and costs of suit.

14 29 USC 201 et. seq.

15 (FLSA) (unpaid overtime)

16 94. Plaintiffs incorporate by reference all of the allegations in the preceding paragraphs as  
17 though fully set forth herein.

18 95. Defendants are an “employer” as defined by 29 USC 203(d).

19 96. Butler and the hourly employee class are “employees” as defined by 29 USC 203(e), not  
20 falling within any exemption.

21 97. At all relevant times, Butler and the hourly employee class were under the “employ” of  
22 Defendants as set forth within 29 USC 203(g).

23 98. At all relevant times, Defendants were subject to the requirements of 29 USC 207(a) as it  
24 pertains to overtime pay for all time worked in excess of 40 hours in any workweek by  
25 Butler and the hourly employee class.

26 99. Defendants violated the provisions of 29 USC 207(a) when Defendants failed to pay Butler  
27 and the hourly employee class for time worked in excess of 40 hours in any workweek.

28 100. Pursuant to 29 USC 215(a), Defendants are prohibited from violating the provisions of

1 29 USC 207(a).

2 101. Butler and the hourly employee class are entitled to damages pursuant to 29 USC 216(b)  
3 for Defendants violation of 29 USC 215(a) as follows:

- 4 a. For the amount of unpaid overtime wages;  
5 b. Liquidated damages in an amount equal to unpaid overtime wages; and  
6 c. Reasonable attorney fees and costs of suit.

7 NRS 608.016

8 (unpaid wages)

9 102. Plaintiffs incorporate by reference all of the allegations in the preceding paragraphs as  
10 though fully set forth herein.

11 103. NRS 608.016 requires Defendants to pay employee wages for each hour the employee  
12 works.

13 104. Defendants failed to pay Butler and the hourly employee class for each hour worked,  
14 including Boot-up time and time excluded by Defendants' adjustment of employee time  
15 records.

16 105. Under NRS 608.020, upon discharge of an employee, all wages and compensation earned  
17 and unpaid at the time of the discharge are immediately due and payable.

18 106. Defendants failed to pay Plaintiffs all wages and compensation earned and unpaid at the  
19 time of discharge on or about March 23, 2020.

20 107. Under NRS 608.140 and NRS 608.040(1)(a), Defendants are liable to Butler and the  
21 hourly employee class for unpaid wages and in an amount equal to compensation of each  
22 employee at the regular rate of pay for 30 days, and as otherwise allowed by law.

23 NRS 608.018

24 (unpaid overtime)

25 108. Plaintiffs incorporate by reference all of the allegations in the preceding paragraphs as  
26 though fully set forth herein.

27 109. Under NRS 608.018, Defendants are required to pay Butler and the hourly employee class  
28 1 and ½ times the regular wage rate for all time worked in excess of 40 in any scheduled

1 work week, or for all time worked in excess of 8 hours in any workday.

2 110. Defendants failed to pay Butler and the hourly employee class 1 and ½ times the regular  
3 wage rate for all time worked in excess of 40 in any scheduled work week, or for all time  
4 worked in excess of 8 hours in any workday, including Boot-up time and time excluded  
5 by Defendants' adjustment of employee time records.

6 111. Under NRS 608.020, upon discharge of an employee, all wages and compensation earned  
7 and unpaid at the time of the discharge are immediately due and payable.

8 112. Defendants failed to pay Plaintiffs all wages and compensation earned and unpaid at the  
9 time of discharge.

10 113. Under NRS 608.140 and NRS 608.040(1)(a) Defendants are liable to Butler and the  
11 hourly employee class for unpaid overtime and in an amount equal to compensation of  
12 each employee at the regular rate of pay for 30 days and as otherwise allowed by law.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs, individually, and on behalf of all other collective action  
15 members, class members, and those similarly situated, pray for judgment against Defendants as  
16 follows:

- 17 1. For an Order certifying this action under the FLSA and providing notice to all  
18 members of the collective action that they may participate in this lawsuit;
- 19 2. For an Order appointing Butler as the collective action representative and  
20 appointing her counsel as Collective Action Counsel;
- 21 3. For an Order certifying this action as a class action under FRCP 23 on behalf of  
22 each hourly class member and each salaried class member and providing notice to  
23 the hourly class employees and salaried class employees that they may participate in  
24 this lawsuit;
- 25 4. For an Order appointing Butler as a representative of the hourly class employees  
26 and appointing her counsel as Class Counsel;
- 27 5. For an Order appointing Robinson as a representative of the salaried class  
28 employees and appointing his counsel as Class Counsel;

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- 1 6. For an Order certifying this action under the WARN Act and providing notice to all
- 2 members of the collective action that they may participate in this lawsuit;
- 3 7. For an Order certifying Robinson as the collective representative of the WARN Act
- 4 class;
- 5 8. For damages according to proof for regular rate of pay under federal and state law
- 6 for all hours worked;
- 7 9. For damages according to proof for overtime pay at the applicable rate under federal
- 8 and state law for all hours worked;
- 9 10. For thirty days of wages for each collective action or class member pursuant to NRS
- 10 608.140 and NRS 608.040;
- 11 11. For liquidated damages pursuant to applicable federal and state law;
- 12 12. For penalties according to federal and state law;
- 13 13. For pre and post judgment interest as provided for at the maximum legal rate;
- 14 14. For attorney fees and costs as authorized by statute; and
- 15 15. For such other relief as the Court deems just and proper.

16  
17 Dated: May 12, 2020

HUTCHINGS LAW GROUP, LLC

18  
19 By: /s/ Mark H. Hutchings, Esq.  
20 Mark H. Hutchings, Esq.  
21 552 E. Charleston Blvd.  
22 Las Vegas, NV 89104  
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25 *Attorney for Plaintiffs*  
26  
27  
28

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



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\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

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designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
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Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: