

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

A CAB, LLC; AND A CAB SERIES,  
LLC,

Appellants,

v.

MICHAEL MURRAY; AND  
MICHAEL RENO, INDIVIDUALLY  
AND ON BEHALF OF ALL OTHERS  
SIMILARLY SITUATED,

Respondents.

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) Supreme Court No. 77050

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Clerk of Supreme Court

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**APPENDIX TO  
APPELLANTS OPENING BRIEF  
VOLUME XVIII of LII**

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Appeal from the Eighth Judicial District Court  
Case No. A-12-669926-C

HUTCHISON & STEFFEN, PLLC

Michael K. Wall (2098)  
Peccole Professional Park  
10080 Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
*Attorney for Appellants*

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11	Plaintiffs' Response in Opposition to Defendants' Motion to Strike First Amended Complaint and Counter-Motion for a Default Judgment or Sanctions Pursuant to EDCR 7.60(b), filed 04/11/2013	II	AA000202-AA000231
24	Plaintiffs' Response in Opposition to Defendants' Motion to Dismiss Plaintiffs' Second Claim for Relief, filed 08/28/2015	IV	AA000651-AA000668
23	Plaintiffs' Response in Opposition to Defendants' Motion for Declaratory Order Regarding Statue of Limitations, filed 08/28/2015	IV	AA000600-AA000650
172	Plaintiffs' Response in Opposition to Defendants' Motion for Dismissal of Claims on an Order Shortening Time, filed 10/17/2018	XLVI	AA009289-AA009297
8	Plaintiffs' Response in Opposition to Defendants' Motion Seeking Reconsideration of the Court's February 8, 2013 Order Denying Defendants' Motion to Dismiss, filed 03/18/2013	I	AA000181-AA000187
154	Plaintiffs' Response to Defendants' Ex-Parte Motion to Quash Writ of Execution on an OST and Counter-Motion for Appropriate Judgment Enforcement Relief, filed 09/24/2018	XLIV	AA008919-AA008994
109	Plaintiffs' Response to Defendants' Motion in Limine to Exclude Expert Testimony, filed 01/12/2018	XXX, XXXI	AA006002-AA006117
184	Plaintiffs' Response to Special Master's	XLVII	AA009665-

	Motion for an Order for Payment of Fees and Contempt, filed 11/26/2018		AA009667
115	Plaintiffs' Supplement in Connection with Appointment of Special Master, filed 01/31/2018	XXXII	AA006239-AA006331
144	Plaintiffs' Supplement in Reply and In Support of Entry of Final Judgment Per Hearing Held June 5, 2018, filed 07/13/2018	XLI, XLII	AA008416-AA008505
146	Plaintiffs' Supplement in Reply to Defendants' Supplement Dated July 18, 2018, filed 08/03/2018	XLII	AA008576-AA008675
107	Plaintiffs' Supplement in Support of Motion for Partial Summary Judgment, filed 01/09/2018	XXX	AA005833-AA005966
75	Plaintiffs' Supplement to Plaintiffs' Reply to Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment, filed 02/23/2017	XX	AA003847-AA003888
156	Plaintiffs' Supplemental Response to Defendants' Ex-Parte Motion to Quash Writ of Execution on an OSt, filed 09/27/2018	XLIV	AA009009-AA009029
46	Reply in Support of Defendants' Motion for Reconsideration, filed 03/24/2016	VII, VIII	AA001237-AA001416
170	Reply in Support of Defendants' Motion for Reconsideration, Amendment, for New Trial, and for Dismissal of Claims, filed 10/16/2018	XLV	AA009272-AA009277
58	Reply in Support of Defendants' Motion for Judgment on the Pleadings Pursuant to NRCP 12(c) with Respect to All Claims for Damages Outside the Two-Year Statue of Limitation and Opposition to Counter Motion for Toll of Statue of Limitations and for an Evidentiary Hearing, filed 12/28/2016	XI	AA002179-AA002189

111	Reply in Support of Defendants' Motion in Limine to Exclude the Testimony of Plaintiffs' Experts, filed 01/19/2018	XXXI	AA006180-AA001695
178	Resolution Economics' Application for Order of Payment of Special Master's Fees and Motion for Contempt, filed 11/05/2018	XLVII	AA009553-AA009578
187	Resolution Economics' Reply to Defendants' Opposition and Plaintiffs' Response to its Application for an Order of Payment of Special Master's Fees and Motion for Contempt, filed 12/03/2018	XLVII	AA009690-AA009696
100	Response in Opposition to Defendant's Motion for Summary Judgment, filed 12/14/2017	XXVII, XXVIII	AA005372-AA005450
31	Response in Opposition to Defendants' Motion to Dismiss Plaintiffs' First Claim for Relief, filed 09/28/2015	V	AA000807-AA000862
3	Response in Opposition to Defendants' Motion to Dismiss, filed 12/06/2012	I	AA000016-AA000059
33	Response in Opposition to Defendants' Motion to Dismiss and for Summary Judgment Against Plaintiff Michael Murray, filed 10/08/2015	V	AA000870-AA000880
34	Response in Opposition to Defendants' Motion to Dismiss and for Summary Judgment Against Plaintiff Michael Reno, filed 10/08/2015	V	AA000881-AA000911
212	Second Amended Notice of Appeal, filed 03/06/2019	L	AA010285-AA010288
22	Second Amended Supplemental Complaint, filed 08/19/2015	III	AA000582-AA000599
130	Second Supplemental Declaration of Class Counsel, Leon Greenberg, Esq., filed	XXXIV	AA007015-AA007064

	05/18/2018		
213	Special Master Resolution Economics' Opposition to Defendants Motion for Reconsideration of Judgment and Order Granting Resolution Economics Application for Order of Payment of Special Master's Fees and Order of Contempt, filed 03/28/2019	LI	AA010289-AA010378
78	Supplement to Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment, filed 05/24/2017	XXI	AA004024-AA004048
79	Supplement to Defendants' Opposition to Plaintiffs' Motion to Bifurcate Issue of Liability of Defendant Creighton J. Nady From Liability of Corporate Defendants or Alternative Relief, filed 05/31/2017	XXI	AA004049-AA004142
72	Supplement to Order For Injunction Filed on February 16, 2017, filed 02/17/2017	XIX	AA003777-AA003780
129	Supplemental Declaration of Class Counsel, Leon Greenberg, Esq., filed 05/16/2018	XXXIV	AA006981-AA007014
38	Transcript of Proceedings, November 3, 2015	VI	AA001002-AA001170
66	Transcript of Proceedings, February 8, 2017	XVII	AA003549-AA003567
70	Transcript of Proceedings, February 14, 2017	XIX	AA003755-AA003774
77	Transcript of Proceedings, May 18, 2017	XX, XXI	AA003893-AA004023
83	Transcript of Proceedings, June 13, 2017	XXII	AA004223-AA004244
101	Transcript of Proceedings, December 14, 2017	XXVIII	AA005451-AA005509

105	Transcript of Proceedings, January 2, 2018	XXIV	AA005720- AA005782
114	Transcript of Proceedings, January 25, 2018	XXXI	AA006203- AA006238
117	Transcript of Proceedings, February 2, 2018	XXXII	AA006335- AA006355
122	Transcript of Proceedings, February 15, 2018	XXXII, XXXIII	AA006427- AA006457
137	Transcript of Proceedings, filed July 12, 2018	XXXVI, XXXVII	AA007385- AA007456
215	Transcript of Proceedings, September 26, 2018	LI	AA010385- AA010452
216	Transcript of Proceedings, September 28, 2018	LI, LII	AA010453- AA010519
175	Transcript of Proceedings, October 22, 2018	XLVI	AA009304- AA009400
189	Transcript of Proceedings, December 4, 2018	XLVIII	AA009701- AA009782
190	Transcript of Proceedings, December 11, 2018	XLVIII	AA009783- AA009800
192	Transcript of Proceedings, December 13, 2018	XLVIII	AA009813- AA009864



## **CERTIFICATE OF SERVICE**

I certify that I am an employee of HUTCHISON & STEFFEN, LLC and that on this date **APPENDIX TO APPELLANTS OPENING BRIEF VOLUME XVIII of LII** was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list as follows:

Leon Greenberg, Esq.  
Dana Sniegocki, Esq.  
Leon Greenberg Professional Corporation  
2965 S. Jones Blvd., Ste. E3  
Las Vegas, NV 89146  
Telephone: (702) 383-6085  
Facsimile: (702) 385-1827  
[leongreenberg@overtimelaw.com](mailto:leongreenberg@overtimelaw.com)  
[Dana@overtimelaw.com](mailto:Dana@overtimelaw.com)

*Attorneys for Respondents*

DATED this 5<sup>th</sup> day of August, 2020.

*/s/ Kaylee Conradi*

---

An employee of Hutchison & Steffen, PLLC

firm already does that by calling each driver every hour. He stated drivers know not to pick up the call if they are on a break. WHI stated that simply because a driver fails to pick up the radio call does not confirm whether he is working or not. If the driver was indeed taking a break, it still does not confirm the length of the break.

Both the attorney and the owner strongly opposed WHI's attempt to reconstruct hours worked because they maintain the trip sheets are accurate.

Furthermore, the firm did not keep a record of hours worked for the "extra board" or all meetings required by the employer (ex. meetings the driver is called in to see the driver supervisor for performance, etc.). The extra board is when newer drivers wait at the establishment for the possibility of an available cab. If there is no available cab after a certain period of time, the driver is sent home. The owner stated that the drivers are not required to be there. WHI and ADD Ramos both informed the employer that even though the employer does not require the driver to wait, the employer has knowledge that the driver is waiting for work. WHI explained the driver is therefore suffered and permitted to work (29 CFR 785.11) and is engaged to wait (29 CFR 785.15, 778.223).

Due to:

1. the inaccuracy of both the start and stop times,
2. the falsification of break times, and
3. unrecorded hours worked on the "extra board" (engaged to wait) or for attendance at required meetings with the driver supervisor outside the driver's shift,

the trip sheets were not an accurate records of hours worked.

In addition, the firm's trips sheets for the entire two year period of investigation show near the top:

"After meeting with UNITED STATES DEPARTMENT OF LABOR: ALL drivers who work a 12-hour shift must take two 30-minute breaks and a 1-hour meal break."

WHI informed the employer that this was not true. An employer may require rest and/or meal breaks, but neither is required by the FLSA. The general manager stated that they have already ordered new trip sheets that correct the above statement.

The employer was informed of a minimum wage violation. During several workweeks, cab drivers were paid below the applicable Federal minimum wage of \$7.25 per hour and were not compensated for the difference. WHI explained in detail the method of computations and notified the employer that tip credit was not applied because the Tip Compliance Agreement between A Cab, LLC and IRS, which states that 5.5% of gross book be reported as tip income for tax purposes, is NOT a valid FLSA tip credit agreement. WHI provided Fact Sheet #15 and #15A to all participants in the final conference. WHI specifically explained the

difference between a non-discretionary and a discretionary bonus (29 CFR 778.211), and illegal deductions (29 CFR 531.35-40). She also listed the specific deductions that caused employees to fall under the applicable Federal minimum wage.

[REDACTED] presented a sample of the firm's updated payroll system showing a separate line item for minimum wage subsidy. The new payroll also itemizes the loan deduction to show whether the deduction is for the principle or for the fees/interest (Exb. D-187 to 189). The owner requested to apply this method to all payrolls for the past 24 months. WHI [REDACTED] and ADD Ramos stated the employer cannot retroactively designate what part of the deduction was for repayment of principle and/or interest/fees.

At this time, the owner and the attorney maintained the firm has always been in compliance and disputed the violations found by WHD. They requested the total back wage amount. After conferring with DD Gaspar Montanez, ADD Ramos and WHI [REDACTED] informed the employer back wages were due 508 former/current hourly employees totaling \$ 2,040,176.84. WHI [REDACTED] explained how she arrived at an average of 54 hours per week and the method of back wage computations.

At this time, the owner and the attorney were very dissatisfied. They requested time to review the findings and conduct a self-audit to determine compliance or noncompliance. ADD Ramos granted the firm 30 days. WHI [REDACTED] provided the firm with a copy of the WHI-55 computation sheets.

Later on 01/08/2013, the attorney emailed WHI [REDACTED] requesting an electronic copy of the WHI-55 computation sheets. On 01/09/2013, WHI [REDACTED] emailed the computations to the attorney and also prepared a CD disc with the same information. At this time, WHI [REDACTED] adjusted one employee's back wages to reflect accurate loan deductions (Exb. A-509-j-). Accordingly, the total back wage amount increased to \$ 2,040,530.05 and WHI [REDACTED] notified the attorney in the same email.

On 01/15/2013, firm's attorney faxed a letter to the LVDO referencing the investigation and four (4) main areas of concern (Exb. D-57).

On 01/17/2013, firm's attorney forwarded a letter by firm owner Mr. Nady to ADD Ramos (Exb. D-58).

On 01/23/2012, a second conference was held at the U.S. Department of Labor, Wage and Hour Division's Las Vegas District Office. Present for the firm were attorney Esther C. Rodriguez, attorney Laura L. Robertson, and firm owner Creighton J. Nady. Present for WHD were ADD Richard A. Quezada, ADD Gene Ramos, and WHI [REDACTED]. WHD addressed each of the concerns listed in Ms. Rodriguez's letter dated 01/15/2013. WHD stressed that an agreement to comply was necessary before any discussions of back wages could take place. WHD confirmed its position on tip credit and illegal deductions. WHD further stated it would be willing to consider lowering the number of hours used to compute back wages, eliminating initial/terminal workweeks, and/or eliminating workweeks during which a driver made below a certain dollar amount in commissions, but only if there was first an agreement to comply. It should be noted at

this time that for the purposes of future compliance, WHD agreed to consult with SOL regarding whether a cash drop short could be considered a bona-fide advance as long as there is a written agreement signed beforehand between the employee and the employer.

At this time, the owner requested three (3) additional weeks to complete a self-audit of (3) separate pay periods, one in each of the months of March, August, and December. The employer stated March was the best month for business, August is also generally a good month, and December is one of the slowest months. WHD agreed these months were a fair representation of the fluctuations in the taxi cab industry. However, WHD stated no additional time would be granted unless there was a signed tolling agreement. Pending the firm's agreement to sign a tolling agreement by COB 01/25/2013, WHD and the firm agreed to meet again on 02/13/2013. WHD stated a meeting on 02/13/2013 would be the last between LYDO and the firm, and that if an agreement could not be reached at that time, WHD would close the file as a refusal to comply and a refusal to pay. It should be noted at this time the firm has not agreed to comply. WHI [REDACTED] emailed a tolling agreement to Ms. Rodriguez and Ms. Roberson on 01/23/2013.

On 01/25/2013, attorney Ms. Roberson emailed and mailed a letter to WHI [REDACTED] requesting an additional two (2) weeks to consider the signing of the tolling agreement (Exb. D-44). WHI [REDACTED] initially presented the employer with the tolling agreement on 02/21/2012. WHI [REDACTED] specifically discussed with attorney Ms. Rodriguez the lack of a tolling agreement on 10/09/2012 when explaining the need for additional records to bring the investigative period to the most current pay period. WHI [REDACTED] again spoke with attorney Ms. Rodriguez over the phone on 11/21/2012 about a tolling agreement to lock in the new investigative period. On 11/26/2012, WHI [REDACTED] followed up with an email detailing the topics of discussion for the meeting, including a tolling agreement. On 11/28/2012, owner Mr. Nady again refused to sign the tolling agreement at the employer's establishment.

Based on the reasons above, WHI [REDACTED] called Ms. Roberson on 01/25/2013 and left a voicemail message stating WHD will not grant additional time for the consideration of signing the tolling agreement. Since WHD has not received an agreement to comply from the firm, WHI [REDACTED] further stated she will be submitting the case file as a refusal to comply and a refusal to pay with a recommendation for further action.

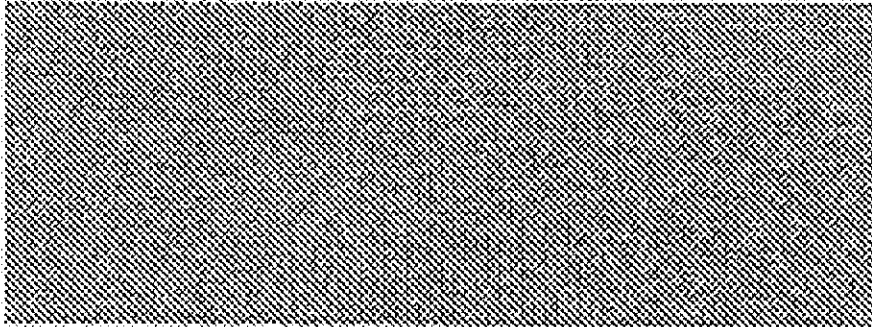
As the employer has not agreed to comply, this case file is being submitted as a refusal to comply and a refusal to pay.

Recommend second level review and JRC for potential litigation [REDACTED]

(Exb. D-130)

The following publications (2 of each) were made available to the employer during the final conferences on 01/08/2013: FS-15, FS-15A, WH-1088 (ENG/SP), WH-1420 (ENG/SP), 1462 (ENG/SP), 29 CFR 516, 29 CFR 531, 29 CFR 541, 29 CFR 778, WH-1325 (OT Non-Tech), 29 CFR 785, and WH-1330 (CL).

On 01/30/2013, WHI [REDACTED] mailed the FLSA HRC (ENG/SP) to both attorney Esther C. Rodriguez and A Cab. LLC.



Wage & Hour Investigator  
01/30/2013



U.S. Department of Labor

Wage and Hour Division  
600 Las Vegas Blvd., S.  
Suite 650

Las Vegas, NV 89101-6654  
702-388-6001  
702-388-6103



UNITED STATES DEPARTMENT OF LABOR  
WAGE AND HOUR DIVISION

IN THE MATTER OF:  
A Cab, LLC  
Case ID 1611567

BACK WAGE COMPLIANCE AND PAYMENT AGREEMENT

This agreement is entered into January 30, 2013 by and between the Secretary of Labor, United States Department of Labor, (hereinafter referred to as "the Secretary"), and A Cab, LLC (hereinafter referred to as "the employer").

The Secretary, through Investigator [REDACTED] of the Wage and Hour Division, United States Department of Labor, conducted an investigation of the employer's business under FLSA. The investigation covered the employer's operations from 10/02/2010 to 10/01/2012.

As a result of that investigation monetary violations were found resulting in 508 due back wages in the amount of \$2,040,530.05.

In order to resolve this matter, the parties to this Agreement stipulate and agree to the following:

1. The employer represents that it is presently in full compliance with all applicable provisions of the FLSA, and will continue to comply therewith in the future.
2. The employer agrees to pay the back wages due the employees in question in the amounts shown for the periods indicated on the Summary of Unpaid Wages attached hereto and made a part hereof.
3. A Cab, LLC agrees to pay directly to the employees the amounts due (less legal payroll deductions) on or before 02/08/2013 and to deliver to the Secretary's representative by 02/15/2013 evidences of payment including any signed WH-58 receipt forms the Employer has received at that time.
4. The Employer agrees to provide the Secretary's representative with a listing of all unlocated employees, their last known address, social security number (if possible), and their gross and net amounts due no later than 03/10/2013. The District Office will notify the Employer when a person has been located to issue a check.
5. In the event that any employees cannot be located, or refuse to accept the back wages, the employer agrees to deliver to the Secretary's representative a cashier's or certified check, payable to "Wage and Hour Division - Labor" to cover the total net due all such employees on or before 05/09/2013. After three years, any monies which have not been distributed because of inability to locate the proper persons or because of their refusal to accept payment shall be covered into the Treasury of the United States as miscellaneous receipts.
6. The employer agrees to provide the Secretary's representative no later than 05/09/2013 any remaining signed WH-58 receipt forms not yet provided to Wage and Hour or a cancelled check (or some reasonable facsimile) for every person the employer has paid per this agreement.

7. The employer hereby waives all rights and defenses which may be available by virtue of statute of limitations, including but not limited to section 6 of the Portal-to-Portal Act (29 U.S.C. 255).
8. Any defaulted balance shall be subject to the assessment of interest and penalty interest at rates determined by the U. S. Treasury as required by the Debt Collection Improvement Act of 1996 (Public Law 104-134) published by the Secretary of the Treasury in the Federal Register and other delinquent charges and administrative costs shall also be assessed.
9. In the event of default, the Department intends to pursue additional collection action that may include, but is not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the Department of Justice.
10. Any rights to challenge or contest the validity of this Agreement are hereby waived.
11. By entering into this agreement, the Wage Hour Division does not waive its right to conduct future investigations under the Fair Labor Standards Act and to take appropriate enforcement action, including assessment of civil money penalties, with respect to any violations disclosed by such investigations.

Approved by the following parties:

A Cab, LLC  
BY ITS OFFICER

UNITED STATES DEPARTMENT OF LABOR  
WAGE AND HOUR DIVISION

\_\_\_\_\_  
Name: \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gaspar Montañez

District Director

Dated: \_\_\_\_\_

# EXHIBIT "F"



ADDENDUM:

02/09/2015: FILE RECEIVED FROM SOL WITH CONSENT JUDGMENT.  
Case file has been received to reflect final SOL settlement as follows:

Section 6:

Original findings: \$2,040,530.05 due 508 employees.

SOL settlement was for \$139,988.80 due 460 employees.

Method of computation:

Step 1: Percentage due:  $139,988.80 \text{ divided by } 2,040,530.05 = .0686$

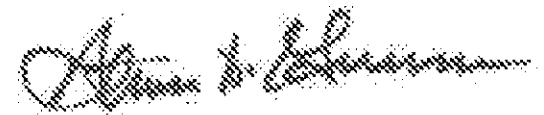
Step 2: BWs due:  $.0686 \times \text{original BWs due employees.}$

Richard A. Onazada

Assistant District Director

02/09/2015

# EXHIBIT "G"



CLERK OF THE COURT

1 MPSJ

2 LEON GREENBERG, ESQ., SBN 8094  
3 DANA SNIEGOCKI, ESQ., SBN 11715  
4 Leon Greenberg Professional Corporation  
5 2965 South Jones Blvd- Suite E3  
6 Las Vegas, Nevada 89146  
7 (702) 383-6085  
8 (702) 385-1827(fax)  
9 [leongreenberg@overtimelaw.com](mailto:leongreenberg@overtimelaw.com)  
10 [dana@overtimelaw.com](mailto:dana@overtimelaw.com)  
11 Attorneys for Plaintiffs

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 MICHAEL MURRAY, and MICHAEL  
11 RENO, Individually and on behalf of  
12 others similarly situated,

12 Plaintiffs,

13 vs.

14 A CAB TAXI SERVICE LLC, A CAB,  
15 LLC, and CREIGHTON J. NADY,

16 Defendants.

Case No.: A-12-669926-C

Dept.: I

**MOTION FOR PARTIAL  
SUMMARY JUDGMENT**

18 Plaintiffs, through their attorneys, Leon Greenberg Professional Corporation,  
19 hereby move this Court for an Order granting partial summary judgment as specified  
20 herein pursuant to Nev. R. Civ. P. 56(a) and awarding fees and costs to class counsel.

21 Plaintiffs' motion is made and based upon the annexed declaration of counsel,  
22 the memorandum of points and authorities submitted with this motion, the attached  
23 exhibits, and the other papers and pleadings in this action.

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Dated: January 11, 2017

By: /s/ Leon Greenberg  
Leon Greenberg, Esq.  
Nevada Bar No.: 8094  
2965 South Jones Boulevard - Suite E3  
Las Vegas, Nevada 89146  
(702) 383-6085  
Attorney for Plaintiff

1  
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **RELEVANT NATURE AND PROCEDURAL POSTURE OF THIS CASE**

4 The Court has certified this case as a class action for equitable relief and  
5 minimum wages owed to defendants' taxi driver employees under Article 15, Section  
6 16 of the Nevada Constitution (the "Minimum Wage Amendment" or "MWA"). It  
7 has appointed Leon Greenberg and Dana Sniegocki as class counsel.

8 **NATURE OF PARTIAL SUMMARY JUDGMENT REQUESTED**

9 As detailed herein, defendants have admitted in these proceedings that during  
10 the period January 1, 2013 through May 27, 2016 they owe, at the \$7.25 an hour  
11 minimum wage rate, and as established by their own records, at least \$10.00 and in  
12 certain instances in excess of \$3,000 in unpaid minimum wages to at least 321 class  
13 members. The total amount of such unpaid minimum wages owed to those 321 class  
14 members at such \$7.25 an hour minimum wage rate is at least \$174,445. For the  
15 reasons discussed, *infra*, the proper minimum wage rate applicable to the class  
16 members is \$8.25 an hour, either for the entirety of the foregoing time period or for  
17 significant portions of that time period for certain class members. Using that  
18 necessary \$8.25 an hour minimum wage rate requires the entry of summary judgment  
19 for such time period on behalf of the class members to be in the amount of either  
20 \$708,747 or \$278,236.

21 **ARGUMENT**

22 **I. THE DEFENDANTS ADMIT THAT THEIR RECORDS**  
23 **FOR JANUARY 2013 THROUGH MAY OF 2016 CONTAIN**  
24 **THE HOURS WORKED AND WAGES PAID TO THE CLASS**  
**MEMBERS AND THE MINIMUM WAGES SHOWN OWED BY**  
**THOSE RECORDS CANNOT BE DISPUTED BY DEFENDANTS**

25 **A. There can be no contested material facts in respect to whether**  
26 **minimum wages are owed if the hours worked, wages paid, and**  
**applicable minimum wage rate are known.**

27 Determining whether an employer owes unpaid minimum hourly wages requires  
28 knowledge of three things: (1) The wages the employer paid the employee during the

1 pay period; (2) The number of hours the employee worked in exchange for those  
2 wages; and (3) The applicable minimum hourly wage rate. Once those three things are  
3 known whether any minimum wages are owed for an individual pay period is  
4 determined as a matter of simple arithmetic: the amount, if any, that the wages paid  
5 were less than the hours worked times the minimum hourly rate.

6 **B. Defendants admit that the records produced from their**  
7 **Quickbooks payroll system set forth the amount of wages**  
8 **they paid to the class members and their hours of work for**  
9 **the time period of January 2013 through May of 2016.**

10 **1. The defendants have produced their complete**  
11 **payroll records for the class members and**  
12 **class counsel has had those records summarized.**

13 The defendants in this case have produced two Excel computer files in this  
14 litigation that they represent contain all of the details of their payroll records, meaning  
15 wages paid and hours worked, as contained in their Quickbooks software files.  
16 Declaration of Leon Greenberg in support of motion. Those two Excel files, in the  
17 same form as they were furnished by defendants, were provided to plaintiffs' Excel  
18 software consultant for summarization. *Id.* ¶ 2. That consultant, in turn, summarized  
19 those Excel records to set forth what the defendants' Quickbooks payroll records  
20 indicate are (a) The total wages, not including tips, paid to each class member each pay  
21 period; (b) The total number of hours each class member worked during that pay  
22 period; and (c) The amount, if any, that the class members' wages, not including tips,  
23 for that pay period was below the minimum wage rate of \$7.25 or \$8.25 an hour. See,  
24 Declaration of Charles Bass setting forth how he performed that summary and Ex. "2"  
25 thereto, the "per paycheck" results of that summary and Ex. "3" thereto the "per class  
26 member" results of that summary.

27 **2. The wages paid to each class member each pay period**  
28 **have been accurately summarized from defendants'**  
29 **records and placed before the Court.**

30 As discussed in the declaration of Charles Bass, after eliminating all lines of  
31 information in the Excel files indicating payments made to class members as "Tips

1 Supplemental," he added together every line in the produced Quickbooks Excel files  
2 that indicated a payment of some form, be it for commissions, bonuses, incentives, or  
3 anything else, made to a class member as part of a particular payroll check number and  
4 payroll period. *Bass Dec.*, ¶¶ 5-7. The result of that addition was the "Total Wages  
5 Paid" amount for each pay period for each class member in Column "G" of the Ex. "2"  
6 summary to his declaration. *Id.*, ¶¶ 6-7.

7 Defendants have confirmed, via their deposition testimony, that the  
8 methodology used by Charles Bass to summarize from the defendants' records the  
9 total wages paid to each class member each pay period is correct. Defendants agree  
10 that amounts recorded in their payroll records, and produced Excel files, as "Tips  
11 Supplemental," which were excluded from the Bass Declaration Ex. "2" summary of  
12 the "Total Wages Paid" per pay period, are not wages paid by defendants but tips  
13 received by class members. Ex. "A" of the Greenberg Dec., deposition testimony of  
14 defendant Nady, p. 153, l. 15 - p. 154, l. 21, stating that a class member "already got  
15 that ["Tips Supplemental" amount] from his tips" and such amounts are placed in the  
16 payroll records for withholding tax purposes.

17 The correctness of the Bass Declaration Ex. "2" summary of "Total Wages  
18 Paid" per pay period is also confirmed by the actual pay stubs created by defendants  
19 and given to class members. Ex. "A" of the Greenberg Dec., deposition testimony of  
20 defendant Nady, p. 94, l. 1 - 5, confirming pay stubs are prepared "Off of  
21 Quickbooks." The accuracy of the Bass Ex. "2" summary is also confirmed by the  
22 actual pay stubs created by defendant A-Cab and given to class member Michael  
23 Sargeant, copies of the same being at Ex. "B" of the Greenberg Dec. For example, the  
24 total amount of earnings for Michael Sargeant for the pay period 7/5/14-7/18/14 on his  
25 pay stub for Check Number 12889, not including his "Tips Supplemental" amount, is  
26 \$413.74. That same amount appears in the Bass Ex. "2" summary at page 489 for that  
27 pay period ending 7/18/14, for check number 12889, as "Total Wages Paid" for  
28 Michael Sargeant.



1                   3.     The hours that each class member worked each pay  
2                   period, as agreed by the defendants and recorded in  
3                   in defendants' records, are accurately summarized.

4             As discussed in the Bass declaration, the Bass Exhibit "2" summary, at each line  
5     for each payroll period and paycheck under the Column "H" heading "Total Hours  
6     Worked" contains the "Qty" number that was recorded on the "Minimum Wage  
7     Subsidy" line of defendants Excel file for that payroll period and paycheck. *Bass*  
8     *Dec.*, ¶ 9.

9             Defendants have confirmed, via their deposition testimony, that such "Qty"  
10    amount recorded on the pay period's "Minimum Wage Subsidy" line was a record of  
11    the hours worked by the class member during the pay period. Ex. "A" of the  
12    Greenberg Dec., deposition testimony of defendant Nady, p. 150, l. 25 - p. 153, l. 14.  
13    ("So A Cab in making that calculation [of Minimum Wage Subsidy pay] has figured  
14    that this person worked 57.08 hours [as appearing in the "Qty" column of such line]  
15    for that pay period?" "That's correct."). The accurate placement in the Bass Ex. "2"  
16    summary of those pay period hours of work amounts (the "Minimum Wage Subsidy"  
17    "Qty" number for each pay period) is also confirmed by the actual pay stubs produced  
18    by defendant A-Cab and given to class member Michael Sargeant, copies of the same  
19    being at Ex. "B" of the Greenberg Dec. For example, the "Qty" amount of "Minimum  
20    Wage Subsidy" for Michael Sargeant for the pay period 7/5/14-7/18/14 on his pay stub  
21    for Check Number 12889 is 57.09. That same amount appears in the Bass Ex. "2"  
22    summary at page 489 for that pay period ending 7/18/14, for check number 12889, as  
23    "Total Hours Worked" for Michael Sargeant.

24             C.     The uncontested facts establish that defendants owe  
25                   minimum wages of at least \$174,445.45 to 321 class members  
26                   for which immediate partial summary judgment should  
27                   be granted.

28             The Bass Exhibit "2" summary accurately sets forth, as agreed by defendants,  
the amounts paid to, and hours worked by, each class member for each pay period for  
which summary judgment is sought. Having done so, the determination of whether



1 any such minimum wage amounts are owed for any particular pay period involves a  
2 simple arithmetical calculation. As discussed in the Bass Declaration, that arithmetical  
3 calculation has been performed for every pay period examined in the Bass Ex. "2" "per  
4 paycheck" summary of defendants' Excel files. That "per paycheck" summary was in  
5 turn compiled, in Bass Ex. "3," to state the amount of unpaid minimum wages owed, if  
6 any, for each class member, if such amount is at least \$10.00. See, *Bass Dec.* ¶¶ 10-  
7 12.

8 A-Cab's summarized records, that defendants have agreed set forth the wages  
9 paid and hours worked of the class members, demonstrate that 321 class members are  
10 owed minimum wages in excess of \$10.00 each for a total of \$174,445.45 in unpaid  
11 minimum wages at a \$7.25 an hour minimum wage.<sup>1</sup> Bass Dec. ¶ 12 and Ex "3"  
12 summary thereto. No conceivable basis exists to deny partial summary judgment for  
13 the same. But as discussed in Part II, the minimum wage that should be used for the  
14 granting of partial summary judgment is not the "lower tier" \$7.25 an hour Nevada  
15 minimum wage but the "higher tier" \$8.25 an hour Nevada minimum wage.

16 **II. THE COURT SHOULD GRANT THE REQUESTED PARTIAL**  
17 **SUMMARY JUDGMENT USING THE "HIGHER TIER" \$8.25**  
18 **AN HOUR NEVADA MINIMUM WAGE RATE**

19 **A. Nevada has a unique "two tier" minimum wage rate that**  
20 **is based upon whether an employer has made available**  
21 **health insurance benefits to the employee and their dependents.**

22 The MWA at Paragraph A provides that Nevada's "lower tier" minimum wage  
23 is currently \$7.25 an hour (the same as the federal minimum wage) "if the employer

---

24 <sup>1</sup> The Court may be interested in understanding why there were payments of  
25 less than \$7.25 an hour for a large portion of the payroll records reviewed. That  
26 deficiency stems from defendants including a "tip credit" in A-Cab's "minimum wage  
27 subsidy" calculations, e.g., A-Cab was *including* the tips received by the class  
28 members towards the required \$7.25 an hour minimum wage rate. Such a tip credit is  
permitted under the Federal minimum wage law but not under Nevada's Constitution.  
After June of 2014, when the Nevada Supreme Court in *Thomas v. Nevada Yellow*  
*Cab*, 327 P.3d 518, confirmed that the Nevada Constitution's "no tip credit" minimum  
wage applied to taxi drivers those deficiencies no longer appear in A-Cab's records.

1 provides health benefits as described herein.” It also requires a \$1.00 an hour greater  
2 “higher tier” minimum wage, currently \$8.25 an hour, “if the employer does not  
3 provide such benefits.” It further states that “[o]ffering health benefits within the  
4 meaning of this section shall consist of making health insurance available to the  
5 employee for the employee and the employee’s dependents at a total cost to the  
6 employee for premiums of not more than 10 percent of the employee’s gross taxable  
7 income from the employer.” (emphasis provided).

8 The Nevada Supreme Court, in *MDC Rests, LLC v. Eighth Judicial Dist Ct.*, 383  
9 P.3d 262, 266-67 (Nev. Sup. Ct. 2016), determined that an employer who gives  
10 employees the “option to receive health benefits” as specified in the MWA is entitled  
11 to pay the lower tier minimum wage. Actual enrollment by the employee in such a  
12 health insurance plan is not required. *Id.* *MDC Rests*, also confirmed that tips  
13 received by an employee are *not* considered in determining whether the “total cost to  
14 the employee for the premiums” of such insurance exceed 10 percent of the  
15 “employee’s gross taxable income from the employer.” *Id.* Such ruling invalidated a  
16 contrary regulation issued by the Nevada Labor Commissioner.

17 **B. A-Cab has not made MWA qualified health insurance**  
18 **available to the class members and their dependents and the**  
**\$8.25 an hour minimum wage rate should apply to the class claims.**

19 As emphasized, *supra*, the MWA requires that health insurance be offered to an  
20 employee “and their dependents” for a premium cost to the employee not in excess of  
21 10% of their wages. During the time period at issue, 2013-2016, A-Cab did not make  
22 health insurance “available” as an “option” to the class members “and their  
23 dependents” as required by the MWA and *MDC Rests*. Its failure to do so is  
24 documented in its 13<sup>th</sup> Supplemental Disclosures of December 23, 2016, at Bates A  
25 Cab 1917 (Ex. “C” to Greenberg Declaration):

26 (1) During the time period 2015-2016 no spousal coverage was available,  
27 at any cost, under the A-Cab health insurance plan. This meant that  
28 coverage for all of the class members’ “dependents” was not an “option”

1 since they had no "option" to include their spouses in the health insurance  
2 coverage;

3 (2) During the time period 2013-2014 "family" coverage, meaning  
4 coverage for all "dependents" of the class members, both children and  
5 spouse, required a minimum premium payment of \$273.11 every two  
6 week pay period. Such \$273.11 premium, to meet the MWA's 10%  
7 premium limitation based upon "wages paid," would require the class  
8 members to have earned a wage of at least \$2,731.10 every two week.  
9 Even if the class members worked 16 hours a day, 7 days a week (none  
10 did of course, and relevant regulations prohibit them from driving a taxi  
11 cab more than 12 hours a day), at \$7.25 an hour their gross wage per two  
12 week pay period would only be \$1,624.00. Because it was impossible for  
13 this \$273.11 bi-weekly premium cost to only be 10% of a class member's  
14 \$7.25 an hour wage A-Cab was not offering (making an "option"  
15 available) to the class members for health insurance meeting the MWA's  
16 requirements.

17 Because A-Cab's health insurance policies violate the MWA's "dependent" and  
18 "10% of wages premium cost" requirements, A-Cab was obligated to pay all of the  
19 class members the higher tier, \$8.25 an hour, minimum wage. Accordingly, partial  
20 summary judgment should be granted to the class members detailed in Ex. "3" to the  
21 Bass Declaration in the amount of \$708,747.28.

22 **C. A-Cab has not made any health insurance available to the class**  
23 **members during their initial post-hire "waiting period" and the**  
**\$8.25 an hour minimum wage rate should apply during that period.**

24 A-Cab also failed to provide any "option" to class members to receive health  
25 insurance benefits during their post hire "waiting period" time. Defendants confirm  
26 that from January 1, 2013 through May 31, 2014 there was a 90 day waiting period to  
27 receive health insurance and a 60 day waiting period on and after June 1, 2014. See,  
28 Supplemental Response to Second Interrogatories, #4 (Ex. "D" to Greenberg

1 Declaration). Class members had no ability or "option" to actually receive health  
2 insurance benefits during such waiting period. The Court should grant partial  
3 summary judgment using the \$8.25 an hour rate for this "waiting period" time, when  
4 no insurance was available for such class members, if the Court is unwilling to find  
5 that the \$8.25 an hour rate should apply to all class members for all time periods.

6 As detailed in the Bass declaration, an appropriate summary of A-Cab's records  
7 indicates that at least \$278,236.68 is owed to the class members when the \$8.25 an  
8 hour rate is applied to the no insurance available "waiting period" time for the  
9 involved class members. See, Bass Dec. ¶¶ 11-12 explaining how the "new hire" class  
10 members in the produced payroll records were identified and their initial 60 or 90 day  
11 "no insurance" time period was reviewed for a minimum wage deficiency at the \$8.25  
12 an hour rate and the Bass Dec. Ex. "3" summary.

13 **III. THE COURT SHOULD DIRECT APPROPRIATE FURTHER**  
14 **PROCEEDINGS TO ENTER A PROMPT AWARD OF**  
15 **ATTORNEY'S FEES AND COSTS TO CLASS COUNSEL OR**  
16 **ENTER SUCH AN AWARD AS PART OF THIS MOTION**

17 Plaintiffs who succeed in the prosecution of MWA claims are to receive,  
18 pursuant to the MWA paragraph "B," an award of attorney's fees and costs. The Court  
19 must, in conjunction with its grant of partial summary judgment, either render such an  
20 award to class counsel or make provisions to promptly render such an award.

21 **A. The Court should make an immediate interim award**  
22 **of fees and costs to class counsel of no less than \$306,000**  
23 **and a significantly higher award would be proper.**

24 As discussed in the declaration of Leon Greenberg, ¶ 7, this litigation has  
25 consumed in excess of 860 hours of class counsel's time and class counsel has  
26 advanced over \$17,000 in expenses. Senior class counsel, Leon Greenberg, who  
27 personally has expended over 515 hours of time on the prosecution of this case, was  
28 previously awarded attorney's fees by this Court of \$400 an hour as a discovery  
sanction. Greenberg Dec. ¶ 8 and Ex. "E" thereto. That time alone, using that \$400 an  
hour benchmark times 515 hours, would require a fee award of \$206,000. Senior

1 class counsel, who has over 23 years of experience litigating class actions and wage  
2 and hour cases, was recently awarded attorney's fees at a rate of \$720 an hour. *Id.*, ¶ 8  
3 and Ex. "F" thereto. Class counsel has advanced over \$17,000 in expenses litigating  
4 this case. *Id.* ¶ 8. Associate class counsel Dana Sniegocki, who has over seven years  
5 of experience litigating class action wage and hour matters, has also expended over  
6 361 hours of time on the prosecution of this case. *Id.* ¶ 7. In 2014, in the case of  
7 *Tallman v. CPS Security*, United States District Court, District of Nevada, Docket 09-  
8 cv-944, Order filed June 3, 2014, she was awarded attorney's fees at a rate of \$240 an  
9 hour by District Judge Pro. Her over 361 hours of time expenditures on this case at  
10 such an hourly rate would be valued at over \$86,640.

11 Class counsel has previously received the modest fee and expense award, as a  
12 sanction against defendants, of \$3,238.65. Greenberg Dec. ¶ 8 and Ex. "E" thereto.  
13 Otherwise they have labored for hundreds of hours without any compensation  
14 whatsoever. Based upon the foregoing, and their successful securing of partial  
15 summary judgment for the class members, an interim fee and expense award of no less  
16 than \$306,000 to class counsel (\$206,000 plus \$86,640 plus \$17,000 minus \$3,238.65  
17 = \$306,401.35) would be appropriate. Indeed, a much larger immediate award would  
18 be appropriate, but the Court, whether it grants such an immediate award of \$306,000  
19 or a different amount should grant an immediate, and substantial, award to class  
20 counsel. Under the principles of *Brunzell v. Golden Gate National Bank*, 85 Nev. 345  
21 (1969), governing the award of attorney's fees by this Court, the record presented is  
22 sufficient to justify such an award. This Court, having made a substantial partial  
23 summary judgment award to the class, need not further delay any interim fee award  
24 decision or conduct further hearings on such an award prior to rendering the same.

25 The prosecution of this case has been made incredibly difficult, time consuming,  
26 and protracted by defendants. Greenberg Dec. ¶ 9. Defendants, knowing their own  
27 records established their liability, should have paid that liability and never required  
28 class counsel to make this summary judgment motion. Denying class counsel an



immediate, and substantial, fee and costs award would reward defendants and further their efforts to deter the prosecution of this case by burdening class counsel, who will receive nothing for their huge investment of time and money in this case until the Court awards them some measure of compensation.

B. If the Court is unwilling to make a substantial interim fee award as part of its Order granting partial summary judgment it should direct a prompt hearing on such an award.

In the event that the Court is unwilling to direct an immediate and substantial fee and costs award to class counsel it should at least grant prompt consideration, upon a duly noticed motion, of such an award. In any Order granting such consideration it should make clear that only the amount, not the propriety, of such a fee and costs award will be considered upon such motion.

## CONCLUSION

For all the foregoing reasons, plaintiffs' motion should be granted in its entirety together with such other further and different relief that the Court deems proper.

Dated: January 11, 2017

LEON GREENBERG PROFESSIONAL CORP.

/s/ Leon Greenberg  
Leon Greenberg, Esq.  
Nevada Bar No. 8094  
2965 S. Jones Boulevard - Ste. E-3  
Las Vegas, NV 89146  
Tel (702) 383-6085  
Attorney for the Class

1 LEON GREENBERG, ESQ.  
2 Nevada Bar No.: 8094  
3 DANA SNIEGOCKI, ESQ.  
4 Nevada Bar No.: 11715  
5 Leon Greenberg Professional Corporation  
6 2965 South Jones Boulevard - Suite E-3  
7 Las Vegas, Nevada 89146  
8 (702) 383-6085  
9 (702) 385-1827(fax)  
10 leongreenberg@overtimelaw.com  
11 dana@overtimelaw.com  
12 Attorneys for Plaintiffs

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

11 MICHAEL MURRAY and  
12 MICHAEL RENO, individually and  
13 on behalf of all others similarly  
14 situated,

15 Plaintiffs,

16 vs.

17 A CAB TAXI SERVICE LLC, A  
18 CAB, LLC, and CREIGHTON J.  
19 NADY,

20 Defendants.

Case No.: A-12-669926-C

DEPT.: I

DECLARATION OF CHARLES BASS

18 Charles Bass hereby affirms, under penalty of perjury, that:

20 1. I am self-employed as a computer systems and software consultant. I have  
21 over 30 years of experience in working with computer spreadsheets and databases  
22 including Microsoft Excel software. A curriculum vitae detailing my education and  
23 experience is attached to this declaration as Exhibit "I."

25 THE SUMMARIZATION THAT I PERFORMED

26 2. Attorney Leon Greenberg, who I understand represents the plaintiffs in this  
27 case, has engaged my services to summarize and compile certain information from  
28

1 two Excel files that he has provided to me. The results of that summarization are set  
2 forth to this declaration in Exhibit "2," a "per paycheck" summary of that information  
3 and Exhibit "3," a "per person" summary of that information which sets forth the total  
4 of the "per paycheck" summary for that person. I was advised by Leon Greenberg  
5 that those two files I summarized contain payroll information provided by the  
6 defendants from the A-Cab company's Quickbooks records. My specific assignment  
7 was to summarize, from the information in those Excel files, the following:  
8  
9

10 (A) The total amount of "non-tip" earnings those records show were paid  
11 to each individual each pay period; and;  
12

13 (B) The amount, if any, that those "non-tip" earnings in each pay period  
14 were below either \$7.25 an hour or \$8.25 an hour for the hours that those  
15 records show each individual worked during the pay period.  
16

### 17 THE INFORMATION THAT I SUMMARIZED

18

19 3. The two Excel files provided to me by Leon Greenberg that I summarized  
20 are named "10-10-2012 thru 6-27-2014 ssn.xlsx" which was created on October 03,  
21 2016 at 6:25:15 p.m. and modified on that date at 6:25:26 p.m. and is 14,633,039  
22 bytes in size and "06-28-2014 thru -5-27-2016 ssn.xlsx" which was created on  
23 October 03, 2016 at 5:35:01 p.m. and modified on that date at 5:35:28 p.m. and is  
24 18,912,120 bytes in size. Those Excel files contain 10 columns that identify, on each  
25 line of those Excel files, the following pieces of information:  
26  
27

28 Column "C" which is titled "Num" -- I am advised that this is the payroll check



1 number or a payroll transaction number if no physical check was issued,  
2 as would be the situation if employee payments were made by direct  
3 deposit. In this declaration I use the terms "paycheck" and "paycheck  
4 number," the latter meaning the number appearing as the "Num" entry at  
5 Column "C" of the Excel files, even though no physical paycheck may  
6 have been created and that "paycheck number" may be an electronic  
7 transaction reference.  
8  
9

10  
11  
12 Column "D" which is titled "Date" -- I am advised that this is the payroll check  
13 or payroll transaction date.  
14

15  
16 Column "E" which is titled "Name Account #" -- I am advised that the number  
17 in this column corresponds to an employee's name. Leon Greenberg  
18 provided me with an Excel file "Driver contact list.xlsx" with a creation  
19 date of July 6, 2016 at 1:08:41 p.m. and a modified date of July 1, 2016  
20 at 2:37:35 p.m. which is 162,990 bytes in size. That Excel file contains  
21 the names of "Employees" in Column "C" with Column "G" of the same  
22 line setting forth an "Account No." I am advised that those names and  
23 account numbers correspond to the "Name Account #" of Column "E" in  
24 the Excel files I summarized.  
25  
26  
27  
28

1 Column "F" which is titled "SSN/Tax ID" – I am advised that this 4 digit  
2 number is the last 4 numbers of the employee's social security number.  
3

4  
5 Column "G" which is titled "Payroll Item" – I am advised this identifies a  
6 particular type of payment to the employee or deduction from the  
7 employee's pay that was performed or calculated on that line of the Excel  
8 file as part of the paycheck identified by the number in Column "C";  
9

10  
11  
12 Column "H" which is titled "Qty" – Except when Column "G" contains the  
13 Payroll Item "Minimum Wage Subsidy" this column contains either a  
14 zero, a 1, or no entry. When Column "G" contains the Payroll Item  
15 "Minimum Wage Subsidy" this column may also contain a number larger  
16 than 1 expressed with two decimals. I am advised that when this Column  
17 "H" Qty item contains a number and on the same line the Column "G"  
18 Payroll Item is identified as "Minimum Wage Subsidy" the Column "H"  
19 Qty number is the number of hours the employee worked during the  
20 period of time covered by the paycheck being issued;  
21  
22  
23

24  
25 Column "I" which is titled "Sales Price" – This column contains either a  
26 positive or negative number or a percentage expressed as a positive or  
27 negative amount. I did not use the information in this column in creating  
28

1 the Exhibit "B" and "C" summaries.

2  
3  
4 Column "J" which is titled "Amount" -- This column contains either a zero, a  
5 positive number, or a negative number, which I have been told indicates a  
6 payment to the employee, or if a negative number a deduction from the  
7 employee's pay, of the type (most often commission or incentive pay or  
8 tax deductions) described by the Column "G" "Payroll Item" entry  
9 appearing on the same line;  
10  
11

12  
13 Column "K" which is titled "Pay Period Begin Date" -- This column contains a  
14 date. I am advised that this date is the first day of the 14 day period of  
15 work (the payroll period) covered by the paycheck referenced by the  
16 Column "C" "Num" entry,  
17  
18

19  
20 Column "L" which is titled "Pay Period End Date" -- This column contains a  
21 date. I am advised that this date is the last day of the 14 day period of  
22 work (the payroll period) covered by the paycheck referenced by the  
23 Column "C" "Num" entry. This date also can be, for the final paycheck  
24 issued to the employee, a date less than 14 days after the "Pay Period  
25 Begin Date" that is associated with that paycheck.  
26  
27  
28

## HOW I CREATED THE SUMMARY

4. I combined the two Excel files I discuss in paragraph 3 into a single Excel file and eliminated from that single Excel file all lines where the Column "D" "Date" contained a date prior to January 1, 2013. I also eliminated 126 lines in that Excel file that contained information on paychecks that were "not matching" any particular employee in the "Driver contact list.xlsx" file. The inability to match paychecks, and those lines of information, to any particular employee resulted from (1) The Excel files I was summarizing containing in Column "E" no "Name Account #" entry on the line; or (2) The Excel file contained in Column "E" a "Name Account #" entry on the line that did not match any "Account No." in Column "G" of the "Driver contact list.xlsx" file, something that happened for just one "Name Account #" entry: 100286+. All of those lines I eliminated because there was no "Name Account #" entry to try to match to the "Driver contact list.xlsx" file contained the description "Child Support" or "Rent" or "Tax Levy" or "Wage Garnishment" as the "Payroll Item" in Column "G" of the line. I was able to perform the foregoing deletions of lines from the Excel files by having the Excel software sort the lines of data on the "Date" (Column "D") information and the "Name Account #" (Column "E") information in numeric and chronological order. I also used the Excel lookup function to confirm what "Name Account #" (Column "E") entries could match up with an "Account No." in Column "G" of the "Driver contact list.xlsx" file.

1           5.     After performing the steps I describe in paragraph 4 the amount of gross  
2 wages, meaning non-tip compensation, that was paid each pay period to each  
3 employee, was added up. To do that I deleted from the Excel file I was working with  
4 all lines where Column "G" which is the "Payroll Item" had on the same line in  
5 Column "J" a negative number as an "Amount," meaning that line was detailing a  
6 payroll deduction. I also deleted from the Excel file all lines where Column "G"  
7 stated that the "Payroll Item" was "Tips Supplemental." I was able to perform the  
8 foregoing deletions of lines from the Excel files by having the Excel software sort the  
9 lines of data on the "Amount" (Column "C") information and the "Payroll Item"  
10 (Column "G") information in numeric and alphabetical order.  
11  
12  
13  
14  
15

16           6.     After eliminating all of the lines from the Excel files that contained  
17 deductions from the employee paychecks, or that recorded the payment of tips, I  
18 determined the total amount of gross wages paid to each employee in each paycheck.  
19 Each paycheck number would appear on a line with the "Payroll Item" in Column "G"  
20 being listed as "Minimum Wage Subsidy" and every paycheck number would also  
21 appear on at least one other line as well. Most of the paychecks would have more than  
22 two Excel lines for the paycheck number other than the "Minimum Wage Subsidy"  
23 line with each of those other lines showing a different kind of pay being made as part  
24 of that paycheck, commonly both "Driver Commission" and "Incentive" pay being  
25 listed in the "Payroll Item" in Column "G." I would use the totaling function of the  
26  
27  
28

1 Excel software to create a total amount of all such pay types contained in the paycheck  
2 to figure the total gross wages paid by that paycheck. I placed that amount as the  
3 "Total Wages Paid" in Column "G" of Exhibit "2." As an example, I attach as Exhibit  
4 "D" the payroll items I used to figure the gross wages paid by paycheck number  
5 22602 as set forth in the Excel file "06-28-2014 thru -5-27-2016 ssa.xlsx." The gross  
6 wages totaled in my summary of the Exhibit "D" example is \$1,176.26 (consisting of  
7 zero in "Minimum Wage Subsidy" pay, \$1,101.15 in "Driver Commission" pay, \$9.00  
8 in "Incentive #5" pay, and \$66.11 in "We Did Good Bonus" pay) for the payroll  
9 period 10/24/2015 through 11/06/2015. That amount of \$1,176.26 appears as the  
10 "Total Wages Paid" at Column "G" of Exhibit "2" at the line for paycheck number  
11 22602.  
12  
13  
14  
15  
16

17 7. Every paycheck in the Excel file I was summarizing had a "Pay Period  
18 Begin Date" and "Pay Period End Date" in Columns "K" and "L" in that Excel file. I  
19 placed in Column "C" of Exhibit "2" as the "Pay Period End Date" the date listed in  
20 Column "L" of that Excel file. In Exhibit "2" there is a 14 day gap (or two week  
21 payroll period) for every "Pay Period End Date" for every individual, except when the  
22 paycheck issued was the final one for that person, in which event the payroll period  
23 may be shorter than 14 days.  
24  
25  
26  
27

28 8. In each line of Exhibit "2," in addition to specifying the "Total Wages  
8.

1 Paid" and "Ending Date" of the 14 day payroll period, as I describe in paragraph 7, I  
2 also placed in Column "D" the "Account Number" and in Columns "E" and "F" the  
3 "Last Name" and "First Name" to which that line corresponds. That was done by  
4 taking the matching employee name and "Name Account #" and "Account No."  
5 information in the Excel files I was summarizing and the "Driver contact list.xlsx"  
6 file, as such information corresponded to each paycheck used in figuring the "Total  
7 Wages Paid" as I describe in paragraph 6. I also placed in Exhibit "2" in Column "A"  
8 the "Check Number" which corresponds to the "Num" listed in Column "C" of the  
9 Excel files I was summarizing, such "Check Number" appearing on every line of  
10 those Excel files that was added together to reach the "Total Wages Paid" amount  
11 placed in Column "G" of Exhibit "B." I also placed in Exhibit "2" in Column "B" as  
12 the "Payroll Check Date" the "Date" that was present in Column "D" of the Excel  
13 files I was summarizing and that corresponded to every line where the check number I  
14 placed in Column "A" of Exhibit "2" appeared in those Excel files.

15  
16 9. In each line of Exhibit "2" I also placed in Column "H" as the "Total  
17 Hours Worked" for the 14 day period ending on the Column "C" "Pay Period End  
18 Date." That "Total Hours Worked" number comes from the "Qty" amount in Column  
19 "H" of the Excel files I was summarizing when that "Qty" amount was on the same  
20 line with a Column "G" Payroll Item described as "Minimum Wage Subsidy" for the  
21 same pay period including the Column "C" "Pay Period End Date" in Exhibit "2."  
22 Pursuant to the instructions of Leon Greenberg, I also eliminated all lines from the



1 Excel file that became Exhibit "2" providing information on paychecks issued to the  
2 following persons: Abraham Ali, Leroy Bradley, Tracy Brimhall, Alfred Catoggio,  
3 Leonardo Coizeau, Scott Dorsch, Jasminka Dubric, Steven Essakow, Michael Griffith,  
4 James Hunter, Timothy Ivey, David Kingsley, Brian Leacock, Ronald Linn, Ahmed  
5 Mahmoud, Luis Antonio Magana, Arleny Nobels, Francis O'Grady, Renee Pearson,  
6 Marvin Reid, Anthony Romano, James Rosenthal, George Schwartz, Jephthy Smith,  
7 Samuel Wood and Lora Woolard.

10 10. Exhibit "2" shows the amounts, if any, that the "Total Wages Paid" in  
11 Column "G" were, for the "Total Hours Worked" in Column "H," below a \$7.25 or  
12 \$8.25 an hour minimum wage for the 14 day pay period (or in when the paycheck is  
13 the last one for the employee a payroll period that may be shorter than 14 days).  
14 Using Excel formulas I placed in every line an amount in Column "I" that is the  
15 "Amount Owed at \$7.25 an Hour Minimum Wage," which is determined by  
16 multiplying the "Total Hours Worked" in Column "H" by \$7.25 and then subtracting  
17 the "Total Wages Paid" in Column "G." If that calculation yields a positive number,  
18 such positive number is the amount of unpaid minimum wages owed for the pay  
19 period at \$7.25 an hour and is set forth as an amount owed, in Column "L." If that  
20 calculation yields a negative number, or a zero, nothing is owed for that pay period  
21 under that calculation and a \$0.00 is recorded in Column "L." The same calculation is  
22 performed in Exhibit "2" Column "J" except that \$8.25 is multiplied by the "Total  
23 Hours Worked" in Column "H," that process resulting in the amount owed, if any, in  
24



1 unpaid minimum wages at \$8.25 an hour.

2        11. In Column "K" of Exhibit "2" the calculations discussed in paragraph 10  
3 are performed but at an \$8.25 an hour rate for "new hires" for 90 days or 60 days and  
4 then after such period at a \$7.25 an hour rate. A "new hire" is an employee whose  
5 first paycheck is dated after March 4, 2013. If their first paycheck is issued before  
6 May 2, 2014 the "new hire" is calculated to be owed minimum wages at \$8.25 an hour  
7 for their first 90 days of employment, meaning their first six paychecks issued 14 days  
8 apart (covering six pay periods of 14 days each), and minimum wages at \$7.25 an  
9 hour for all later 14 day pay periods. If their first paycheck is issued after May 2,  
10 2014 the "new hire" is calculated to be owed minimum wages at \$8.25 an hour for  
11 their first 60 days of employment, meaning their first four paychecks issued 14 days  
12 apart (covering four pay periods of 14 days each), and minimum wages at \$7.25 an  
13 hour for all later 14 day pay periods.

14        12. Exhibit "3" is a "per person" summary that compiles, using the Excel  
15 software and from the Exhibit "2" Excel file I created, the total amount, if any, in  
16 unpaid minimum wages owed to each employee listed in Exhibit "3" as calculated on  
17 each line of Exhibit "2" that corresponds to such employee and under each of the three  
18 assumptions performed in Exhibit "2." The result is that Exhibit "3" sets forth for  
19 each employee the total owed at Column "J" at a \$7.25 an hour minimum wage for all  
20 hours; at Column "K" at a \$8.25 an hour minimum wage for all hours; and at Column  
21 "L" at an \$8.25 an hour minimum wage for 60 or 90 days for new hires and afterwards

1 at \$7.25 an hour. In the event that the amount so compiled from the Exhibit "2"  
2 Excel file is less than \$10.00 under any one of those three assumptions the entry in  
3 Column "J," "K," or "L" of Exhibit "3" has the amount \$0.00 listed. Under the \$7.25  
4 an hour minimum wage for all hours worked assumption (Exhibit "3" Column "J")  
5 there are 321 employees, of the total of 650 employees listed in Exhibit "3," who are  
6 owed \$10.00 or more in unpaid minimum wages. The average amount owed to those  
7 321 employees under that assumption is \$543.44 with the largest single amount owed  
8 under that assumption being \$3,176.83.  
9  
10  
11

12 13. I have no personal relationships with plaintiffs' attorneys nor any of the  
13 parties to this case and no personal interest in the outcome of this case. I have been  
14 paid my normal hourly consulting rate for the services I have rendered in preparing  
15 the Exhibit "2" and "3" summaries and assisting plaintiffs' counsel in this matter.  
16 That normal hourly rate is \$50.00 an hour and I have been paid, to date, by plaintiffs'  
17 counsel a total amount of \$4,975.00 for my services in this case.  
18  
19  
20

21 I have read the foregoing and affirm under penalty of perjury that the same is  
22 true and correct.  
23

24 Affirmed this 11 day of January, 2017

25  
26   
27 Charles M. Bass  
28

# EXHIBIT "3"

	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
4	3861	Abarca	Enrique	2/1/2013	6/21/2013	\$593.45	\$1,357.42	\$593.45	
5	112948	Abdalla	Mustafa	3/13/2015	5/20/2016	\$0.00	\$408.24	\$0.00	
6	105408	Abdulle	Abdirashid	1/17/2014	4/25/2014	\$165.36	\$356.69	\$347.62	
7	3606	Abebe	Tamrat	1/18/2013	1/31/2014	\$657.03	\$1,925.32	\$657.03	
8	3302	Abraha	Testalem	1/18/2013	10/11/2013	\$0.00	\$0.00	\$0.00	
9	27190	Abrego	Jacobo	1/15/2016	5/20/2016	\$0.00	\$456.74	\$224.93	
10	105813	Abt	Daniel	3/1/2013	8/16/2013	\$891.35	\$1,943.49	\$891.35	
11	2840	Abuel	Alan	1/18/2013	5/20/2016	\$0.00	\$0.00	\$0.00	
12	100221	Ackman	Charles	1/18/2013	5/20/2016	\$385.21	\$1,395.44	\$385.21	
13	25411	Adhanom	Tewoldebthan	10/25/2013	11/8/2013	\$124.16	\$250.17	\$250.17	
14	113993	Afonso	Pacio	2/13/2015	2/27/2015	\$0.00	\$91.16	\$91.16	
15	100821	Agostino	Nicholas	5/24/2013	2/13/2015	\$1,436.35	\$4,700.03	\$2,036.74	
16	115507	Aguero-Pons	Eduardo	2/26/2016	5/20/2016	\$0.00	\$471.71	\$392.58	
17	114336	Akins	Pierre	1/23/2016	5/20/2016	\$0.00	\$735.06	\$417.52	
18	109164	Alardi	Steven	11/6/2015	2/12/2016	\$0.00	\$223.42	\$96.77	
19	113805	Alasanila	Nugzar	3/11/2016	5/20/2016	\$0.00	\$309.08	\$273.15	
20	114470	Ali	Meer	8/14/2015	9/11/2015	\$0.00	\$303.07	\$303.07	
21	100662	Alizadeh	Farid	10/24/2014	1/2/2015	\$0.00	\$261.89	\$193.93	
22	104525	Allegue	Yuenier	3/29/2013	10/24/2014	\$1,414.77	\$3,584.08	\$1,705.80	
23	2903	Allen	Oris	1/18/2013	10/11/2013	\$1,014.75	\$2,228.82	\$1,014.75	
24	25979	Alneif	Abdul	1/17/2014	6/6/2014	\$548.76	\$1,281.38	\$1,026.20	

	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
25	24802	Allamirano	Keith	7/18/2014	5/20/2016	\$0.00	\$39.56	\$39.56	
26	103622	Alvarado	Santiago	5/23/2014	4/22/2016	\$94.68	\$1,231.35	\$233.83	
27	115751	Alvarez	Randy	5/6/2016	5/20/2016	\$0.00	\$172.05	\$172.05	
28	24038	Arantagui	Kamdi	3/1/2013	3/28/2013	\$154.39	\$343.02	\$154.39	
29	29709	Anderson	Jason	7/31/2015	4/8/2016	\$0.00	\$701.00	\$99.47	
30	106628	Anderson	Calvin	1/18/2013	5/20/2016	\$802.14	\$3,332.91	\$802.14	
31	114697	Anderson	Neal	8/14/2015	12/18/2015	\$0.00	\$131.80	\$131.80	
32	111333	Anderson	Rodney	1/15/2016	5/20/2016	\$0.00	\$430.65	\$244.19	
33	3943	Anderson	William	1/18/2013	2/15/2013	\$289.40	\$576.85	\$289.40	
34	3650	Anil	Janekd	1/18/2013	5/20/2016	\$285.95	\$1,814.53	\$285.95	
35	114669	Anon	Nelson	8/14/2015	3/25/2016	\$0.00	\$690.29	\$333.66	
36	111600	Aparicio	Reynaldo	8/28/2015	9/25/2015	\$0.00	\$75.27	\$75.27	
37	106151	Apodaca	Orlando	4/24/2015	4/22/2016	\$0.00	\$2,379.90	\$528.13	
38	3730	Arar	Isam	1/18/2013	5/20/2016	\$581.19	\$3,829.44	\$581.19	
39	104910	Archer	Bert	12/6/2013	1/31/2014	\$362.37	\$753.21	\$753.21	
40	3671	Arellano	Miguel	1/18/2013	1/17/2014	\$16.79	\$185.41	\$16.79	
41	3931	Arena	Francis	1/15/2013	2/9/2013	\$235.28	\$491.15	\$235.28	
42	25901	Arnerdinger	Shane	3/27/2015	1/16/2015	\$0.00	\$0.00	\$0.00	
43	8812	Arnold	Peter	10/10/2014	1/30/2015	\$0.00	\$125.41	\$102.75	
44	28553	Arnwine	Howard	1/18/2013	5/20/2016	\$602.53	\$2,436.86	\$602.53	
45	113714	Arrandt	Robert	9/25/2015	5/20/2016	\$0.00	\$1,291.09	\$276.45	

	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
46	113763	Arroyo	Carlos	8/14/2015	5/20/2016	\$0.00	\$158.17	\$130.23	
47	114195	Arzola	Juan	4/10/2015	5/20/2016	\$0.00	\$149.72	\$149.72	
48	31622	Asefa	Wossen	4/26/2013	8/30/2013	\$456.31	\$1,195.73	\$910.47	
49	3828	Asefa	Mulubahan	1/18/2013	7/4/2014	\$912.92	\$2,133.95	\$912.92	
50	28649	Asghar	Chaudhry	5/22/2015	9/11/2015	\$0.00	\$486.93	\$308.80	
51	113535	Astalos	Josip	1/30/2015	4/10/2015	\$0.00	\$223.12	\$209.21	
52	110476	Auberry	Glenn	4/11/2014	6/20/2014	\$309.98	\$749.94	\$749.94	
53	103580	Awad	Edward	7/31/2015	5/20/2016	\$0.00	\$755.59	\$55.67	
54	2926	Awalom	Alomayehu	1/18/2013	2/19/2013	\$257.85	\$502.52	\$257.85	
55	20210	Ba	Awa	7/5/2013	5/22/2015	\$1,270.02	\$3,430.46	\$1,733.10	
56	108404	Baca	James	3/1/2013	3/26/2013	\$105.93	\$274.29	\$105.93	
57	27358	Baca-Paez	Sergio	1/18/2013	6/19/2015	\$731.07	\$2,316.40	\$731.07	
58	112197	Bachelor	Mickieal	9/25/2014	5/22/2015	\$0.00	\$534.98	\$93.62	
59	115027	Baek	Sung	5/20/2016	5/20/2016	\$0.00	\$0.00	\$0.00	
60	114706	Bagley	Shaun	11/20/2015	12/18/2015	\$0.00	\$199.43	\$199.43	
61	113134	Baker	Jason	10/23/2015	5/20/2016	\$0.00	\$309.12	\$82.51	
62	3838	Baker	Timothy	1/15/2013	8/2/2013	\$452.70	\$1,109.02	\$452.70	
63	27315	Bakhtiar	Marco	1/18/2013	4/24/2015	\$140.34	\$1,398.38	\$140.34	
64	112015	Bambenek	Matthew	11/22/2013	5/20/2016	\$337.56	\$1,733.68	\$871.98	
65	112978	Barood	Michael	1/2/2015	5/20/2016	\$0.00	\$1,592.14	\$418.63	
66	112193	Bandi	Podram	4/25/2014	7/18/2014	\$11.21	\$294.30	\$294.30	



	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
67	3909	Barbu	Ion	1/18/2013	12/5/2014	\$1,817.08	\$5,121.14	\$1,817.08	
68	100158	Barnes	Benjamin	1/18/2013	5/20/2016	\$1,551.45	\$4,909.00	\$1,551.45	
69	16654	Barnhart	John	4/24/2015	5/20/2016	\$0.00	\$942.41	\$163.61	
70	26073	Barnola	Rafael	1/16/2015	5/20/2016	\$0.00	\$203.37	\$67.75	
71	107792	Barrameda	Danilo	9/27/2013	3/14/2014	\$56.83	\$312.04	\$246.35	
72	115476	Barnick	Antonio	3/11/2016	5/20/2016	\$0.00	\$413.80	\$310.77	
73	113542	Bascoallo-San	Lucia	7/3/2015	5/20/2016	\$0.00	\$214.05	\$214.05	
74	2454	Batista	Eugenio	1/18/2013	5/20/2016	\$0.00	\$0.00	\$0.00	
75	113621	Beko	Sandor	1/1/2016	5/20/2016	\$0.00	\$22.84	\$22.84	
76	25454	Bell	Jeffrey	4/25/2014	4/25/2014	\$26.45	\$56.87	\$56.87	
77	3622	Benel	Christian	1/18/2013	4/9/2013	\$293.85	\$649.67	\$293.85	
78	115349	Benner	Charles	1/29/2016	5/20/2016	\$0.00	\$293.72	\$263.72	
79	110687	Berger	James	1/31/2014	5/20/2016	\$58.09	\$182.39	\$182.24	
80	103219	Berichon	Mike	6/7/2013	6/20/2014	\$947.14	\$2,472.39	\$1,265.56	
81	113545	Berilo	Senad	1/1/2015	2/26/2016	\$0.00	\$0.00	\$0.00	
82	112830	Bestard-Sanci	Vladimir	9/25/2015	1/29/2016	\$0.00	\$448.95	\$261.66	
83	23373	Bey	Ronald	1/15/2013	1/15/2016	\$682.70	\$2,599.52	\$682.70	
84	105871	Bilal	Haji	7/4/2014	8/1/2014	\$0.00	\$79.95	\$79.95	
85	29914	Bliss	Valerie	1/17/2014	1/31/2014	\$124.09	\$251.34	\$251.34	
86	112455	Blum	Arthur	2/28/2014	3/14/2014	\$47.07	\$94.28	\$94.28	
87	110126	Bones	Brian	8/15/2014	11/21/2014	\$0.00	\$451.08	\$272.55	

	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
88	106621	Booth	Deborah	8/14/2015	10/9/2015	\$0.00	\$212.82	\$212.82	
89	3561	Borges	Antonio	1/18/2013	5/20/2016	\$0.00	\$0.00	\$0.00	
90	110770	Bosley	Thomas	5/6/2014	8/1/2014	\$0.00	\$335.85	\$335.85	
91	3723	Bowen	Christopher	1/18/2013	1/18/2013	\$0.00	\$79.68	\$0.00	
92	101034	Bower	Terry	12/19/2014	5/20/2016	\$0.00	\$146.54	\$146.54	
93	2056	Brauchle	Michael	1/18/2013	9/13/2013	\$718.57	\$1,757.22	\$718.57	
94	100299	Briski	Louis	7/5/2013	4/25/2014	\$141.78	\$608.13	\$455.84	
95	110579	Brooks	Jose	1/3/2014	1/17/2014	\$46.30	\$96.91	\$96.91	
96	3949	Brown	Daniel	1/18/2013	5/20/2016	\$730.19	\$2,915.92	\$730.19	
97	107492	Brown	Jimmy	6/6/2014	5/20/2016	\$0.00	\$1,925.53	\$284.99	
98	115440	Brown	Lella	2/12/2016	5/20/2016	\$0.00	\$551.54	\$343.23	
99	106299	Brown	Michael	9/12/2014	7/3/2015	\$0.00	\$792.87	\$195.50	
100	114240	Bucher	Larry	4/24/2015	4/24/2015	\$0.00	\$0.00	\$0.00	
101	28249	Burns	Tommy	4/11/2014	11/7/2014	\$564.89	\$1,929.83	\$1,225.13	
102	111670	Burns	Brittany	9/27/2013	10/25/2013	\$122.95	\$322.36	\$322.36	
103	114067	Cadiz	Randy	4/8/2016	5/20/2016	\$0.00	\$0.00	\$0.00	
104	106441	Camarena	Erik	2/25/2016	5/20/2016	\$0.00	\$0.00	\$0.00	
105	106463	Capone	Gary	11/8/2013	5/20/2016	\$1,177.85	\$3,118.68	\$1,657.26	
106	2660	Carracedo	Sonny	1/18/2013	5/20/2016	\$0.00	\$180.70	\$0.00	
107	3899	Casiello	Anthony	1/18/2013	5/20/2016	\$0.00	\$655.74	\$0.00	
108	102334	Castellanos	Joaquin	4/25/2014	5/20/2016	\$420.17	\$3,525.81	\$1,010.69	



	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,443.43				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
109	23673	Castro	Willer	8/29/2014	11/7/2014	\$0.00	\$432.11	\$385.89	
110	103777	Castro-Jaen	Lazaro	9/25/2015	11/20/2015	\$0.00	\$13.32	\$13.32	
111	104310	Chana	Chen	6/7/2013	3/27/2015	\$658.00	\$2,083.01	\$1,108.54	
112	3831	Charouat	Malek	1/18/2013	7/4/2014	\$0.00	\$0.00	\$0.00	
113	24737	Charov	Ivaylo	8/16/2013	8/30/2013	\$67.83	\$159.66	\$159.66	
114	112394	Chavez	Rosemarie	3/28/2014	3/28/2014	\$13.29	\$39.05	\$39.05	
115	21398	Chenpanas	Surapan	8/28/2015	5/20/2016	\$0.00	\$896.15	\$63.07	
116	29301	Cicerchi	Michael	9/25/2015	5/20/2016	\$0.00	\$187.82	\$0.00	
117	108640	Cisneros	Corrina	10/24/2014	10/24/2014	\$0.00	\$26.26	\$26.26	
118	26783	Clerk	Dennis	6/21/2013	10/11/2013	\$513.57	\$1,322.52	\$1,124.45	
119	31467	Clarke	Michael	4/11/2014	4/11/2014	\$69.42	\$136.68	\$136.68	
120	112446	Clarke	Reginald	7/4/2014	7/18/2014	\$0.00	\$21.19	\$21.19	
121	106890	Co	Pedro	8/28/2015	12/18/2015	\$0.00	\$274.67	\$58.27	
122	107430	Cobon	Karl	3/23/2013	8/30/2013	\$1,023.14	\$2,061.05	\$1,643.24	
123	3885	Cohoon	Thomas	1/18/2013	9/12/2014	\$1,276.49	\$3,841.17	\$1,276.49	
124	115695	Coleman	Carl	4/22/2016	5/20/2016	\$0.00	\$268.35	\$268.35	
125	102415	Collier	Ella	1/30/2015	3/13/2015	\$0.00	\$218.78	\$218.78	
126	108716	Collins	Steven	10/24/2014	7/31/2015	\$0.00	\$252.31	\$252.31	
127	21803	Coloma-Guen	Danilo	8/29/2014	9/25/2015	\$0.00	\$28.00	\$0.00	
128	105765	Coll	Brian	2/27/2015	3/27/2015	\$0.00	\$0.00	\$0.00	
129	108041	Comeau	Brian	6/6/2014	5/20/2016	\$70.96	\$544.16	\$232.70	

	A	B	C	D	E	F	G	H	I
	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25								
1	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00: \$174,445.45 \$702,747.28 \$278,236.68								
2	90 day Waiting Period								
	Total pay below 7.25 per hour in each pay period 8.25 per hour in each pay period 5/31/2014								
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date				
130	114538	Contreras-Cel	Hugo	5/20/2016	5/20/2016	\$0.00	\$10.19	\$10.19	For Class Hired after 3/14/13 rate is \$8.25 an
131	3738	Conway	James	1/18/2013	4/9/2013	\$387.65	\$984.16	\$387.65	Hour for Waiting Period
132	11039	Conway	Robert	5/20/2016	5/20/2016	\$0.00	\$23.22	\$23.22	and \$7.25 an Hour
133	112398	Corona	Fernando	2/14/2014	1/2/2015	\$775.97	\$2,591.71	\$1,332.04	
134	2051	Costello	Brad	1/18/2013	5/20/2016	\$390.33	\$2,548.75	\$390.33	
135	15756	Cradlock	Mason	9/25/2015	5/20/2016	\$0.00	\$988.58	\$285.94	
136	3935	Craffey	Richard	1/18/2013	1/2/2015	\$620.77	\$2,265.57	\$620.77	
137	23774	Crawford	Darryl	5/24/2013	3/14/2014	\$41.69	\$217.17	\$217.17	
138	112510	Crawford	Dustin	8/14/2015	1/15/2016	\$0.00	\$458.45	\$166.76	
139	21457	Crawford	Maximilian	11/22/2013	1/30/2015	\$156.56	\$501.77	\$369.39	
140	30300	Cruz-Decastr	Antonio	3/7/2013	3/7/2013	\$47.37	\$92.59	\$47.37	
141	109193	Cursoli	Janine	1/30/2015	2/13/2015	\$0.00	\$54.35	\$54.35	
142	109796	Curtin	Ronald	4/12/2013	5/20/2016	\$1,891.68	\$6,011.02	\$2,430.63	
143	112564	Cylark	Billy	7/3/2015	5/20/2016	\$0.00	\$1,529.89	\$372.09	
144	109130	Dacayanan	Liza	6/7/2013	5/20/2016	\$515.01	\$3,302.22	\$901.17	
145	23948	Daffron	Daniel	2/15/2013	3/11/2016	\$1,242.13	\$4,085.77	\$1,242.13	
146	32238	Daggelt	Rudolph	5/24/2013	10/25/2013	\$618.68	\$1,374.83	\$972.34	
147	113062	Daghlawi	Rahim	6/19/2015	10/9/2015	\$0.00	\$0.00	\$0.00	
148	110936	Daniels	James	4/12/2013	5/20/2016	\$57.14	\$473.38	\$241.92	
149	100840	Danner	Kevin	5/20/2016	5/20/2016	\$0.00	\$79.08	\$79.08	
150	103226	Dash	Eric	11/21/2014	3/13/2015	\$0.00	\$456.52	\$357.02	

	A	B	C	D	E	F	G	H	I
1	<p>If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25</p>								
2	<p>TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00</p>								
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	Wage Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour Thereafter
151	101103	Davila-Romer	Monica	10/25/2013	11/8/2013	\$58.85	\$119.28	\$119.28	\$119.28
152	28065	Davis	Bradley	5/6/2016	5/20/2016	\$0.00	\$34.27	\$34.27	\$34.27
153	111137	Dejaeto	Giovanna	6/21/2013	5/20/2016	\$660.42	\$2,405.77	\$1,238.11	\$1,238.11
154	25935	Delgado	Carlos	4/11/2014	5/20/2016	\$105.26	\$1,510.27	\$559.91	\$559.91
155	109293	Delligatti	Carmine	1/30/2015	3/13/2015	\$0.00	\$116.29	\$116.29	\$116.29
156	2057	DeMarco	William	3/1/2013	6/21/2013	\$168.08	\$437.54	\$168.08	\$168.08
157	114663	Demake	Yohannee	5/20/2016	5/20/2016	\$0.00	\$0.00	\$0.00	\$0.00
158	112508	Derrick	William	1/2/2015	5/20/2016	\$0.00	\$1,840.86	\$327.28	\$327.28
159	31358	Derecu	Gatu	1/16/2015	5/22/2015	\$0.00	\$149.92	\$129.34	\$129.34
160	3936	Diel	Donald	1/18/2013	5/20/2016	\$807.12	\$2,637.16	\$807.12	\$807.12
161	111062	Diamond	Jeffrey	8/16/2013	1/3/2014	\$273.19	\$618.63	\$618.63	\$618.63
162	28210	Dicioio	William	4/8/2016	5/20/2016	\$0.00	\$308.57	\$308.57	\$308.57
163	3905	Dillard	Corey	1/18/2013	3/19/2013	\$267.74	\$600.08	\$267.74	\$267.74
164	113424	Dills	Debora	1/29/2016	5/20/2016	\$0.00	\$61.46	\$20.14	\$20.14
165	2031	Dinok	Idiko	1/18/2013	3/15/2013	\$283.54	\$588.99	\$283.54	\$283.54
166	111351	Diomande	Aimany	4/10/2015	12/18/2015	\$0.00	\$195.34	\$0.00	\$0.00
167	6832	Dionas	John	11/8/2013	11/22/2013	\$87.73	\$168.64	\$168.64	\$168.64
168	3756	Disbrow	Ronald	1/18/2013	5/20/2016	\$627.93	\$3,755.83	\$627.93	\$627.93
169	3395	Dixon	Julius	1/18/2013	5/20/2016	\$0.00	\$56.30	\$0.00	\$0.00
170	111077	Dominguez	Carlos	7/18/2014	11/7/2014	\$0.00	\$508.26	\$358.38	\$358.38
171	3478	Dontchev	Nedelcho	1/18/2013	8/30/2013	\$456.89	\$1,441.70	\$456.89	\$456.89

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	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
235	115000	Goree	Latia	1/15/2015	1/15/2016	\$0.00	\$219.26	\$209.52	
236	3391	Grafton	Natasha	1/18/2013	7/19/2013	\$72.36	\$501.41	\$72.36	
237	24757	Granchelle	Andrew	12/20/2013	4/10/2015	\$700.68	\$2,643.78	\$1,105.62	
238	102141	Gray	Charles	10/23/2015	5/20/2016	\$0.00	\$174.00	\$75.90	
239	19253	Gray	Gary	1/18/2013	5/20/2016	\$2,076.15	\$5,436.95	\$2,076.15	
240	111916	Gray	Kenneth	9/25/2015	5/20/2016	\$0.00	\$954.57	\$272.65	
241	109992	Gray	Steven	9/12/2014	10/10/2014	\$0.00	\$0.00	\$0.00	
242	18964	Guerero	Daniel	10/25/2013	8/14/2015	\$1,211.23	\$5,492.23	\$1,946.23	
243	112337	Gutierrez	Carlos	9/26/2014	3/27/2015	\$0.00	\$1,129.03	\$484.19	
244	103550	Habte	Amanuel	3/11/2016	5/6/2016	\$0.00	\$11.97	\$11.97	
245	102800	Habte	Michael	7/31/2015	5/20/2016	\$0.00	\$0.00	\$0.00	
246	18636	Hallowell	William	11/20/2015	5/20/2016	\$0.00	\$252.52	\$95.24	
247	111568	Hammoud	Wissam	8/30/2013	12/6/2013	\$618.64	\$1,275.00	\$1,206.60	
248	21446	Handlon	Michael	3/1/2013	5/20/2016	\$650.06	\$2,297.98	\$850.06	
249	3402	Hansen	Jordan	1/18/2013	5/20/2016	\$44.50	\$524.43	\$44.50	
250	29609	Haralambov	Valko	10/25/2013	6/19/2015	\$203.78	\$886.68	\$606.49	
251	27832	Harding	David	8/15/2014	10/24/2014	\$0.00	\$148.37	\$118.23	
252	27630	Haraki	Said	6/7/2013	6/21/2013	\$0.00	\$0.00	\$0.00	
253	113504	Harris	Charlene	1/16/2015	6/5/2015	\$0.00	\$468.98	\$244.77	
254	3855	Harris	Dennis	1/18/2013	5/20/2016	\$1,157.48	\$5,401.92	\$1,157.48	
255	115097	Harris	James	11/20/2015	1/29/2016	\$0.00	\$92.44	\$92.44	

	A	B	C	D	E	F	G	H	I
	<p>If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25</p> <p>For Class at \$7.25 an Hour Minimum Wage Rate</p> <p>For Class at \$8.25 an Hour Hour for Waiting Period and \$7.25 an Hour Wage Rate Thereafter</p>								
1									
2									
	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00								
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
256	3941	Hanson	Andrew	1/18/2013	1/31/2014	\$297.76	\$860.64	\$297.76	
257	24039	Hart	Brandi	6/21/2013	7/19/2013	\$162.45	\$311.05	\$311.05	
258	19800	Hasbrouck	Ronald	6/19/2013	5/20/2016	\$0.00	\$27.35	\$27.35	
259	3742	Haskell	William	1/18/2013	1/17/2014	\$1,070.78	\$2,664.64	\$1,070.78	
260	112912	Hassanzadeh	David	9/12/2014	5/20/2016	\$0.00	\$440.39	\$361.37	
261	102378	Hatch	Frank	1/30/2015	5/20/2016	\$0.00	\$480.85	\$170.94	
262	115043	Hawkins	Devin	11/6/2015	5/20/2016	\$0.00	\$714.21	\$99.37	
263	3808	Hays	Larry	1/18/2013	1/18/2013	\$729.17	\$2,357.57	\$729.17	
264	114522	Headman	Gregory	1/1/2016	4/22/2016	\$0.00	\$91.09	\$53.94	
265	109457	Heame	Stephen	6/21/2013	7/19/2013	\$188.99	\$382.66	\$382.66	
266	110194	Henderson	Lloyd	5/24/2013	9/27/2013	\$467.13	\$1,382.67	\$1,114.68	
267	3933	Hendricks	Mark	1/18/2013	3/3/2013	\$290.90	\$581.11	\$290.90	
268	101555	Hernandez	Rene	4/25/2014	6/20/2014	\$272.18	\$563.47	\$563.47	
269	107072	Hernandez-Or	Amilcar	2/1/2013	6/7/2013	\$219.91	\$593.45	\$219.91	
270	114928	Herrlich	Curt	10/23/2015	5/20/2016	\$0.00	\$496.81	\$182.46	
271	26305	Hesariha	Arash	1/29/2016	5/20/2016	\$0.00	\$413.08	\$161.51	
272	112038	Hill	Douglas	12/20/2013	2/14/2014	\$294.63	\$620.38	\$620.38	
273	109792	Hinds	Monroe	5/24/2013	8/30/2013	\$304.22	\$1,017.59	\$939.29	
274	2097	Hinks	Dana	1/18/2013	5/20/2016	\$298.39	\$1,755.06	\$298.39	
275	2464	Hodge	Lee	1/18/2013	7/31/2015	\$1,043.84	\$4,713.06	\$1,043.84	
276	32082	Hoffman	Gary	9/11/2015	5/20/2016	\$0.00	\$602.15	\$187.78	



	A	B	C	D	E	F	G	H	I
	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate For Class at \$8.25 an Hour Minimum Wage Rate Thereafter For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour				
1									
2									
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
277	3864	Holler	Alfonso	1/18/2013	2/6/2013	\$56.29	\$200.81	\$56.29	
278	3809	Hollis	James	1/18/2013	2/28/2014	\$0.00	\$134.11	\$0.00	
279	3822	Hok	John	1/18/2013	2/10/2013	\$178.55	\$409.36	\$178.55	
280	111071	Horton	Charles	8/1/2014	12/19/2014	\$0.00	\$310.19	\$240.83	
281	113529	Horvath	Zoltan	12/18/2015	3/25/2016	\$0.00	\$262.08	\$261.20	
282	109584	Hosley	Tracie	7/19/2013	8/16/2013	\$185.20	\$389.01	\$389.01	
283	113402	Hovhannisyan	Torgom	12/5/2014	1/16/2015	\$0.00	\$283.38	\$283.38	
284	31648	Hu	Karl	6/6/2014	7/4/2014	\$137.49	\$314.56	\$314.56	
285	111522	Huene	Sidney	3/13/2015	7/31/2015	\$0.00	\$1,024.47	\$454.56	
286	27788	Hurd	Donald	2/14/2014	9/12/2014	\$562.93	\$1,534.38	\$986.94	
287	2751	Hurtado	Hubert	1/18/2013	5/20/2016	\$1,593.12	\$4,997.81	\$1,593.12	
288	3835	Hussien	Leykun	1/18/2013	1/27/2013	\$0.00	\$154.11	\$0.00	
289	17189	Imran	Muhammad	3/15/2013	8/2/2013	\$104.12	\$262.24	\$154.42	
290	31107	Ionescu	Dumitru	3/11/2016	5/20/2016	\$0.00	\$0.00	\$0.00	
291	3187	Isaac	Edsel	1/18/2013	5/20/2016	\$0.00	\$145.84	\$0.00	
292	108273	Isanan	Claro	12/20/2013	1/17/2014	\$199.02	\$433.84	\$433.84	
293	107191	Ivanov	Yordan	11/22/2013	12/5/2013	\$74.55	\$164.11	\$164.11	
294	3928	Jackson	Anthony	1/8/2013	1/8/2013	\$0.00	\$0.00	\$0.00	
295	108839	Jackson	Frederick	1/18/2013	6/5/2015	\$1,013.02	\$4,767.43	\$1,013.02	
296	3701	Jackson	Wille	1/18/2013	2/1/2013	\$88.63	\$164.88	\$88.63	
297	107992	Jacobi	Donald	5/10/2013	5/20/2016	\$1,158.42	\$4,320.01	\$1,790.18	

	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
298	20466	Jafarian	Moharram	6/6/2014	3/13/2015	\$13.55	\$146.52	\$122.01	
299	3020	Jannosco	John	1/18/2013	5/20/2016	\$0.00	\$0.00	\$0.00	
300	15638	Jawaid	Shaikh	8/28/2015	2/26/2016	\$0.00	\$480.24	\$0.00	
301	2412	Jelencic	Vladko	1/18/2013	7/5/2013	\$446.76	\$1,216.30	\$446.76	
302	28842	Jimerson-Cas Jo		6/5/2015	5/20/2016	\$0.00	\$781.94	\$437.61	
303	3151	Johnson	Kennard	1/18/2013	6/21/2013	\$50.54	\$345.12	\$50.54	
304	3602	Johnson	Tony	1/18/2013	4/4/2014	\$0.00	\$0.00	\$0.00	
305	3784	Joseph	Leroy	1/18/2013	11/22/2013	\$1,616.76	\$3,728.29	\$1,616.76	
306	111813	Kadir	Tura	1/18/2013	1/18/2013	\$23.88	\$62.06	\$62.06	
307	106642	Kadri	Abdelkrim	4/25/2014	7/4/2014	\$10.24	\$231.03	\$231.03	
308	3772	Kalyocorawong	Chaipan	1/18/2013	3/28/2014	\$1,477.36	\$3,722.93	\$1,477.36	
309	101942	Kalimba	Gaston	8/2/2013	1/17/2014	\$530.48	\$1,295.36	\$931.38	
310	29542	Kang	Chong	1/18/2013	5/20/2016	\$0.00	\$143.32	\$0.00	
311	25574	Kapoor	Anun	2/26/2016	5/20/2016	\$0.00	\$23.34	\$23.34	
312	106153	Keller	Roger	4/12/2013	3/11/2016	\$390.90	\$2,262.98	\$931.86	
313	2736	Kenary	Brian	1/18/2013	5/20/2016	\$230.90	\$1,820.29	\$230.90	
314	3484	Kern	Gary	1/18/2013	8/28/2015	\$2,959.95	\$8,111.05	\$2,959.95	
315	27999	Khan	Zia-Ur-Rehmar	5/8/2015	5/20/2016	\$0.00	\$2,078.71	\$134.76	
316	107692	Kim	Chang	3/13/2015	5/20/2016	\$0.00	\$336.96	\$194.80	
317	105794	Kimler	Ryan	2/1/2013	3/1/2013	\$198.87	\$404.80	\$198.87	
318	115049	Kincade	Jennleann	4/22/2016	5/20/2016	\$0.00	\$194.86	\$194.86	

	A	B	C	D	E	F	G	H	I
	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25								
1	For Class at \$7.25 an Hour Minimum Wage Rate								
2	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter								
3	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00: \$174,443.43 \$708,747.28 \$278,236.66								
	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
319	111283	Kissel	Sean	7/5/2013	8/14/2015	\$51.23	\$796.35	\$159.96	
320	3693	Klein	Phillip	1/18/2013	5/20/2016	\$2,443.66	\$7,054.87	\$2,443.66	
321	114375	Ko	Kuen	10/9/2015	5/20/2016	\$0.00	\$344.20	\$85.62	
322	3630	Kogan	Martin	1/18/2013	5/20/2016	\$1,797.80	\$4,682.05	\$1,797.80	
323	115429	Krakov	Joshua	2/12/2016	2/26/2016	\$0.00	\$45.04	\$45.04	
324	105627	Kronenberg	Arthur	1/30/2015	12/4/2015	\$0.00	\$1,269.30	\$329.70	
325	3946	Kruse	Linda	1/8/2013	1/8/2013	\$0.00	\$0.00	\$0.00	
326	103826	Kull	William	2/14/2014	5/20/2016	\$135.94	\$341.87	\$271.34	
327	107625	Lafarge	Jeannine	3/28/2014	5/20/2016	\$0.00	\$17.92	\$17.92	
328	111231	Lant	Mark	7/5/2013	12/6/2013	\$694.00	\$1,440.70	\$1,132.76	
329	25362	Lathan	Joseph	1/18/2013	1/31/2014	\$131.97	\$411.45	\$131.97	
330	114766	Laughinghouse	Charles	8/28/2015	5/20/2016	\$0.00	\$442.24	\$124.86	
331	111290	Lay	Gilbert	4/11/2014	5/20/2016	\$139.80	\$678.78	\$517.83	
332	3665	Leal	Jill	1/18/2013	5/20/2016	\$536.95	\$2,377.30	\$536.95	
333	18960	Lee	Melvin	8/16/2013	5/8/2015	\$469.33	\$1,530.94	\$883.01	
334	108034	Leonardi	Kevin	9/11/2015	5/20/2016	\$0.00	\$239.41	\$0.00	
335	29012	Lin	Natalie	9/12/2014	9/12/2014	\$0.00	\$10.28	\$10.28	
336	25522	Link	Peter	1/18/2013	9/12/2014	\$505.82	\$1,643.97	\$505.82	
337	15804	Little	Dennis	3/1/2013	1/15/2016	\$96.30	\$1,569.94	\$96.30	
338	112296	Loebig	Roxana	7/4/2014	8/15/2014	\$0.00	\$274.82	\$274.82	
339	113761	Logan	David	5/5/2016	5/20/2016	\$0.00	\$120.49	\$120.49	







	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
382	26609	Mezenasco	Pedro	2/26/2016	5/20/2016	\$0.00	\$42.89	\$42.89	
383	110334	Michilena	Luis	3/28/2014	3/28/2014	\$66.26	\$138.34	\$138.34	
384	29265	Micu	Emilio	7/4/2014	5/20/2016	\$0.00	\$489.33	\$193.51	
385	114922	Middleton	Shawn	10/9/2015	4/22/2016	\$0.00	\$1,228.17	\$222.64	
386	30196	Miller	Jason	8/2/2013	5/20/2016	\$983.37	\$2,839.23	\$1,524.14	
387	17655	Millon	Darrol	1/18/2013	12/6/2013	\$140.57	\$344.89	\$140.57	
388	3620	Mindyas	James	1/12/2013	1/12/2013	\$0.00	\$0.00	\$0.00	
389	31986	Mitrikov	Iiko	1/18/2013	10/10/2014	\$1,243.11	\$3,600.77	\$1,243.11	
390	104837	Miyazaki	Nisaburo	1/18/2013	4/25/2014	\$563.88	\$1,503.47	\$563.88	
391	112009	Mock	Karen	7/18/2014	5/6/2016	\$0.00	\$1,796.83	\$327.85	
392	101935	Mohamed	Hamza	6/20/2014	5/20/2016	\$0.00	\$17.42	\$17.42	
393	105284	Montforte	Peter	1/18/2013	4/22/2016	\$2,360.09	\$6,812.29	\$2,360.09	
394	3882	Monteagudo	Oscar	1/18/2013	2/11/2013	\$200.48	\$380.90	\$200.48	
395	3913	Moore	Aileen-Louise	1/18/2013	4/25/2014	\$205.64	\$1,458.76	\$205.64	
396	30777	Moore	Jimmy	12/4/2015	5/20/2016	\$0.00	\$1,111.63	\$487.11	
397	24680	Morales	Michael	3/11/2016	3/11/2016	\$0.00	\$44.47	\$44.47	
398	18520	Morales	Tomias	9/11/2015	9/11/2015	\$0.00	\$0.00	\$0.00	
399	3664	Moreno	James	1/18/2013	5/20/2016	\$1,953.76	\$7,040.63	\$1,953.76	
400	112561	Morgan	Sherryll	11/21/2014	5/20/2016	\$0.00	\$486.49	\$166.26	
401	8321	Morris	Thomas	1/18/2013	5/20/2016	\$2,085.35	\$5,997.30	\$2,085.35	
402	106703	Mosely	David	12/6/2013	5/23/2014	\$1,143.38	\$2,121.25	\$1,665.07	

	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
403	28917	Motazedl	Kamran	8/16/2013	9/27/2013	\$181.66	\$389.59	\$389.59	
404	27059	Mottaghian	Joseph	9/20/2014	7/3/2015	\$30.98	\$545.53	\$180.55	
405	107704	Muhtari	Abdurahman	1/18/2013	12/4/2015	\$141.39	\$1,133.34	\$141.39	
406	109569	Munoz-Fernar	Ariel	9/25/2015	1/29/2016	\$0.00	\$176.74	\$116.78	
407	3847	Murawski	Richard	1/18/2013	5/20/2016	\$313.28	\$1,540.10	\$313.28	
408	108427	Murray	Joseph	3/28/2014	3/28/2014	\$0.00	\$10.31	\$10.31	
409	107440	Nantista	Peter	1/18/2013	10/23/2015	\$212.28	\$2,002.10	\$212.28	
410	3859	Nazarov	Mikael	1/18/2013	10/10/2014	\$1,198.57	\$3,543.66	\$1,198.57	
411	102656	Nedyalkov	Atanas	7/19/2013	9/27/2013	\$321.59	\$764.52	\$764.52	
412	113665	Nelson	Jack	10/23/2015	5/20/2016	\$0.00	\$158.14	\$79.96	
413	111494	Nemeth	Zoltan	5/9/2014	12/19/2014	\$353.54	\$1,696.45	\$773.12	
414	25190	Ngo	Tuan	1/18/2013	8/15/2014	\$1,290.15	\$3,185.57	\$1,290.15	
415	28989	Nolan	Eamonn	2/1/2013	2/15/2013	\$107.87	\$212.40	\$107.87	
416	3676	Norvell	Chris	1/18/2013	7/4/2014	\$3,062.78	\$8,518.99	\$3,062.78	
417	113016	Odishe	Talina	1/15/2015	4/22/2016	\$0.00	\$162.99	\$92.18	
418	30295	Ogbazghi	Dawit	1/18/2013	5/20/2016	\$0.00	\$0.00	\$0.00	
419	114433	Okparaji	George	2/12/2016	5/20/2016	\$0.00	\$383.35	\$211.27	
420	3753	Olen	Virginia	1/18/2013	8/2/2013	\$334.25	\$1,075.73	\$334.25	
421	27001	Olson	David	7/17/2015	1/29/2016	\$0.00	\$689.20	\$351.33	
422	3868	Olson	Eric	1/18/2013	11/20/2015	\$0.00	\$43.32	\$0.00	
423	107567	Ordaz	Guillermo	5/8/2015	5/20/2016	\$0.00	\$1,582.88	\$342.86	





	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
445	112611	Peace	Kimberly	5/23/2014	7/4/2014	\$241.57	\$467.64	\$467.64	
446	29536	Peacock	Paula	6/6/2014	7/18/2014	\$118.57	\$373.99	\$373.99	
447	3806	Pearson	Jon	1/18/2013	5/6/2016	\$380.51	\$1,663.65	\$380.51	
448	31112	Peer	Yuda	5/9/2014	6/20/2014	\$82.53	\$232.16	\$232.16	
449	111237	Petculescu	Clorian	5/23/2014	5/23/2014	\$28.97	\$56.33	\$56.33	
450	15968	Peterson	Kenneth	1/18/2013	5/20/2016	\$0.00	\$125.43	\$0.00	
451	115506	Peterson	Miles	3/25/2016	4/8/2016	\$0.00	\$141.45	\$141.45	
452	1076	Peterson	Steven	1/18/2013	5/20/2016	\$910.09	\$2,930.44	\$910.09	
453	109615	Pham	Benjamin	12/5/2014	3/27/2015	\$0.00	\$340.02	\$260.46	
454	109904	Phillips	Gary	2/13/2015	10/9/2015	\$0.00	\$170.79	\$155.27	
455	106089	Phillips	Larry	7/19/2013	5/20/2016	\$881.80	\$4,401.66	\$1,497.96	
456	115688	Pike	Robert	4/8/2016	4/22/2016	\$0.00	\$100.99	\$100.99	
457	3523	Pikington	Margaret	1/18/2013	7/3/2015	\$664.24	\$1,913.06	\$864.24	
458	107617	Pineda	Carlos	3/15/2013	8/29/2014	\$2,994.17	\$8,482.88	\$3,738.16	
459	2826	Pitts	Amir	1/18/2013	5/20/2016	\$0.00	\$19.59	\$0.00	
460	112342	Pizzimenti	Sanio	2/13/2015	5/20/2016	\$0.00	\$892.09	\$246.72	
461	25579	Polchinski	Paul	6/5/2014	5/20/2016	\$111.55	\$1,073.81	\$396.23	
462	31149	Pony	David	11/8/2013	3/1/2014	\$51.52	\$341.35	\$341.35	
463	110913	Pouyan	Koosha	2/13/2015	7/3/2015	\$0.00	\$791.17	\$353.64	
464	106825	Preze	Rowena	1/30/2015	5/20/2016	\$0.00	\$680.13	\$150.01	
465	114717	Price	Mark	8/14/2015	8/14/2015	\$0.00	\$0.00	\$0.00	

	A	B	C	D	E	F	G	H	I
	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25								
1	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00: \$174,445.45 \$278,236.68								
2	90 day Waiting Period								
	Total pay below 7.25 per hour in each pay period 5/31/2014								
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
466	109600	Prince	Gregory	4/25/2014	12/19/2014	\$0.00	\$745.99	\$66.55	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period
467	109845	Pruitt	Charles	4/10/2015	5/20/2016	\$0.00	\$1,259.33	\$360.39	For Class at \$8.25 an Hour Minimum Wage Rate
468	26363	Punzalan	Luciano	4/25/2014	6/6/2014	\$236.08	\$584.50	\$584.50	For Class at \$8.25 an Hour Minimum Wage Rate
469	115536	Quezada	Anthony	3/11/2016	5/20/2016	\$0.00	\$230.34	\$151.00	For Class at \$8.25 an Hour Minimum Wage Rate
470	17693	Racz	Bela	2/12/2016	5/20/2016	\$0.00	\$73.13	\$33.84	For Class at \$8.25 an Hour Minimum Wage Rate
471	23178	Raffensperger	Jeffrey	1/17/2014	5/20/2016	\$0.00	\$239.57	\$0.00	For Class at \$8.25 an Hour Minimum Wage Rate
472	107548	Rainey	James	5/9/2014	8/15/2014	\$219.28	\$897.73	\$613.33	For Class at \$8.25 an Hour Minimum Wage Rate
473	108263	Ramirez	Christopher	2/26/2016	5/20/2016	\$0.00	\$33.02	\$13.30	For Class at \$8.25 an Hour Minimum Wage Rate
474	113507	Ramirez-Ram	Omar	7/17/2015	5/20/2016	\$0.00	\$28.08	\$16.28	For Class at \$8.25 an Hour Minimum Wage Rate
475	103060	Ramos	David	7/4/2014	10/23/2015	\$0.00	\$1,340.67	\$289.92	For Class at \$8.25 an Hour Minimum Wage Rate
476	3812	Ray	William	1/18/2013	4/8/2016	\$0.00	\$127.52	\$0.00	For Class at \$8.25 an Hour Minimum Wage Rate
477	108758	Regans	Mark	1/31/2014	4/11/2014	\$379.98	\$791.34	\$791.34	For Class at \$8.25 an Hour Minimum Wage Rate
478	30820	Reithel	Shannon	2/12/2016	5/20/2016	\$0.00	\$104.97	\$104.97	For Class at \$8.25 an Hour Minimum Wage Rate
479	2237	Relopez	Craig	1/18/2013	5/20/2016	\$585.14	\$3,762.01	\$585.14	For Class at \$8.25 an Hour Minimum Wage Rate
480	109803	Retzlaff	Jeffrey	1/29/2016	5/20/2016	\$0.00	\$135.39	\$19.69	For Class at \$8.25 an Hour Minimum Wage Rate
481	110975	Reynolds	Joseph	8/29/2014	9/12/2014	\$0.00	\$17.97	\$17.97	For Class at \$8.25 an Hour Minimum Wage Rate
482	113964	Rezaei	Ryan	2/13/2015	5/20/2016	\$0.00	\$221.77	\$131.27	For Class at \$8.25 an Hour Minimum Wage Rate
483	114453	Riazi	Sayedmohann	7/3/2015	10/9/2015	\$0.00	\$12.34	\$12.34	For Class at \$8.25 an Hour Minimum Wage Rate
484	113948	Riozi	Sayedmohann	2/27/2015	5/20/2016	\$0.00	\$257.47	\$152.80	For Class at \$8.25 an Hour Minimum Wage Rate
485	109604	Richards	John	7/4/2014	4/24/2015	\$0.00	\$806.11	\$313.75	For Class at \$8.25 an Hour Minimum Wage Rate
486	111456	Riek	Roger	8/1/2014	6/5/2015	\$0.00	\$1,536.56	\$414.14	For Class at \$8.25 an Hour Minimum Wage Rate

	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
487	14261	Rüpi	Karl	9/13/2013	5/20/2016	\$126.47	\$1,822.87	\$596.87	
488	109502	Rios-Lopez	Oscar	4/12/2013	5/10/2013	\$189.76	\$390.07	\$390.07	
489	107701	Risby	Clifford	5/24/2013	1/17/2014	\$1,060.42	\$2,264.21	\$1,578.98	
490	111756	Risco	Pedro	3/14/2014	10/24/2014	\$554.56	\$1,684.31	\$1,125.14	
491	3191	Rivas	Victor	1/18/2013	3/8/2013	\$143.92	\$371.96	\$143.92	
492	104109	Rivero-Vera	Raul	5/9/2014	8/1/2014	\$288.88	\$767.21	\$685.26	
493	101317	Rivers	Willie	6/21/2013	9/27/2013	\$642.53	\$1,279.60	\$1,244.02	
494	3305	Roberson	Ronnie	1/18/2013	1/18/2013	\$0.00	\$0.00	\$0.00	
495	111648	Robinson	Jeffrey	9/12/2014	1/29/2016	\$0.00	\$1,699.45	\$242.32	
496	104171	Robinson	Mikalani	1/17/2014	5/20/2016	\$399.57	\$4,492.24	\$825.94	
497	3629	Robles	Mark	1/18/2013	9/26/2014	\$0.00	\$174.14	\$0.00	
498	114033	Rodde	Thomas	2/27/2015	5/20/2016	\$0.00	\$786.22	\$434.75	
499	31847	Rodriguez	Amando	4/25/2014	2/27/2015	\$30.79	\$909.13	\$365.50	
500	3614	Rohlas	Polly	1/18/2013	5/20/2016	\$1,375.67	\$4,577.70	\$1,375.67	
501	112238	Rojas	Anthony	1/30/2015	9/11/2015	\$0.00	\$875.07	\$174.58	
502	111882	Rojas-Perez	Jose	9/12/2014	7/17/2015	\$0.00	\$1,454.20	\$405.99	
503	114618	Romero	James	11/5/2015	5/20/2016	\$0.00	\$1,469.91	\$454.89	
504	108742	Ross	Lee	6/6/2014	7/18/2014	\$174.37	\$419.40	\$419.40	
505	111078	Ross	Sherman	5/8/2015	5/20/2016	\$0.00	\$1,304.57	\$490.61	
506	3912	Rousseau	James	1/18/2013	3/1/2013	\$325.14	\$616.78	\$325.14	
507	115163	Rozowski	Frank	12/18/2015	5/20/2016	\$0.00	\$727.09	\$341.03	

	A	B	C	D	E	F	G	H	I
	For Class at \$7.25 an Hour Minimum Wage Rate For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter								
1	If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25								
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00: \$174,445.45 \$703,747.28 \$278,236.66								
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
508	3477	Ruiz	Travis	1/18/2013	5/22/2015	\$148.12	\$1,014.01	\$148.12	
509	107934	Ryan	John	8/15/2014	10/10/2014	\$0.00	\$263.80	\$263.80	
510	30644	Sabitan	Ali	3/13/2015	3/13/2015	\$0.00	\$105.87	\$105.87	
511	3944	Sadler	James	1/18/2013	1/25/2013	\$82.91	\$223.91	\$82.91	
512	3042	Salah	Jamal	1/18/2013	8/29/2014	\$1,121.78	\$3,605.96	\$1,121.78	
513	103096	Sam	Phea	12/6/2013	10/24/2014	\$625.84	\$2,076.49	\$1,192.07	
514	112826	Samieh	Abdul	9/12/2014	5/20/2016	\$0.00	\$115.19	\$34.05	
515	21811	Sameli	Sabino	5/24/2013	12/6/2013	\$921.22	\$1,840.58	\$1,383.71	
516	29249	Sameni	Abbas	7/4/2014	5/20/2016	\$0.00	\$1,724.65	\$375.34	
517	100128	Sampson	James	1/18/2013	7/3/2015	\$148.14	\$1,208.41	\$148.14	
518	109349	Sanchez-Ram	Natasha	3/28/2014	11/7/2014	\$288.44	\$814.24	\$572.44	
519	3570	Sanders	Acy	1/18/2013	7/4/2014	\$0.00	\$0.00	\$0.00	
520	107503	Sanginili	Ronald	1/29/2016	5/20/2016	\$0.00	\$415.05	\$137.98	
521	29769	Sans	Thomas	5/24/2013	10/11/2013	\$769.01	\$1,569.72	\$1,240.96	
522	115343	Sarfaty	Robert	2/12/2016	4/8/2016	\$0.00	\$92.30	\$92.30	
523	28887	Sergeant	Michael	6/6/2014	8/1/2014	\$164.64	\$453.30	\$453.30	
524	108509	Sattari	Ahmad	10/9/2015	1/29/2016	\$0.00	\$213.96	\$0.00	
525	108213	Savino	Christopher	3/13/2015	5/20/2016	\$0.00	\$916.90	\$305.14	
526	105273	Sayed	Jamil	1/18/2013	5/20/2016	\$239.00	\$1,878.82	\$239.00	
527	108167	Schell	Christopher	12/19/2014	6/5/2015	\$0.00	\$189.18	\$144.45	
528	106913	Schraeder	Scott	2/14/2014	5/9/2014	\$569.96	\$1,126.65	\$1,126.65	



	A	B	C	D	E	F	G	H	I
	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25								
1	For Class at \$7.25 an Hour Minimum Wage Rate								
2	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter								
3	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00: \$174,445.45 \$708,747.28 \$278,236.66								
	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
529	25981	Schroeder	William	1/18/2013	5/20/2016	\$637.19	\$4,122.64	\$637.19	
530	109028	Secondo	Murdi	4/25/2014	7/18/2014	\$391.43	\$931.18	\$931.18	
531	105577	Seldman	Steven	5/24/2013	5/20/2016	\$0.00	\$52.60	\$13.49	
532	3359	Sevillet	Otto	1/18/2013	5/20/2016	\$0.00	\$349.93	\$0.00	
533	3879	Sexner	Alexis	1/18/2013	4/25/2014	\$227.46	\$764.85	\$227.46	
534	110768	Seyed-Mousa	Sayed	1/16/2015	2/27/2015	\$0.00	\$124.38	\$124.38	
535	19451	Shafiei	Abdoireza	7/5/2013	9/27/2013	\$552.17	\$1,064.45	\$1,064.45	
536	2899	Shallufe	Azmy	1/18/2013	10/25/2013	\$1,403.36	\$3,036.02	\$1,403.36	
537	105416	Sharma	Mahesh	8/15/2014	5/20/2016	\$0.00	\$143.25	\$143.25	
538	30308	Sheriff	Sheriff	7/4/2014	8/1/2014	\$0.00	\$125.04	\$125.04	
539	103821	Sherman	Jason	3/29/2013	8/16/2013	\$0.00	\$0.00	\$0.00	
540	115193	Shin	Sung	3/25/2016	5/20/2016	\$0.00	\$43.06	\$43.06	
541	112711	Shockley	Mark	7/18/2014	10/24/2014	\$0.00	\$471.66	\$341.20	
542	3790	Shoyombo	Rilwan	1/18/2013	8/1/2014	\$574.97	\$1,468.83	\$574.97	
543	112766	Sibre	Christopher	5/9/2014	5/20/2016	\$294.20	\$1,005.13	\$688.36	
544	105863	Sijjkovic	Bezir	10/11/2013	1/3/2014	\$414.83	\$888.19	\$888.19	
545	23388	Simmons	John	1/18/2013	5/20/2016	\$1,215.13	\$3,666.97	\$1,215.13	
546	114568	Simms	William	11/20/2015	3/11/2016	\$0.00	\$451.45	\$223.07	
547	111778	Sims	Shaun	6/5/2015	7/3/2015	\$0.00	\$155.49	\$155.49	
548	114747	Stayton	David	8/28/2015	10/9/2015	\$0.00	\$61.41	\$61.41	
549	2630	Smale	Charles	1/18/2013	10/11/2013	\$457.66	\$1,378.30	\$457.66	

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\*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25

For Class at \$7.25 an Hour  
Minimum Wage  
Rate

For Class at \$8.25 an Hour Minimum Wage Rate  
Wage Rate  
Thereafter

For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour

TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00: \$174,445.45 \$708,747.28 \$278,236.68

Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
106103	Smallwood	Linn	1/30/2015	5/20/2016	\$0.00	\$2,108.50	\$498.49
112181	Smith	Alex	3/27/2015	5/20/2016	\$0.00	\$979.69	\$258.71
110015	Smith	Donna	9/11/2015	5/20/2016	\$0.00	\$578.50	\$0.00
3810	Smith	Willie	1/18/2013	1/3/2014	\$613.38	\$1,438.95	\$613.38
108547	Solano	Domingo	6/19/2015	5/20/2016	\$0.00	\$470.64	\$348.92
22804	Solymar	Istvan	7/19/2013	10/11/2013	\$303.84	\$703.70	\$703.70
3854	Sorae	Mladen	1/18/2013	11/8/2013	\$899.90	\$2,234.83	\$899.90
105304	Sorkin	Jack	1/18/2013	3/20/2013	\$336.28	\$891.32	\$336.28
3770	Sorrosa	Juan	1/18/2013	5/24/2013	\$339.58	\$915.65	\$339.58
2638	Soto	Jacob	1/18/2013	5/20/2016	\$137.41	\$2,227.64	\$137.41
3055	Spilmon	Mark	1/18/2013	9/13/2013	\$1,144.91	\$2,685.52	\$1,144.91
108034	Stagg	Charles	8/16/2013	10/24/2014	\$0.00	\$137.74	\$137.74
111364	Stanley	John	5/23/2014	7/18/2014	\$286.26	\$748.28	\$748.28
109013	Stearns	Thomas	5/10/2013	9/13/2013	\$528.37	\$1,240.82	\$1,022.30
3757	Steck	Gregory	1/18/2013	5/20/2016	\$3,176.83	\$9,037.34	\$3,176.83
3185	Stevenson	John	1/18/2013	12/6/2013	\$777.20	\$2,424.66	\$777.20
22785	Stewart	Victor	1/1/2016	5/20/2016	\$0.00	\$202.28	\$64.22
3872	Stockton	Clarence	1/18/2013	5/20/2016	\$1,006.20	\$3,958.98	\$1,006.20
104248	Suddarth	Robert	11/6/2015	5/20/2016	\$0.00	\$213.74	\$39.85
19032	Tafesh	Alfred	4/18/2013	4/18/2013	\$0.00	\$12.45	\$12.45
25450	Tafesh	George	5/8/2015	5/20/2016	\$0.00	\$165.36	\$0.00

	A	B	C	D	E	F	G	H	I
	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25								
1	For Class at \$7.25 an Hour Minimum Wage Rate								
2	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter								
3	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00: \$174,445.45 \$702,747.28 \$278,236.60								
	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
571	102400	Talley	George	1/18/2013	9/25/2015	\$0.00	\$0.00	\$0.00	
572	112063	Tapia-Vergara	Agustin	1/17/2014	11/6/2015	\$587.64	\$1,338.46	\$1,083.51	
573	109384	Tarango	Jose	9/25/2015	5/20/2016	\$0.00	\$129.22	\$11.46	
574	111807	Taylor	Brent	1/17/2014	4/25/2014	\$632.29	\$1,285.07	\$1,203.57	
575	109745	Taylor	David	9/13/2013	5/20/2016	\$324.21	\$1,515.55	\$655.21	
576	111463	Taylor	Fredrick	5/22/2015	5/20/2016	\$10.73	\$1,848.94	\$509.41	
577	31977	Taylor	Marvin	2/28/2014	7/18/2014	\$714.56	\$1,547.43	\$1,314.02	
578	18537	Tewolde	Mekonen	3/13/2015	9/25/2015	\$0.00	\$309.81	\$156.57	
579	102232	Thetpreak	Lou	11/21/2014	2/26/2016	\$0.00	\$137.20	\$136.36	
580	31400	Thomas	Cator	6/7/2013	8/2/2013	\$427.93	\$856.81	\$856.81	
581	113503	Thomas	Edward	4/8/2016	5/20/2016	\$0.00	\$0.00	\$0.00	
582	104732	Thomas	Hasan	8/16/2013	9/27/2013	\$247.81	\$529.53	\$529.53	
583	23143	Thomas	Marc	2/27/2015	5/20/2016	\$0.00	\$1,065.64	\$322.88	
584	3667	Thompson	Glen	1/18/2013	5/20/2016	\$1,309.08	\$5,240.94	\$1,309.08	
585	27963	Thompson	Michael	1/18/2013	5/20/2016	\$747.63	\$4,362.36	\$747.63	
586	115805	Thomson	Michael	5/6/2016	5/20/2016	\$0.00	\$99.97	\$99.97	
587	29040	Timko	Robert	8/16/2013	9/27/2013	\$224.07	\$499.05	\$499.05	
588	24619	Tiraborelli	Michael	1/18/2013	9/25/2015	\$31.32	\$294.32	\$31.32	
589	110796	Toka	Tamas	6/7/2013	8/16/2013	\$445.88	\$970.12	\$970.12	
590	114361	Toledano	Alexis	8/28/2015	5/20/2016	\$0.00	\$70.76	\$30.40	
591	105196	Torres	Dorothy	2/26/2016	5/20/2016	\$0.00	\$537.75	\$453.60	

	A	B	C	D	E	F	G	H	I
	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25								
1	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00: \$174,445.45 \$278,236.68								
2	90 day Waiting Period								
	Total pay below 7.25 per hour in each pay period 8.25 per hour in each pay period 5/31/2014								
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date				
592	22120	Travis	Brian	1/18/2013	10/9/2015	\$80.19	\$303.47	\$80.19	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
593	107060	Trujillo-Campos	Bernardino	11/20/2015	5/20/2016	\$0.00	\$1,092.69	\$428.17	
594	104747	Trump	Robert	5/23/2014	11/6/2015	\$211.10	\$2,887.31	\$559.57	
595	103413	Tsegaye	Mihret	9/13/2013	9/13/2013	\$51.23	\$108.00	\$108.00	
596	32039	Tsilipakos	Emmanuel	5/20/2016	5/20/2016	\$0.00	\$0.00	\$0.00	
597	20386	Tucker	Carl	9/12/2014	3/25/2016	\$0.00	\$437.72	\$234.67	
598	3207	Tucker	Kenion	1/18/2013	6/21/2013	\$420.75	\$1,156.23	\$420.75	
599	22597	Turner	James	8/14/2015	5/20/2016	\$0.00	\$71.04	\$27.58	
600	110836	Uba	China	4/25/2014	5/20/2016	\$201.50	\$1,376.57	\$546.61	
601	3792	Urbanski	Anthony	1/18/2013	10/24/2014	\$399.26	\$2,335.90	\$399.26	
602	112175	Utorov	Eduard	8/1/2014	10/10/2014	\$0.00	\$328.96	\$282.28	
603	18577	Vaghefi	Alex	11/21/2014	8/28/2015	\$0.00	\$187.25	\$72.56	
604	111338	Vallente	Pedro	2/27/2015	5/20/2016	\$0.00	\$1,345.65	\$319.79	
605	109971	Varga	Tamas	4/22/2016	5/20/2016	\$0.00	\$156.24	\$156.24	
606	108223	Vargas	Rodrigo	3/11/2016	3/25/2016	\$0.00	\$0.00	\$0.00	
607	114386	Vargo	Alan	5/22/2015	7/17/2015	\$0.00	\$336.21	\$336.21	
608	113920	Vargo	Keli	1/30/2015	5/20/2016	\$0.00	\$1,700.30	\$413.41	
609	30238	Vazquez	Rene	1/15/2016	3/11/2016	\$0.00	\$0.00	\$0.00	
610	3721	Viado	Ramon	1/18/2013	10/9/2015	\$332.24	\$2,516.58	\$332.24	
611	30850	Villareal	Edward	4/10/2015	5/22/2015	\$0.00	\$21.65	\$21.65	
612	104958	Volchek	Boris	12/5/2014	1/29/2016	\$0.00	\$318.79	\$176.74	



	A	B	C	D	E	F	G	H	I
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				For Class at \$7.25 an Hour Minimum Wage Rate				For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT LEAST \$10.00:				\$174,445.45				\$278,236.68
3	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014	
613	3796	Vongthep	Christopher	1/18/2013	4/8/2016	\$1,101.22	\$4,078.29	\$1,101.22	
614	109475	Vonkageler	Mark	9/27/2013	10/25/2013	\$130.27	\$257.28	\$257.28	
615	26860	Wainaina	Erck	4/22/2016	5/20/2016	\$0.00	\$84.86	\$84.86	
616	31413	Wainwright	Gilbert	8/1/2014	9/25/2015	\$0.00	\$972.31	\$318.92	
617	28448	Walker	Arthur	2/19/2013	2/19/2013	\$114.57	\$252.97	\$114.57	
618	3058	Wallace	James	1/18/2013	1/15/2016	\$0.00	\$213.92	\$0.00	
619	3820	Wallace	Roy	1/18/2013	5/20/2016	\$1,946.36	\$7,712.70	\$1,946.36	
620	100619	Walls	Charles	4/24/2015	5/20/2016	\$0.00	\$644.31	\$133.40	
621	105823	Ward	Robert	1/17/2014	6/19/2015	\$0.00	\$898.26	\$346.75	
622	3766	Warner	Terrance	1/18/2013	2/14/2013	\$116.84	\$294.34	\$116.84	
623	113891	Washington	Kenneth	2/13/2015	2/12/2016	\$0.00	\$1,792.72	\$309.42	
624	102804	Way	Amos	12/18/2015	5/20/2016	\$0.00	\$637.56	\$158.18	
625	109248	Waymark	Thomas	2/27/2015	10/9/2015	\$0.00	\$1,260.85	\$434.80	
626	3496	Weaver	Genie	1/18/2013	5/20/2016	\$863.70	\$4,087.12	\$863.70	
627	109066	Webster	Brock	12/6/2013	1/17/2014	\$254.41	\$594.01	\$594.01	
628	115284	Weiss	Arthur	1/1/2016	1/29/2016	\$0.00	\$117.70	\$117.70	
629	2785	Welborn	Paul	1/15/2013	5/20/2016	\$322.42	\$1,080.36	\$322.42	
630	111878	White	Pinest	5/8/2014	6/6/2014	\$153.22	\$356.23	\$356.23	
631	113682	Wible	Gregory	6/5/2015	5/20/2016	\$0.00	\$859.91	\$235.21	
632	13237	Wideman	Timothy	8/16/2013	9/13/2013	\$0.00	\$115.11	\$115.11	
633	3947	Wing	Roland	1/18/2013	2/1/2013	\$81.95	\$170.42	\$81.95	



# EXHIBIT "H"

1 Esther C. Rodriguez, Esq.  
Nevada Bar #6473  
2 RODRIGUEZ LAW OFFICES, P.C.  
10161 Park Run Drive, Suite 150  
3 Las Vegas, Nevada 89145  
[info@rodriguezlaw.com](mailto:info@rodriguezlaw.com)  
4 Telephone: 702-320-8400  
Facsimile 702-320-8401  
5 *Attorneys for Defendant*

6 UNITED STATES DISTRICT COURT  
7 DISTRICT OF NEVADA

8 JASMINKA DUBRIC, an individual,  
9 Plaintiff,

10 vs.

11 A CAB, LLC, a Nevada Limited Liability Company;  
12 CREIGHTON J. NADY, an individual, and DOES 1  
through 20,  
13 Defendants.

14 CREIGHTON J. NADY, an individual,  
15 Counterclaimant,

16 vs.

17 JASMINKA DUBRIC, an individual,  
18 Counterdefendant.

Case No. 2:15-cv-02136-RCJ-CWH

ANSWER AND AMENDED  
COUNTERCLAIM

20 Defendant CREIGHTON J. NADY ("Defendant"), by and through his attorney ESTHER C.  
21 RODRIGUEZ, ESQ., of RODRIGUEZ LAW OFFICES, P.C., and by way of Answer to Plaintiff's  
22 Complaint, says the following:

23 PARTIES

24 1. Answering Paragraph 1 of the Complaint, Defendant is without sufficient information  
25 or knowledge to form a belief as to such allegations and therefore denies the same.

26 2. Answering Paragraph 2 of the Complaint, Defendant admits that A Cab, LLC is a  
27 Nevada Series LLC.

28 3. Answering Paragraph 3 of the Complaint, Defendant denies the allegations contained

1 therein.

2 4. Answering Paragraph 4 of the Complaint, Defendant admits that Defendant Nady is a  
3 Nevada resident, and is the managing member of A Cab, LLC. Defendant denies the remainder of  
4 the allegations contained therein.

5 **JURISDICTION AND VENUE**

6 5. Answering Paragraph 5 of the Complaint, Defendant is without sufficient information  
7 or knowledge to form a belief as to the allegations and therefore denies the same.

8 6. Answering Paragraph 6 of the Complaint, Defendant is without sufficient information  
9 or knowledge to form a belief as to the allegations and therefore denies the same.

10 **ADMINISTRATIVE PREREQUISITES**

11 7. Answering Paragraph 7 of the Complaint, Defendant is without sufficient information  
12 or knowledge to form a belief as to the allegations and therefore denies the same, particularly as no  
13 Exhibit 1 was attached to the Complaint as stated.

14 **STATEMENT OF FACTS**

15 8. Answering Paragraph 8 of the Complaint, Defendant admits that Plaintiff began  
16 working as a taxi cab driver for the employee leasing company on or about March 10, 2001.

17 9. Answering Paragraph 9 of the Complaint, Defendant denies the allegations contained  
18 therein.

19 10. Answering Paragraph 10 of the Complaint, Defendant denies the allegations  
20 contained therein.

21 11. Answering Paragraph 11 of the Complaint, Defendant admits that Plaintiff was  
22 offered an opportunity to work as a Road Supervisor. Defendant denies the remainder of the  
23 allegations contained therein.

24 12. Answering Paragraph 12 of the Complaint, Defendant denies the allegations  
25 contained therein.

26 13. Answering Paragraph 13 of the Complaint, Defendant denies the allegations  
27 contained therein.

28 14. Answering Paragraph 14 of the Complaint, Defendant admits that Plaintiff failed to

1 perform adequately as a Road Supervisor and was allowed to continue in her position as a taxi cab  
2 driver. Defendant denies the remainder of the allegations contained therein.

3 15. Answering Paragraph 15 of the Complaint, Defendant admits that Plaintiff resigned  
4 from her job. Defendant denies the remainder of the allegations contained therein.

5 **FIRST CLAIM FOR RELIEF**

6 **Sexual Harassment - Hostile Work Environment**

7 **in Violation of Title VII, 42 U.S.C. § 2000e *et seq.***

8 **(Against A Cab Only)**

9 16. Defendant repeats and realleges its answers to the allegations contained Paragraphs 1  
10 through 16 of the Complaint as though fully set forth herein.

11 17. As Paragraphs 17-20 are not alleged against this Defendant, no response is necessary.  
12 In the event a Response is deemed necessary, Defendant denies the allegations contained in these  
13 paragraphs.

14 **SECOND CLAIM FOR RELIEF**

15 **Sexual Harassment - Quid Pro Quo**

16 **in Violation of Title VII, 42 U.S.C. § 2000e *et seq.***

17 **(Against A Cab Only)**

18 18. Defendant repeats and realleges its answers to the allegations contained Paragraphs 1  
19 through 21 of the Complaint as though fully set forth herein.

20 19. As Paragraphs 22-27 are not alleged against this Defendant, no response is necessary.  
21 In the event a Response is deemed necessary, Defendant denies the allegations contained in these  
22 paragraphs.

23 **THIRD CLAIM FOR RELIEF**

24 **Retaliation in Violation of Title VII, 42 U.S.C. § 2000e *et seq.***

25 **(Against A Cab Only)**

26 20. Defendant repeats and realleges its answers to the allegations contained Paragraphs 1  
27 through 28 of the Complaint as though fully set forth herein.

28 21. As Paragraphs 29-33 are not alleged against this Defendant, no response is necessary.

1 In the event a Response is deemed necessary, Defendant denies the allegations contained in these  
2 paragraphs.

3 FOURTH CLAIM FOR RELIEF

4 Intentional Infliction of Emotional Distress

5 (Against All Defendants)

6 22. Defendant repeats and realleges its answers to the allegations contained Paragraphs 1  
7 through 34 of the Complaint as though fully set forth herein.

8 23. Answering Paragraph 35, Defendant denies the allegations contained therein.

9 23. Answering Paragraph 36, Defendant denies the allegations contained therein.

10 24. Answering Paragraph 37, Defendant denies the allegations contained therein.

11 25. Answering Paragraph 38, Defendant denies the allegations contained therein.

12 FOURTH (sic) CLAIM FOR RELIEF

13 Battery

14 (Against All Defendants)

15 26. Defendant repeats and realleges its answers to the allegations contained Paragraphs 1  
16 through 39 of the Complaint as though fully set forth herein.

17 27. Answering Paragraph 40, Defendant denies the allegations contained therein.

18 28. Answering Paragraph 41, Defendant denies the allegations contained therein.

19 29. Answering Paragraph 42, Defendant denies the allegations contained therein.

20 30. Answering Paragraph 43, Defendant denies the allegations contained therein.

21 PRAYER FOR RELIEF

22 Plaintiff's prayer for relief requires no response. However, to the extent Plaintiff's prayer  
23 asserts allegations, Defendant denies each and every allegation in the prayer for relief.

24 AFFIRMATIVE DEFENSES

25 FIRST AFFIRMATIVE DEFENSE

26 As a first separate and affirmative defense, Defendant alleges the Complaint fails to state a  
27 claim upon which relief can be granted.

28 ...



1                                    SECOND AFFIRMATIVE DEFENSE

2            As a second separate and affirmative defense, Defendant alleges Plaintiff has failed to  
3 mitigate her alleged damages.

4                                    THIRD AFFIRMATIVE DEFENSE

5            As a third separate and affirmative defense, Defendant is informed and believe and thereupon  
6 alleges that Plaintiff's claims are barred, in whole or in part, by the applicable statute(s) of  
7 limitations.

8                                    FOURTH AFFIRMATIVE DEFENSE

9            As a fourth separate and affirmative defense, Defendant alleges any relief to which Plaintiff  
10 may be entitled is barred by and/or limited by the after-acquired evidence doctrine.

11                                   FIFTH AFFIRMATIVE DEFENSE

12           As a fifth separate and affirmative defense, Defendant alleges Defendants acted in good  
13 faith, with justification, with probable cause and without malice towards Plaintiff, and that any  
14 employment actions taken concerning Plaintiff were for legitimate and non-discriminatory business  
15 reasons.

16                                   SIXTH AFFIRMATIVE DEFENSE

17           As a sixth separate and affirmative defense, Defendant alleges Defendants promulgated  
18 appropriate policies and exercised reasonable care to prevent and promptly correct any  
19 discriminatory, harassing or retaliatory behavior and that assuming *arguendo*, discrimination,  
20 retaliation and/or harassment occurred, Plaintiff unreasonably failed to properly avail herself of the  
21 preventive and/or corrective opportunities provided by Defendants.

22                                   SEVENTH AFFIRMATIVE DEFENSE

23           As a seventh separate and affirmative defense, Defendant allege Plaintiff has failed to set  
24 forth facts sufficient to support a claim for punitive damages or attorneys fees.

25                                   EIGHTH AFFIRMATIVE DEFENSE

26           As a eighth separate and affirmative defense, Defendant alleges Plaintiff has failed to exhaust  
27 her contractual, arbitration and/or administrative remedies.

28           ...



1 NINTH AFFIRMATIVE DEFENSE

2 As a ninth separate and affirmative defense, Defendant alleges assuming *arguendo*,  
3 discrimination, retaliation and/or harassment occurred, Defendant did not know, nor should he have  
4 known, of the allegedly discriminatory, retaliatory and/or harassing conduct.

5 TENTH AFFIRMATIVE DEFENSE

6 As a tenth separate and affirmative defense, Defendant alleges that if the actions of its former  
7 or current employees are found to be wrongful in any way, then those actions cannot be attributed to  
8 Defendant, that Defendant is not liable under concepts of Respondent Superior, nor is Defendant  
9 vicariously liable.

10 ELEVENTH AFFIRMATIVE DEFENSE

11 As an eleventh separate and affirmative defense, because the Complaint is couched in  
12 conclusory and vague terms, Defendant cannot fully anticipate all affirmative defenses that may be  
13 applicable to this case. Accordingly, Defendant hereby reserves the right to assert additional  
14 affirmative defenses.

15 TWELFTH AFFIRMATIVE DEFENSE

16 It has been necessary for Defendant to employ the services of an attorney to defend this  
17 action and a reasonable sum should be allowed as and for attorney's fees, together with the costs  
18 expended in this action.

19 WHEREFORE, Defendant prays as follows:

- 20 1. That Plaintiff take nothing by way of her Complaint;  
21 2. That Plaintiff's Complaint be dismissed with prejudice in its entirety and Judgment  
22 entered in favor of Defendant;  
23 3. That Defendant be awarded his attorneys' fees and cost; and

24 ...

25 ...

26 ...

27 ...

28 ...

4. For such other and further relief as this Court deems just and proper.

DATED this 26<sup>th</sup> day of April, 2016.

**RODRIGUEZ LAW OFFICES, P. C.**

By: /s/ Esther C. Rodriguez, Esq.  
Esther C. Rodriguez, Esq.  
Nevada State Bar No. 6473  
10161 Park Run Drive, Suite 130  
Las Vegas, Nevada 89145  
*Attorneys for Defendants*

**DEFENDANT'S AMENDED COUNTERCLAIM AGAINST PLAINTIFF**

COMES NOW, Defendant/Counterclaimant Creighton J. Nady (hereinafter "Nady" or "Counterclaimant"), by and through his attorney of record, ESTHER C. RODRIGUEZ, ESQ., of Rodriguez Law Offices, P.C., hereby amends his Counterclaim against Plaintiff/Counterdefendant Jasminka Dubric (hereinafter "Counterdefendant" or "Dubric") as follows:

**I.**

**SUMMARY**

1. In May of 2015, Dubric abandoned her employment with A Cab. Therefore, and pursuant to the policies and procedures identified in A Cab's Employee Handbook, Dubric was not scheduled for any further shifts after May 28, 2015. Since that time, Dubric has engaged in filing unfounded repeated complaints against Defendant with the U.S. Equal Employment Opportunity Commission, the State of Nevada Department of Employment, Training and Rehabilitation, Employment Security Division, a lawsuit in District Court and now this lawsuit. Dubric has engaged in slander, defamation, and libel against Creighton J. Nady by asserting, writing, and publicly stating unfounded and defamatory statements concerning Nady to third parties, including current and former employees of A Cab. As such, Nady is now forced to assert appropriate counterclaims against Dubric.

II.

PARTIES, VENUE, JURISDICTION AND GOVERNING LAW

2. At all times mentioned herein, Counterclaimant Creighton J. Nady is and was a resident of Clark County, Nevada.

3. At all times mentioned herein, it is believed Counterdefendant Jasminka Dubric, is and was a resident of Clark County, Nevada.

4. This Court has supplemental jurisdiction over these claims pursuant to 28 U.S.C. § 1367.

5. Venue is appropriate in this judicial district because both Plaintiff and Defendants reside and/or do business in the District of Nevada. Venue is also proper in this district because the acts and transactions that give rise to this action occurred, in substantial part, in the District of Nevada.

III.

GENERAL ALLEGATIONS

6. Counterclaimant incorporates by reference each and every allegation contained in paragraphs 1 through 5 of the Counterclaim as specifically set forth herein.

7. Dubric was employed with A Cab, LLC from June 12, 2013 through May 28, 2015 as a cab driver. For a portion of that time, she was also employed as a Road Supervisor.

8. On May 28, 2015, Dubric was taken off the schedule after resigning her position.

9. Dubric filed a claim for unemployment, but was denied benefits by the State of Nevada Employment Security Division on June 19, 2015 for refusing an offer of work for personal reasons.

10. Dubric appealed the denial, and proceeded to file a Charge of Discrimination with the Nevada Equal Rights Commission and/or Equal Employment Opportunity Commission on July 17, 2015, in which she stated she was subjected to un-welcomed physical touches, and harassed by Owner, Jay Nady.

11. Dubric filed this claim with the knowledge that her claim is false.

12. An appeal hearing on the denial of unemployment benefits occurred on July 27, 2015.

1 at which time Dubric asserted before the State Referee unfounded claims against Nady, including  
2 that she had been inappropriately touched, kissed, and sexually harassed by him.

3 13. In addition, since her separation Dubric has continued to disparage Nady by  
4 discussing her false allegations to current and former employees of A Cab, including drivers and  
5 dispatchers. Dubric has asserted these claims verbally and in writing with the knowledge that her  
6 claims are false.

7 14. As a result of these claims Dubric has made and continues to make, Counterclaimant  
8 has suffered damages, and is forced to defend, and continue to defend the actions, and to incur  
9 attorney fees and costs.

10 **FIRST CAUSE OF ACTION**

11 **(Defamation, Libel, Slander)**

12 15. Nady incorporates by reference each and every allegation contained in paragraphs 1  
13 through 14 of the Counterclaim as specifically set forth herein.

14 16. Dubric has made false and defamatory statements regarding Nady before third  
15 parties, including current and former drivers and dispatch employees of A Cab.

16 17. Dubric has published the false and defamatory statements to third persons and in  
17 public forums.

18 18. Dubric has intentionally engaged in issuing these false and defamatory statements,  
19 and injured Nady as a result thereof.

20 19. Nady has incurred damages as a result of the actions of Dubric, including but not  
21 limited to damage to reputation, emotional distress, and monetary damages to defend himself.

22 20. Nady, in fact, suffered and continues to suffer economic harm and damages, and  
23 harm to his reputation.

24 21. It has become necessary for Nady to retain the services of an attorney to defend  
25 against these claims and this subject lawsuit and to bring this Counterclaim. Accordingly, Nady is  
26 entitled to recover his reasonable attorney's fees and costs incurred therein.

27 ...

28 ...



# EXHIBIT "F"

1 TRAN  
2 CASE NO. A-15-721063-C  
3 DEPT. NO. 25  
4

5 DISTRICT COURT  
6 CLARK COUNTY, NEVADA

7 \* \* \* \* \*

8  
9 JASMINKA DUBRIC, )  
10 Plaintiff, )  
11 vs. )  
12 A CAB, LLC., )  
13 Defendant. )  
14 )  
15 )

REPORTER'S TRANSCRIPT  
OF  
STATUS CHECK SETTLEMENT

16  
17 BEFORE THE HONORABLE KATHLEEN DELANEY  
18 DISTRICT COURT JUDGE

19 DATED: TUESDAY, JANUARY 17, 2017  
20  
21  
22  
23

24 REPORTED BY: SHARON HOWARD, C.C.R. NO. 745  
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APPEARANCES:

For the Plaintiff:                   LEON GREENBERG, ESQ.

   TRENT RICHARDS, ESQ.

For the Defendant:                   ESTER RODRIGUEZ, ESQ.

\* \* \* \* \*



1 LAS VEGAS, NEVADA; TUESDAY, JANUARY 17, 2017

2 P R O C E E D I N G S

3 \* \* \* \* \*

4  
5 THE COURT: Page 2, Jasminka Dubric vs. A Cab,  
6 LLC., status check on settlement conference.

7 MS. RODRIGUEZ: Good morning, your Honor. Ester  
8 Rodriguez for Defendant. And with me I have Mr. J. Nady,  
9 the owner, as well as his wife is present, Laura Nady.

10 THE COURT: Good morning.

11 MR. RICHARD: Good morning, your Honor. Trent  
12 Richards for Plaintiff.

13 THE COURT: Good morning.

14 MR. GREENBERG: Good morning, your Honor. I'm  
15 Leon Greenberg. I'm class counsel in the Murray case. I  
16 filed a report with the court on Friday.

17 THE COURT: Yes, we did see that. Thank you, Mr  
18 Greenberg.

19 MR. GREENBERG: The only purpose of my appearance  
20 here, your Honor, is to urge that your Honor have these  
21 parties bring their request to Department 18 for the Murray  
22 case before they present it to your Honor. Because we do  
23 have an earlier case. I was certified as class counsel. As  
24 I've pointed out to the court there is an existing  
25 injunction against any of the class members I represent

1 settling their claims. Which is what's supposed to be  
2 presented to your Honor for approval.

3 So from a procedural and jurisdictional perspective,  
4 your Honor, to prevent any confusion, cross-circuits, any  
5 difficulties here, these parties should bring their proposal  
6 to the judge overseeing the Murray case, or at least get  
7 approval from that judge to bring it to you before it's  
8 presented to your Honor. Otherwise, without that first  
9 step, your Honor, it's an invitation here to have  
10 conflicting decisions issued by concurrent judges of this  
11 court over the same subject matter.

12 I'm not here to debate the merits of what they're  
13 proposing. That's not before your Honor at this time. I  
14 understand that. It's strictly, again, a procedural,  
15 jurisdictional issue that I want to bring to the court's  
16 attention.

17 THE COURT: I'm going to hear from counsel in just  
18 a second. I just wanted to raise the issue that we had some  
19 discussion about this when we were here previously and there  
20 was an objection raised by Ms. Rodriguez to your associate  
21 speaking at that time. I did allow that information to be  
22 brought forward, just so that we had the complete record.

23 I -- maybe I'm confusing and conflating the record,  
24 because that was in reference to Judge Corey's case.

25 MR. GREENBERG: Judge Corey has the case or did

1 have the case. It was recently transferred to Department  
2 18. We will be appearing actually in Department 18 on a  
3 motion for partial summary judgment on behalf of the  
4 class.

5 THE COURT: I'm not sure who you're appearing in  
6 front of, because at this point we're talking senior judges  
7 there.

8 MR. GREENBERG: That's correct, your Honor.

9 I don't know who is going be overseeing the case.  
10 We have a hearing on February 7th. In fact this very issue  
11 was before Judge Corey on January 3rd, when the case was  
12 transferred to Department 18. We will be before Department  
13 18 on a motion for sanctions against Defendants for  
14 proceeding in this fashion, because they are, in my view,  
15 violating a pre-existing injunction, and for other relief,  
16 your Honor. There is a number of issues pending. The case  
17 has been pending since 2012. We will be there in 3 weeks to  
18 have these issues reviewed by the court in the Murray  
19 case.

20 It's complicated, your Honor. I'm not here to burden  
21 your Honor with all the details and get into the merits. As  
22 I said, my point is simply rather than have a submission to  
23 your Honor, as being contemplated by the parties made here,  
24 have the court be burdened with that, it would make sense to  
25 have this issue decided or at least passed over in the

1 Murray case before it's brought to your Honor.

2 THE COURT: Well --

3 MR. GREENBERG: That's my whole purpose of being  
4 here, your Honor.

5 THE COURT: I'll come back to Ms. Rodriguez first  
6 and I want to hear from Mr. Richards.

7 It seems like, as you indicated, you're not  
8 seeking to necessarily debate the merits of it here, but it  
9 seems like it's attempting to move it over there to debate  
10 the merits.

11 One of the discussions we had previously was we  
12 did ask the parties to look at that case and look at that  
13 decision -- or we assumed there perhaps would be a  
14 decision -- but look at that matter and see if it had any  
15 effect on the outcome here. And I want to hear Counsel's  
16 take on that.

17 Ms. Rodriguez.

18 MS. RODRIGUEZ: Thank you, your Honor.

19 First of all, I would like to reiterate my  
20 objection to the court entertaining any argument, which I  
21 think you just heard, from an unrelated party. The court  
22 extended the courtesy in allowing Mr. Greenberg's associate  
23 to speak the last time, and, of course, he's taken that a  
24 step further by filings pleadings in this case, as well as  
25 now appearing to make argument. He's not made a notice of

1 appearance in this case. He's not made any steps to  
2 intervene. So I continues to object.

3 I think Mr. Richards will join me in that objection in  
4 allowing him to address the court in this matter. It's  
5 completely unrelated what's happening before Judge Barker.  
6 But, of course, you know, he's bringing arguments as to  
7 motions for sanctions. We have motions to dismiss parts of  
8 his claim as well pending before Judge Barker. So that's a  
9 whole separate case.

10 We are only here before your Honor this morning for a  
11 status check. Mr. Richards and I have been working  
12 extensively get a rather large motion for certification and  
13 settlement, and we're prepared to file that today but we  
14 found a typo that we went out to discuss and it will be  
15 filed today. We want to get this heard as soon as possible.  
16 We -- there is no motion. There is no injunction as  
17 Mr. Greenberg has represented that has yet to be heard. I  
18 thought it was set for February 7th or 8th, as opposed to  
19 the date --

20 THE COURT: You have your other case number,  
21 Mr. Greenberg. Actually, I have it. It's 669926.

22 MR. GREENBERG: That's correct. The year is 2012.

23 THE COURT: Let's confirm the date of when that's  
24 going forward. I have my idea of my plan.

25 MS. RODRIGUEZ: I think it's February 7th.

1           THE COURT: A-669926 -- if you wish to know who  
2 you will be in front of there, I think you can contact the  
3 senior judge's department on the Monday of that week and  
4 figure out who is assigned. I don't know who's covering  
5 Judge Barker's calendars, as he's now retired.

6           Mr. GREENBERG: Our motion is pending on the 14th  
7 and the 7th as well.

8           THE COURT: Mr. Richards, what would you like to  
9 add for our record this morning.

10          MR. RICHARDS: I'm not sure I have much to add.  
11 We're before your Honor this morning on status check, which  
12 stemmed really from this court granting a stay of this  
13 matter and ordering us to a settlement conference.

14          I filed a brief with your Honor to try to bring your  
15 Honor up to speed on where the case was at, including where  
16 it's at in relation to the other case.

17          Where we're at right now is the parties went to  
18 settlement conference. We were able to reach a settlement  
19 of the matter. We do have the motion -- joint motion  
20 prepared on that issue, but there was a typo. We'll get  
21 that fixed.

22          THE COURT: The court will allow the motion to be  
23 filed and get that set and give due consideration to the  
24 declaration as was styled and submitted by Mr. Greenberg.  
25 But it is still the courts mindset that absent something

1     that has been -- absent something exiting that has not yet  
2     been brought to the court's attention that would be  
3     compelling, that this matter potentially could proceed and  
4     would proceed based on the motion that has been filed.

5             I will give everything due consideration prior to our  
6     return court date. I can't file over the bench, otherwise I  
7     would do so and give you the date. Unless somehow you put  
8     it on OST that I could consider and then set it out. But if  
9     you're going to correct the typo and file electronically,  
10    it's going to get set in the normal course, and we'll  
11    address it then.

12            I don't know what may develop by the time that gets  
13    set, what may develop Mr. Greenberg in your other matter,  
14    what may development in your other matter. We will, as I  
15    said, give everything due consideration. But it has not  
16    been my review up to this point, in all candor, that there  
17    is an impediment to proceeding with this matter, based on  
18    the other case. I will be mindful of everything that's been  
19    raised.

20            MR. GREENBERG: We understand, your Honor. Thank  
21    you for consider this. I appreciate you considering this  
22    matter further on a fuller briefing.

23            THE COURT: May I have primary counsel in the case  
24    up at the bench, please.

25                    (Discussion held at the bench.)

1 THE COURT: Thank you all. Have a good day.

2 MR. RICHARDS: Thank you.

3 MR. GREENBERG: Thank you, Judge.

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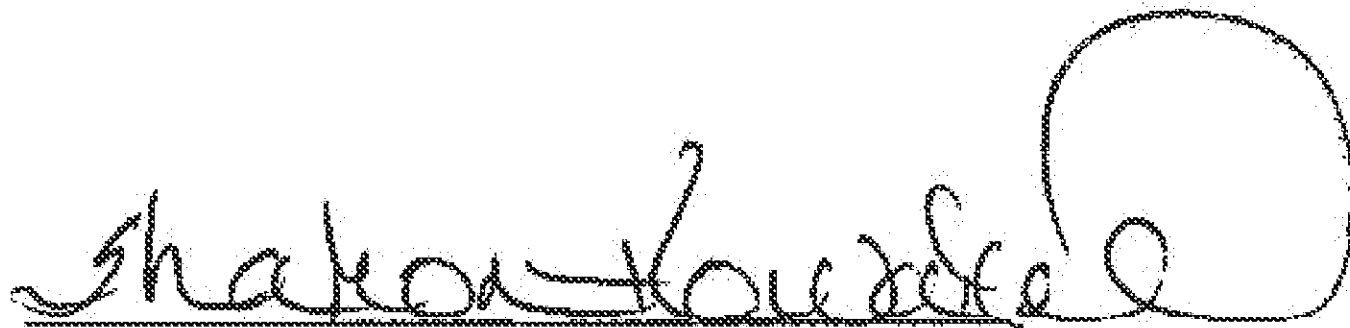


1 CERTIFICATE  
2 OF  
3 CERTIFIED COURT REPORTER

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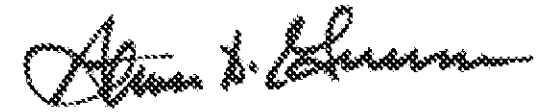
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8 I, the undersigned certified court reporter in and for the  
9 State of Nevada, do hereby certify:

10  
11 That the foregoing proceedings were taken before me at the  
12 time and place therein set forth; that the testimony and all  
13 objections made at the time of the proceedings were recorded  
14 stenographically by me and were thereafter transcribed under  
15 my direction; that the foregoing is a true record of the  
16 testimony and of all objections made at the time of the  
17 proceedings.

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23  
24 Sharon Howard  
25 C.C.R. #745

# EXHIBIT "G"



CLERK OF THE COURT

MAMA  
Esther C. Rodriguez, Esq.  
Nevada Bar No. 6473  
RODRIGUEZ LAW OFFICES, P.C.  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
702-320-8400  
[info@rodriguezlaw.com](mailto:info@rodriguezlaw.com)

Michael K. Wall, Esq.  
Nevada Bar No. 2098  
Hutchinson & Steffen, LLC  
10080 West Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
702-385-2500  
[mwall@hutchlegal.com](mailto:mwall@hutchlegal.com)  
*Attorneys for Defendants*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

MICHAEL MURRAY and MICHAEL RENO,  
Individually and on behalf of others similarly  
situated,

Case No.: A-12-669926-C  
Dept. No. I

Plaintiffs,

vs.

A CAB TAXI SERVICE LLC and A CAB, LLC,  
and CREIGHTON J. NADY,

Defendants.

**DEFENDANTS' MOTION FOR LEAVE TO AMEND ANSWER**

**TO ASSERT A THIRD-PARTY COMPLAINT**

Defendants A Cab, LLC and Creighton J. Nady, by and through their attorneys of record,  
and pursuant to NRCP 10(a) and NRCP 15, hereby move for leave to amend their Answer to Assert  
a Third Party Complaint against Leon Greenberg, Esq., Leon Greenberg Professional Corporation,  
and Dana Sniegocki, Esq.

...

...

This Motion is based upon the pleadings and papers on file, the attached Memorandum of Points and Authorities, and any oral argument that may be entertained at the hearing of this Motion.

DATED this 29<sup>th</sup> day of November, 2016.

**RODRIGUEZ LAW OFFICES, P. C.**

By: /s/ Esther C. Rodriguez, Esq.  
Esther C. Rodriguez, Esq.  
Nevada State Bar No. 6473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
*Attorneys for Defendants*

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that Plaintiffs will bring the foregoing Motion on for hearing before this Court on the 3 day of JAN, 201<sup>7</sup>, @ 9 AM, or as soon thereafter as counsel may be heard.

DATED this 29<sup>th</sup> day of November, 2016.

**RODRIGUEZ LAW OFFICES, P. C.**

By: /s/ Esther C. Rodriguez, Esq.  
Esther C. Rodriguez, Esq.  
Nevada State Bar No. 006473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
*Attorneys for Plaintiffs*

**I.**

**POINTS AND AUTHORITIES**

**1. The Requested Amendments Conform to the Evidence**

A proposed amended answer with third-party complaint is attached for the Court's review at Exhibit 1. The requested amendments are tailored to conform to the evidence obtained during the discovery period. The requested amendment is to assert a third-party complaint against those persons and entities which have engaged in champerty, and seek to profit from the continued litigation of others.

1 As the Nevada Supreme Court stated in *Schwartz v. Eliades*, 939 P.2d 1034, 113 Nev. 586  
2 (1997):

3 "A champertous agreement is one in which a person without interest in another's  
4 litigation undertakes to carry on the litigation at his own expense, in whole or in part,  
5 in consideration of receiving, in the event of success, a part of the proceeds of the  
6 litigation." *Martin v. Morgan Drive Away, Inc.*, 665 F.2d 598, 603 (5th Cir.1982),  
7 cert. dismissed, 458 U.S. 1122, 103 S.Ct. 5, 73 L.Ed.2d 1394 (1982). "To maintain  
8 the suit of another is now, and always has been, held to be unlawful, unless the  
9 person maintaining has some interest in the subject of the suit." *Lum v. Stinnett*, 87  
10 Nev. 402, 408, 488 P.2d 347, 350 (1971) (citing *Gruber v. Baker*, 20 Nev. 453, 23 P.  
11 858, 862 (1890)). "Where a person promoting the suit of another has any interest  
12 whatever, legal or equitable, in the thing demanded, ... he is in effect also a suitor  
13 according to the nature and extent of his interest." *McIntosh v. Harbour Club Villas*  
14 *Condominium*, 421 So.2d 10, 11 (Fla.Dist.Ct.App.1982). *Schwartz v. Eliades*, 939  
15 P.2d at 1036.

16 See also, *Vosberg Equipment v. Zupancic*, 737 P.2d 522, 103 Nev. 266 (1987) stating:

17 In 1890 this court held that even in the absence of statute it was, under the common  
18 law of England, unlawful to "maintain the suit of another" unless the person  
19 maintaining the suit "has some interest in the subject of the suit." *Gruber v. Baker*,  
20 Nev. 453, 469, 23 P. 858 (1890). In *Lum v. Stinnett*, 87 Nev. 402, 408, 488 P.2d  
21 347, 350 (1971), we recognized the "common law offense of maintenance" as  
22 existing "when a person without interest in a suit officiously intermeddles therein by  
23 assisting either party with money or otherwise to prosecute or defend it." Champerty  
24 is maintenance with the additional feature of an agreement for the payment of  
25 compensation or personal profit from the subject of the suit. *Lum v. Stinnett*, 87  
26 Nev. at 408, 488 P.2d at 350. *Vosberg Equipment v. Zupancic*, 737 P.2d at 523.

27 In the present case, the evidence has demonstrated that Third-Party Defendants Greenberg,  
28 Leon Greenberg Professional Corporation, and Sniegocki are not acting on behalf of their clients'

1 interests, but rather are seeking to profit themselves from prolonged litigation and a fee-shifting  
2 mechanism. The depositions and discovery responses of the named Plaintiffs, Michael Murray and  
3 Michael Reno, make it clear that both had no interest in the litigation, had no understanding of the  
4 litigation, and had merely signed up when solicited by Third-Party Defendants.

5 Further, when Defendant made a good faith attempt to resolve the claim, at a value  
6 exceeding 10 times the value of the claim, the clients were not made aware of such offers. Third-  
7 Party Defendants had no interest in what was best for the Plaintiffs, but rather stood to obtain  
8 further financial gain by prolonging the litigation and escalating attorney fees in a fee-shifting type  
9 case.

10 Most recently, Third-Party Defendant Greenberg confirmed that he will not engage in any  
11 mediation or alternative type of resolution, nor will he disclose a settlement demand. Further,  
12 Third-Party Defendants have now commenced interfering with Third-Party Plaintiffs' ability to  
13 resolve and negotiate other matters with other employees.

14 Therefore, Third-Party Plaintiffs assert they have a right to contribution and indemnity for  
15 the damages caused by Third-Party Defendants' purposeful escalation of damages. A defendant is  
16 permitted to defend the case and at the same time assert his right of indemnity against the party  
17 ultimately responsible for the damage. *Reid v. Royal Ins. Co.*, 80 Nev. 137, 390 P.2d 45 (1964).

18 Also telling is that Third-Party Defendants have continued to drag out the litigation asking  
19 for extension after extension with the Court, indicating they need more time to prepare, and  
20 compelling discovery which they then do not utilize. In reality, they are prolonging the litigation to  
21 continue advertising and attempting to recruit more clients by stating, "**there is no set deadline for**  
22 **this case to be finished.**" *Third-Party Defendants' website advertising page, Exhibit 2.* The  
23 website and ad is targeted directly to Third-Party Plaintiffs A Cab's employees, and in fact is  
24 labeled "**A Cab Driver's Page.**" *Exhibit 2.*

25 **2. NRCP 14 and NRCP 15 Support That Leave to Amend Should Be Granted.**

26 At any time after commencement of the action a defending party, as a third-party plaintiff,  
27 may cause a summons and complaint to be served upon a person not a party to the action who is or  
28 may be liable to the third-party plaintiff for all or part of the plaintiff's claim against the third-party

1 plaintiff. **NRCP 14.** A party may amend the party's pleading only by leave of court or by written  
2 consent of the adverse party; and leave shall be freely given when justice so requires. **NRCP 15.**

3 In the absence of any apparent or declared reason - such as undue delay, bad faith or dilatory  
4 motive on the part of the movant - the leave to amend should be freely given. *Stephens v. Southern*  
5 *Nev. Music Co.*, 89 Nev. 104, 507 P.2d 138 (1973). Here, there has been no bad faith in seeking  
6 these amendments. In fact, Defendants are seeking these amendments well in advance of the new  
7 deadlines extended by the Court and the Discovery Commissioner. See DCRR extending deadlines  
8 at Plaintiffs' request at **Exhibit 3**. As recent as the status check of November 17, 2016, the  
9 Discovery Commissioner further extended deadlines, making the recommended Close of Discovery  
10 April 28, 2017. Therefore, the proposed amendment will not affect the discovery deadlines or trial  
11 date.

## 12 II.

### 13 CONCLUSION

14 For the foregoing, Defendants respectfully request that this Court grant Defendants leave to  
15 amend and permission to file the Third Amended Complaint attached hereto as **Exhibit 1**.

16 DATED this 29<sup>th</sup> day of November, 2016.

17 **RODRIGUEZ LAW OFFICES, P. C.**

18  
19 By: /s/ Esther C. Rodriguez, Esq.

20 Esther C. Rodriguez, Esq.  
21 Nevada State Bar No. 6473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
22 *Attorneys for Defendants*  
23  
24  
25  
26  
27  
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29<sup>th</sup> day of November, 2016, I electronically filed the foregoing with the Eighth Judicial District Court Clerk of Court using the E-file and Serve System which will send a notice of electronic filing to the following:

Leon Greenberg, Esq.  
Leon Greenberg Professional Corporation  
2965 South Jones Boulevard, Suite E4  
Las Vegas, Nevada 89146  
*Counsel for Plaintiff*

/s/ Susan Dillow  
An Employee of Rodriguez Law Offices, P.C.



EXHIBIT 1

EXHIBIT 1

1 AANS  
2 Esther C. Rodriguez, Esq.  
3 Nevada Bar No. 6473  
4 RODRIGUEZ LAW OFFICES, P.C.  
5 10161 Park Run Drive, Suite 150  
6 Las Vegas, Nevada 89145  
7 702-320-8400  
8 [info@rodriguezlaw.com](mailto:info@rodriguezlaw.com)

9 Michael K. Wall, Esq.  
10 Nevada Bar No. 2098  
11 Hutchinson & Steffen, LLC  
12 10080 West Alta Drive, Suite 200  
13 Las Vegas, Nevada 89145  
14 702-385-2500  
15 [mwall@hutchlegal.com](mailto:mwall@hutchlegal.com)  
16 *Attorneys for Defendants*

11 DISTRICT COURT  
12 CLARK COUNTY, NEVADA

13 MICHAEL MURRAY and MICHAEL RENO,  
14 Individually and on behalf of others similarly  
15 situated,  
16 Plaintiffs,  
17 vs.  
18 A CAB TAXI SERVICE LLC and A CAB, LLC,  
19 and CREIGHTON J. NADY,  
20 Defendants.  
21 A CAB, LLC, and CREIGHTON J. NADY,  
22 Third-Party Plaintiffs,  
23 v.  
24 LEON GREENBERG; LEON GREENBERG  
25 PROFESSIONAL CORPORATION; and DANA  
26 SNIEGOCKI,  
27 Third-Party Defendants.

Case No.: A-12-669926-C  
Dept. No. I

25 DEFENDANTS A CAB, LLC and CREIGHTON J. NADY'S AMENDED ANSWER TO  
26 SECOND AMENDED COMPLAINT AND THIRD-PARTY COMPLAINT

27 Defendants A Cab, LLC and Creighton J. Nady (collectively "Defendants"), by and through  
28 their attorneys of record, pursuant to NRCP Rule 12, 14, and 15 and as their Amended Answer to

1 Plaintiffs' Second Amended Complaint on file herein ("Complaint"), admit, deny and allege as  
2 follows:

3 **JURISDICTION, PARTIES AND PRELIMINARY STATEMENT**

4 1. Answering Paragraph 1 of the Complaint, Defendants are without sufficient  
5 information or knowledge to form a belief as to the truth of such allegations, and therefore deny the  
6 same. Defendants deny the allegation that Plaintiffs are current employees.

7 2. Answering Paragraph 2 of the Complaint, Defendants admit A Cab, LLC is a  
8 Nevada Limited Liability Company doing business in the County of Clark, State of Nevada, as a  
9 taxicab company.

10 3. Answering Paragraphs 3 and 4 of the Complaint, Defendants admit Nady is the sole  
11 and managing member of A Cab, LLC. To the extent these paragraphs contain any other factual  
12 allegations requiring a response, Defendants deny same.

13 **CLASS ACTION ALLEGATIONS**

14 4. Answering Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of the Complaint,  
15 Defendants assert that the allegations contained therein are a legal conclusion to which no response  
16 is required. To the extent these Paragraphs contain any factual allegations requiring a response,  
17 Defendants deny same.

18 **AS AND FOR A FIRST CLAIM FOR RELIEF ON BEHALF OF THE NAMED**  
19 **PLAINTIFFS AND ALL PERSONS SIMILARLY SITUATED PURSUANT TO**  
20 **NEVADA'S CONSTITUTION**

21 5. Answering Paragraph 15 of the Complaint, Defendants repeat and reallege their  
22 answers to the allegations contained in Paragraphs 1 through 14 as though fully set forth herein.

23 6. Answering Paragraph 16 of the Complaint, Defendants assert that the allegations  
24 contained therein are a legal conclusion to which no response is required. To the extent this  
25 Paragraph contains any factual allegations requiring a response, Defendants deny same.

26 7. Answering Paragraphs 17 and 18 of the Complaint, Defendants deny each and every  
27 allegation contained therein, including all sub-parts.

28 8. Answering Paragraphs 19, 20, and 21 of the Complaint, Defendants assert that the

1 allegations contained therein are a legal conclusion to which no response is required. To the extent  
2 these Paragraphs contain any factual allegations requiring a response, Defendants deny same.

3 **AS AND FOR A SECOND CLAIM FOR RELIEF PURSUANT TO NEVADA REVISED**  
4 **STATUTES § 608.040 ON BEHALF OF THE NAMED PLAINTIFFS AND**  
5 **THE PUTATIVE CLASS**

6 9. Answering Paragraph 22 of the Complaint, Defendants repeat and reallege their  
7 answers to the allegations contained in Paragraphs 1 through 21 as though fully set forth herein.

8 10. Answering Paragraphs 23, 24, 25, and 26 of the Complaint, Defendants assert that  
9 the allegations contained therein are a legal conclusion to which no response is required. To the  
10 extent these Paragraphs contain any factual allegations requiring a response, Defendants deny same.

11 **AS AND FOR A THIRD CLAIM AGAINST DEFENDANT**  
12 **NADY FOR CIVIL CONSPIRACY, AIDING AND ABETTING,  
13 **CONCERT OF ACTION AND AS THE ALTER EGO**  
14 **OF THE CORPORATE DEFENDANTS****

15 11. Answering Paragraph 27 of the Complaint, Defendants repeat and reallege their  
16 answers to the allegations contained in Paragraphs 1 through 26 as though fully set forth herein.

17 12. Answering Paragraphs 28, 30, 31, 32, 33, 34, 35, 36, 37 and 38 of the Complaint,  
18 Defendants deny each and every allegation contained therein, including all sub-parts.

19 13. Answering Paragraph 29 of the Complaint, Defendants assert that the allegations  
20 contained therein are a legal conclusion to which no response is required. To the extent this  
21 Paragraph contains any factual allegations requiring a response, Defendants deny same.

22 **AS AND FOR A FOURTH CLAIM AGAINST**  
23 **Defendants NADY FOR UNJUST ENRICHMENT**

24 14. Answering Paragraph 39 of the Complaint, Defendants repeat and reallege their  
25 answers to the allegations contained in Paragraphs 1 through 38 as though fully set forth herein.

26 15. Answering Paragraphs 40, 41, 42, 43, 44 and 45 of the Complaint, Defendants deny  
27 each and every allegation contained therein.

28 . . .

**PRAYER FOR RELIEF**

Plaintiffs' prayer for relief requires no response. However, to the extent Plaintiffs' prayer asserts allegations, Defendants deny each and every allegation in the prayer for relief.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

As a first separate and affirmative defense, Defendants allege Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

As a second separate and affirmative defense, Defendants allege Plaintiffs have failed to mitigate their alleged damages, if any.

**THIRD AFFIRMATIVE DEFENSE**

As a third separate and affirmative defense, Defendants allege that Plaintiffs' damages, if any, were caused solely by the conduct of others and are not the result of any conduct of Defendants A Cab, LLC.

**FOURTH AFFIRMATIVE DEFENSE**

As a fourth separate and affirmative defense, Defendants allege that Plaintiffs' claims are not ripe in this forum.

**FIFTH AFFIRMATIVE DEFENSE**

As a fifth separate and affirmative defense, Defendants allege that Plaintiffs' claims are barred because Plaintiffs' own actions were the proximate cause of their damages, if any.

**SIXTH AFFIRMATIVE DEFENSE**

As a sixth separate and affirmative defense, Defendants allege that this Court does not have jurisdiction because Plaintiffs have failed to exhaust their administrative remedies as required by Nevada law.

**SEVENTH AFFIRMATIVE DEFENSE**

As a seventh separate and affirmative defense, Defendants allege that Plaintiffs' Complaint is barred by the doctrine of res judicata.

**EIGHTH AFFIRMATIVE DEFENSE**

As an eighth separate and affirmative defense, Defendants allege that Plaintiffs' Complaint is barred by the doctrine of collateral estoppel.

**NINTH AFFIRMATIVE DEFENSE**

As a ninth separate and affirmative defense, Defendants allege that Plaintiffs have failed to maintain their claims pursuant to Nevada Rule of Civil Procedure 23 governing class actions.

**TENTH AFFIRMATIVE DEFENSE**

As a tenth separate and affirmative defense, and pursuant to N.R.C.P. 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' answer to the Complaint, and therefore, these answering Defendants reserve the right to amend their answer to allege additional affirmative defenses if subsequent investigation so warrants.

**ELEVENTH AFFIRMATIVE DEFENSE**

As an eleventh separate and affirmative defense, Defendants deny each and every allegation of Plaintiffs' Complaint not specifically admitted or otherwise pled to herein.

**TWELFTH AFFIRMATIVE DEFENSE**

As a twelfth separate and affirmative defense, it has been necessary for this answering Defendants to retain the services of an attorney to defend this action, and Defendants are entitled to a reasonable sum as and for attorney's fees.

**THIRTEENTH AFFIRMATIVE DEFENSE**

As a thirteenth separate and affirmative defense, Plaintiffs' claims are barred by statute of limitations / laches.

**FOURTEENTH AFFIRMATIVE DEFENSE**

As a fourteenth separate and affirmative defense, Plaintiffs' claims are barred by unclean hands / in pari delicto/ illegality.

**FIFTEENTH AFFIRMATIVE DEFENSE**

As a fifteenth separate and affirmative defense, Plaintiffs' claims are barred by fraud / theft.

**SIXTEENTH AFFIRMATIVE DEFENSE**

As a sixteenth separate and affirmative defense, Plaintiffs' claims are barred by equitable estoppel.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

As a seventeenth separate and affirmative defense, Plaintiffs' claims are barred or otherwise limited by offset / setoff / or payments that have already been made to the amounts in question.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

As a eighteenth separate and affirmative defense, Plaintiffs' demand for attorney fees is barred by the lack of any legal basis for Plaintiff attorney fees.

**NINETEENTH AFFIRMATIVE DEFENSE**

As a nineteenth separate and affirmative defense, Plaintiffs, through knowledge of all facts relating to the acts alleged in their Complaint, ratified through their respective acts, omissions and/or failure(s) to act, any act alleged to have been done or committed by the Defendants.

**TWENTIETH AFFIRMATIVE DEFENSE**

As a twentieth separate and affirmative defense, Defendants hereby incorporate by reference those affirmative defenses enumerated in NRCP 8 for the specific reason of not waiving the same.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

As a twenty-first separate and affirmative defense, at all times, Defendants acted reasonably and in good faith in their dealings with Plaintiffs.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

As a twenty-second separate and affirmative defense, Defendants acted in good faith and did not directly or indirectly perform any acts whatsoever which would constitute a breach of any duty owed to Plaintiffs.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

As a twenty-third separate and affirmative defense, Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

As a twenty-fourth separate and affirmative defense, Plaintiffs unreasonably and



1 unjustifiably delayed the assertion of their purported claims, all to Defendants' substantial  
2 detriment.

3 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

4 As a twenty-fifth separate and affirmative defense, Plaintiffs' claims are barred as Plaintiffs  
5 have received payment in full.

6 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

7 As a twenty-sixth separate and affirmative defense, Plaintiffs' claims are barred as  
8 Defendants based their actions upon information provided by the pertinent state and/or federal  
9 agencies, and not in ignorance/violation of the law.

10 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

11 As a twenty-seventh separate and affirmative defense, Plaintiffs' claims are barred as  
12 punitive damages are not permissible.

13 WHEREFORE, Defendants prays as follow:

- 14 1. That Plaintiffs take nothing by way of their Complaint;
- 15 2. That Plaintiffs' Complaint be dismissed with prejudice in its entirety and Judgment  
16 entered in favor of Defendants;
- 17 3. That Defendants be awarded their attorneys' fees, costs, and interest; and
- 18 4. For such other and further relief as this Court deems just and proper.

19 DATED this 29<sup>th</sup> day of November, 2016.

20 **RODRIGUEZ LAW OFFICES, P.C.**

21  
22 /s/ Esther C. Rodriguez, Esq.  
23 Esther C. Rodriguez, Esq.  
24 Nevada Bar No. 6473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Attorneys for Defendants



**DEFENDANTS' THIRD-PARTY COMPLAINT**

Defendants/Third-Party Plaintiffs A CAB, LLC and CREIGHTON J. NADY (hereinafter "Third-Party Plaintiffs"), by and through their attorneys of record, hereby assert their Third-Party Complaint against Third-Party Defendants LEON GREENBERG, LEON GREENBERG PROFESSIONAL CORPORATION, and DANA SNIEGOCKI (hereinafter collectively "Third-Party Defendants"), as follows:

**GENERAL ALLEGATIONS**

1. At all times mentioned herein, Third-Party Plaintiff A Cab, LLC ("A Cab") is and was a Nevada Limited Liability Company licensed to do business as a taxicab company in the County of Clark, State of Nevada.

2. At all times mentioned herein, Third-Party Plaintiff Creighton J. Nady ("Nady"), a resident of Clark County, Nevada, is and was the sole managing member of A Cab, LLC.

3. At all times mentioned herein, it is believed Third-Party Defendant Leon Greenberg ("Greenberg"), is an attorney practicing in Clark County, Nevada who was not an employee of A Cab or Nady's, and has no relationship to either Third-Party Plaintiff.

4. At all times mentioned herein, it is believed Third-Party Defendant Leon Greenberg Professional Corporation ("Greenberg PC"), is a Nevada Domestic Corporation licensed to do business in the County of Clark, State of Nevada.

5. At all times mentioned herein, it is believed Third-Party Defendant Dana Sniegocki ("Sniegocki"), is an attorney practicing in Clark County, Nevada who was not an employee of A Cab or Nady's, and has no relationship to either Third-Party Plaintiff.

6. A Cab's obligations to pay the plaintiffs arose under employment and/or wage agreements, or in other words through an employer-employee relationship.

7. Plaintiffs' claims in the underlying action arise solely from each driver's employer-employee relationship.

8. At all time mentioned herein, Greenberg, Greenberg PC, and Sniegocki (collectively referred to as "Third-Party Defendants") never had an employer-employee relationship with any of the Third-Party Plaintiffs.

1           9.       On or about September 2012, Third-Party Defendants obtained the names and  
2 addresses of A Cab's drivers from someone other than A Cab.

3           10.       Before Third-Party Defendants had a client or filed a lawsuit, Third-Party  
4 Defendants maliciously and willfully trolled for clients by using the private personal information of  
5 A Cab's drivers which he and/or she had obtained to solicit new clients. Contacting the employee  
6 drivers of A Cab through personalized letters was an invasion of their privacy. Greenberg and/or  
7 Sniegocki used private personal information to solicit new clients for the benefit of each of the  
8 Third-Party Defendants.

9           11.       Since September 2012 through the present, Third-Party Defendants have continued  
10 to troll for clients by targeting Third-Party Plaintiffs' employees and drivers, including the use of  
11 online marketing, direct mailers, and publications distributed to Third-Party Plaintiffs' employees.

12           12.       Third-Party Defendants' solicitation of remunerative employment was a business  
13 transaction which he and/or she engaged in for his and/or her own financial benefit. It was a  
14 business act or practice. Third-Party Defendants let potential clients know their names and their  
15 interest in performing legal services for them.

16           13.       Third-Party Defendants' trolling for clients was false and deceptive. Greenberg  
17 gave his opinion on liability indicating to Third-Party Plaintiffs' employees that A Cab may have  
18 violated Nevada's Minimum Wage laws and may owe them and many other taxi drivers unpaid  
19 minimum wages. He made calculations and expressed his personal belief that many taxi drivers  
20 were collecting less than minimum wage. Greenberg's unsolicited legal advice was designed to  
21 suggest he had some significant personal knowledge about and concern for the recipient.

22           14.       Third-Party Defendants acted intentionally in a manner designed to interfere with the  
23 agreements and relationships between Third-Party Plaintiffs and its drivers.

24           15.       Third-Party Defendants have failed to prosecute the action in the best interest of the  
25 Plaintiffs, but rather seek self-profit; and therefore have acted in their own financial interest and  
26 benefit.

27           16.       Such actions by the Third-Party Defendants include but are not limited to a complete  
28 absence of communication with Plaintiffs regarding Third-Party Plaintiffs' offers of resolution, far

1 exceeding the value of the claim. Such offers were in the best interest of the individual Plaintiff,  
2 but not of Third-Party Defendants, and therefore were deliberately withheld to the detriment of  
3 Plaintiffs and Third-Party Plaintiffs.

4 17. Third-Party Defendants have engaged in an escalation of attorney fees and costs in  
5 order to maximize the profit of a fee-shifting provision, and continue to refuse offers of alternative  
6 dispute resolution, mediation, or settlement conferences all of which would be in the best interest of  
7 the Plaintiffs, but not of Third-Party Defendants.

8 18. Third-Party Defendants have also damaged Third-Party Plaintiffs by interfering with  
9 Third-Party Plaintiffs' business and have attempted to enjoin Third-Party Plaintiffs' settlement in  
10 other matters.

11 19. With such actions, Third-Party Defendants have damaged Third-Party Plaintiffs with  
12 an escalation of legal fees and costs and prolonged litigation, thereby adversely affecting the  
13 business, livelihood, well-being, and reputation of Third-Party Plaintiffs.

#### 14 FIRST CAUSE OF ACTION

##### 15 (Champertry)

16 20. Third-Party Plaintiffs incorporate by reference each and every allegation contained  
17 in paragraphs 1 through 19 of the Third-Party Complaint as specifically set forth herein.

18 21. Plaintiffs initially had no interest in this litigation, and through the time of their  
19 depositions, had no understanding of their claims against Third-Party Plaintiffs.

20 22. Third Party-Defendants solicited the Plaintiffs to initiate this litigation.

21 23. Third Party-Defendants undertook this litigation at their own expense and  
22 prosecuted this action on behalf of Plaintiffs in consideration for receiving, in the event of success,  
23 a part of the proceeds of the litigation and personal profit from the litigation.

24 24. This conduct by Third-Party Defendants was unlawful and as a result, Third-Party  
25 Plaintiffs have been damaged.

26 25. Third-Party Plaintiffs' damages include its legal fees, interruption of business for the  
27 time spent on this case during work hours, and damage to its business interests.

28 ...

## SECOND CAUSE OF ACTION

### (Indemnity)

26. Third-Party Plaintiffs incorporate by reference each and every allegation contained in paragraphs 1 through 25 of the Third-Party Complaint as specifically set forth herein.

27. Third-Party Plaintiffs, by way of their Answer, have denied and continue to deny the allegations as lodged by the Plaintiffs and have asserted by way of their Answer appropriate affirmative defenses.

28. Third-Party Plaintiffs allege that, in the event they are found liable to the Plaintiffs for any damages, or if payment is made by Third-Party Plaintiffs to the Plaintiffs or any other party as a result of the incidents and occurrences described in the Second Amended Complaint, then Third-Party Plaintiffs' liability or payment is based upon the acts or omissions of Third-Party Defendants. Third-Party Plaintiffs therefore allege that if they are required to pay damages or any other sums pursuant to the Second Amended Complaint herein, Third-Party Plaintiffs are entitled to full implied indemnification from Third-Party Defendants.

29. It has become necessary for Third-Party Plaintiffs to retain the services an attorney to defend against the lawsuit and to bring this Third-Party Complaint. Accordingly, Third-Party Plaintiffs are entitled to recover its reasonable attorney's fees and costs incurred herein.

## THIRD CAUSE OF ACTION

### (Contribution)

30. Third-Party Plaintiffs incorporate by reference each and every allegation contained in paragraphs 1 through 29 of the Third-Party Complaint as specifically set forth herein.

31. Third-Party Plaintiffs allege that in the event they are found liable to the Plaintiffs for any damages, or if payment is made by Third-Party Plaintiffs to the Plaintiffs or any other party as a result of the incidents and occurrences described in the Second Amended Complaint, then Third-Party Plaintiffs' liability of payment is partially based upon the acts and omissions of Third-Party Defendants. Third-Party Plaintiffs therefore allege that if they are required to pay damages or other sums pursuant to the Second Amended Complaint herein, they are entitled to contribution from Third-Party Defendants.

32. It has become necessary for Third-Party Plaintiffs to retain the services an attorney to defend against the lawsuit and to bring this Third-Party Complaint. Accordingly, Third-Party Plaintiffs are entitled to recover their reasonable attorney's fees and costs incurred herein.

WHEREFORE, Third-Party Plaintiffs, expressly reserving the right to amend this third-party complaint, demand judgment against Third-Party Defendants and each of them as follows:

1. For an award of damages in excess of \$50,000.00;
2. Punitive damages;
3. For attorneys' fees and costs of suit; and
4. For such other and further relief as this Court may deem just and proper.

DATED this 29<sup>th</sup> day of November, 2016.

RODRIGUEZ LAW OFFICES, P.C.

By: /s/ Esther C. Rodriguez, Esq.

Esther C. Rodriguez, Esq.

Nevada Bar No. 6473

10161 Park Run Drive, Suite 150

Las Vegas, Nevada 89145

*Attorneys for Defendants*

# EXHIBIT 2

# EXHIBIT 2

[HOME](#)[CONTACT](#)[ABOUT THE SUIT](#)[A CAB DRIVERS' PAGE](#)

## A Cab Drivers

- The lawsuit against A Cab has been certified as a class action for unpaid minimum wages owed to all drivers working for A Cab from July 1, 2007 through December 31, 2015. That means all drivers who worked for the company during that time period are eligible to benefit if this case has a successful outcome.
- We would like all current and former A Cab drivers who worked during the period of July 1, 2007 through the present to register their information with our office. **YOU CAN DO SO USING THE FORM ON THIS PAGE.** Registration is optional and you are not required to register. You may still benefit from the case without registering.
- If you'd like to see a copy of the Court's Order certifying this case as a class action, please click [HERE](#).
- Because there are over 2000 individuals who are members of the class, we are not able to speak to all drivers individually by phone. E-mail communications are much more efficient. There is no set deadline for this case to be finished and the case is not scheduled for trial until January of 2017, at the earliest. The best way to stay updated about this case is by registering your e-mail address with this office so we may communicate important updates to you.

### PLEASE FILL OUT THIS FORM

First and Last Name \*

Enter text here

Email: \*

Enter email address

☐ Check here to receive email updates

Years Employed (example: 2011-2015)

Enter text here

If you'd like to update your mailing address

Enter address

Phone

Enter phone number

May we contact you to help with our case?

☐ Yes☐ No☐ You may only contact me about no Cab case

SUBMIT

EXHIBIT 3

EXHIBIT 3



THIS IS YOUR COURTESY COPY  
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1 DCRR  
2 Esther C. Rodriguez, Esq.  
3 Nevada Bar No. 6473  
4 RODRIGUEZ LAW OFFICES, P.C.  
5 10161 Park Run Drive, Suite 150  
6 Las Vegas, Nevada 89145  
7 702-320-8400  
8 [info@rodriguezlaw.com](mailto:info@rodriguezlaw.com)

6 Michael K. Wall, Esq.  
7 Nevada Bar No. 2098  
8 Hutchinson & Steffen, LLC  
9 10080 West Alta Drive, Suite 200  
10 Las Vegas, Nevada 89145  
11 702-385-2500  
12 [mwall@hutchlegal.com](mailto:mwall@hutchlegal.com)  
13 *Attorneys for Defendants*

11 DISTRICT COURT  
12 CLARK COUNTY, NEVADA

13 MICHAEL MURRAY and MICHAEL RENO,  
14 Individually and on behalf of others similarly  
15 situated,

Case No.: A-12-669926-C  
Dept. No. I

15 Plaintiffs,

16 vs.

17 A CAB TAXI SERVICE LLC and A CAB, LLC,  
18 and CREIGHTON J. NADY,

19 Defendants.

21 DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS

22 Hearing Date: 10/12/16  
23 Hearing Time: 9:00 a.m.

24 Attorney for Plaintiffs: Leon Greenberg, Esq., and Dana Sniegocki, Esq.,  
25 Leon Greenberg Professional Corporation.

26 Attorney for Defendants: Esther C. Rodriguez, Esq.  
27 Rodriguez Law Offices, P.C.

28 Defendants' co-counsel, Michael K. Wall, Esq., did not attend the hearing.

## I.

FINDINGS

1. This matter came before the Discovery Commissioner on "*Defendants' Motion for Protective Order or, in the Alternative, Motion to Terminate Deposition of a Cab, LLC 30(b)(6) Witness; Motion to Limit the Deposition of Creighton J. Nady; and Motion for Protective Order from Plaintiffs' Written Discovery on Order Shortening Time*"; and Status Check for Compliance and Production.

2. As a result of the hearing of September 7, 2016, a Discovery Commissioner Report and Recommendations ("DCR&R") was prepared and submitted by Plaintiffs without the signature of Defendants. A telephonic status check was held by the Discovery Commissioner on October 7, 2016, to address compliance. As a result, Plaintiffs brought the aforementioned DCR&R to the hearing of October 12, 2016, which was signed by Defendants, and submitted to the Discovery Commissioner for approval and entry.

3. Contained within the aforementioned DCR&R were the Recommendations which were scheduled for status check for compliance and production on October 12, 2016.

4. The first Recommendation contained within the DCR&R was "that defendants' re-run the QuickBooks data extract previously produced so that they produce to plaintiffs the QuickBooks information, in a CSV or Excel or other file format agreed upon by the parties." During the October 12, 2016 hearing, the parties agreed that Defendants had complied in producing this re-run data as ordered. The Discovery Commissioner finds that compliance and production is satisfied pertaining to this first Recommendation.

5. The second Recommendation was "that defendants provide supplemental responses to Requests Nos. 1-3 in Plaintiffs' Seventh Request for the Production of Documents pertaining to defendants' providing of health insurance benefits to the class members and Interrogatories Nos. 3-5 pertaining to the same"; "or provide a detailed sworn affidavit showing their efforts to provide informed responses to the same." The Discovery Commissioner finds that Defendants did comply in providing this sworn affidavit with employee health summary plans that were available in a timely fashion to Plaintiffs. Plaintiffs have subsequently requested that a list of annual cost to the

1 employer now be produced; and Defendants have agreed to attempt to gather this information and to  
2 provide it to Plaintiffs.

3 6. The third Recommendation stemming from the DCR&R recommended "that defendants  
4 provide a copy of the Excel spreadsheet they provided to the U.S. Department of Labor as testified  
5 to by Creighton J. Nady"; or if defendants are unable to provide such file, "provide a detailed sworn  
6 affidavit showing efforts to provide the same." The Discovery Commissioner finds that Defendants  
7 did provide the sworn affidavit as ordered; however, Plaintiffs have requested additional items to be  
8 inserted into the affidavit which Defendants have agreed to incorporate.

9 7. As pertains to "*Defendants' Motion for Protective Order or, in the Alternative, Motion to*  
10 *Terminate Deposition of a Cab, LLC 30(b)(6) Witness; Motion to Limit the Deposition of Creighton*  
11 *J. Nady; and Motion for Protective Order from Plaintiffs' Written Discovery on Order Shortening*  
12 *Time*", the Discovery Commissioner finds that Plaintiffs' written discovery is post-judgment debtor  
13 discovery, and accordingly prohibits the discovery of corporate and individual tax returns as  
14 requested.

15 8. The Discovery Commissioner finds that production of Defendant Nady's compensation from  
16 Defendant A Cab, LLC will be allowed including any written proof of distribution for the time  
17 period of 2007 - 2015. Further, the corporate profit and loss statements for Defendant A Cab, LLC  
18 should be produced for those same years. Defendants are protected from the remainder of  
19 Plaintiffs' written requests.

20 9. The Discovery Commissioner further finds that the deposition of the NRCP 30(b)(6) witness  
21 for A Cab, LLC will be limited to one day of 7 hours to answer the questions not addressed in the  
22 prior deposition.

23 10. To the extent the individual deposition of Defendant Nady is necessary, this deposition will  
24 be limited to 3 hours.

25 11. The Discovery Commissioner finds that in lieu of the categories contained within the notice  
26 of the NRCP 30(b)(6) deposition, the parties may either stipulate to any of the topics contained  
27 within the notice; or Plaintiff may address these topics by interrogatory. As such, the Discovery  
28 Commissioner finds that an additional 40 interrogatories may be lodged by Plaintiffs to address

1 topics within the 30(b)(6) notice. The interrogatory and deposition topics will not be duplicative.  
2 12. The Discovery Commissioner previously advised counsel to prepare a stipulation pursuant  
3 to EDCR 2.35, or a separate submission to the Discovery Commissioner after the parties attempt to  
4 resolve the scheduling issues between themselves. As such, Plaintiffs circulated the following dates  
5 which were agreed upon by Defendants with the following deadlines:

6	Close of Discovery:	February 28, 2017;
7	Deadline to file motions to amend pleadings/add parties:	November 29, 2016;
8	Final dates for initial expert disclosures:	November 29, 2016;
9	Final date for rebuttal expert disclosures:	December 29, 2016;
10	Final date to file dispositive motions:	March 23, 2017.

11 13. At the hearing of October 12, 2016, Plaintiffs requested additional time for their initial  
12 expert disclosures. As such, the Discovery Commissioner recommends the following additional  
13 extensions to the above schedule:

14	Final dates for initial expert disclosures:	December 23, 2016;
15	Final date for rebuttal expert disclosures:	January 23, 2017;
16	All other dates will remain as proposed.	

## 17 II.

### 18 RECOMMENDATIONS

19 IT IS HEREBY RECOMMENDED that "*Defendants' Motion for Protective Order or, in*  
20 *the Alternative, Motion to Terminate Deposition of a Cab, LLC 30(b)(6) Witness; Motion to Limit*  
21 *the Deposition of Creighton J. Nady; and Motion for Protective Order from Plaintiffs' Written*  
22 *Discovery on Order Shortening Time*" is GRANTED in part, and DENIED in part.

23 IT IS RECOMMENDED that Defendants' motion for protective order is granted with  
24 respect to the written discovery that was served, that includes both interrogatories and request to  
25 produce that are identified in the motion;

26 IT IS RECOMMENDED that alternative relief be provided to Plaintiffs in that Defendant  
27 will provide supporting documentation and identification of distributions, salary, payment to Mr.  
28 Nady for 2007-2015.

1 IT IS RECOMMENDED that A Cab Taxi Service will provide its profit and loss statements  
2 for 2007-2015.

3 IT IS RECOMMENDED that the remainder of the financial information requested is  
4 protected at this time.

5 IT IS RECOMMENDED that the deposition of the NRCP Rule 30(b)(6) witness of A Cab,  
6 LLC will be limited to one day, seven hours. The parties may agree to eliminate topics by  
7 stipulation; or by interrogatory but the categories will not duplicate. As such, Plaintiffs are allowed  
8 40 additional interrogatories to address topics contained within the notice by interrogatory, rather  
9 than by deposition.

10 IT IS RECOMMENDED that the deposition of Defendant Creighton J. Nady will be limited  
11 to three hours.

12 THE DISCOVERY COMMISSIONER FURTHER RECOMMENDS:

- 13 1. The Discovery Cutoff is extended to February 28, 2017;
- 14 2. Deadline to file motions to amend pleadings/add parties is extended to November 29,  
15 2016;
- 16 3. Initial Expert Disclosures are extended to December 23, 2016;
- 17 4. Rebuttal Expert Disclosures are extended to January 23, 2017.
- 18 5. The deadline for filing of dispositive motions is March 23, 2017.

19 The Discovery Commissioner, met with counsel for the parties, having discussed the issues  
20 noted above and having reviewed any materials proposed in support thereof, hereby submits the  
21 above recommendations.

22 DATED this 3 day of November, 2016.

23  
24   
25 DISCOVERY COMMISSIONER  
26  
27  
28

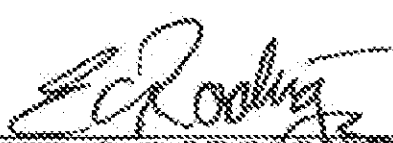
Rodriguez Law Offices, P.C.  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Tel (702) 320-8400  
Fax (702) 320-8401

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Case Name: Murray v. A Cab, LLC, et al.  
Case No.: A-12-669926-C

Submitted by:  
**RODRIGUEZ LAW OFFICES, P.C.**

Approved as to form and content:  
**LEON GREENBERG PROFESSIONAL CORPORATION**

  
ESTHER C. RODRIGUEZ, ESQ.  
Nevada Bar No.: 6473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Tel: (702) 320-8400  
Fax (702) 320-8401  
[info@rodriguezlaw.com](mailto:info@rodriguezlaw.com)  
*Attorneys for Defendants*

*not approved*  
LEON GREENBERG, ESQ.  
Nevada Bar No.: 8094  
DANA SNIEGOCKI, ESQ.  
Nevada Bar No.: 11715  
2965 South Jones Boulevard, Suite E3  
Las Vegas, Nevada 89146  
Tel: (702) 383-6085  
Fax: (702) 385-1827  
[leongreenberg@overtimelaw.com](mailto:leongreenberg@overtimelaw.com)  
[dana@overtimelaw.com](mailto:dana@overtimelaw.com)  
*Attorneys for Plaintiffs*

Rodriguez Law Offices, P.C.  
10151 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Tel (702) 320-8400  
Fax (702) 320-8401

Case Name: Murray v. A Cab, LLC, et al.  
Case No.: A-12-669926-C

**NOTICE**

Pursuant to NRCPP 16.1(d)(2), you are hereby notified you have five (5) days from the date you receive this document within which to file written objections.

The Commissioner's Report is deemed received three (3) days after mailing to a party or his attorney, or three (3) days after the clerk of court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office. E.D.C.R. 2.34(f).

A copy of the foregoing Discovery Commissioner's Report was:

\_\_\_\_\_ Mailed to Plaintiff/Defendant at the following address on the \_\_\_\_\_ day of \_\_\_\_\_, 2016:

\_\_\_\_\_ Placed in the folder of counsel in the Clerk's office on the \_\_\_\_\_ day of \_\_\_\_\_, 2016:

✓ \_\_\_\_\_ Electronically served counsel on NOV 7, 2016, Pursuant to N.E.F.C.R. Rule 9.

By Natasha F. Fagan  
Commissioner Designee



Case Name: Murray v. A Cab, LLC, et al.  
Case No.: A-12-669926-C

ORDER

The Court, having reviewed the above report and recommendations prepared by the  
Discovery Commissioner and,

\_\_\_\_\_ The parties having waived the right to object thereto,

\_\_\_\_\_ No timely objections having been received in the office of the Discovery  
Commissioner pursuant to E.D.C.R. 2.34(f),

\_\_\_\_\_ Having received the objections thereto and the written arguments in support of said  
objections, and good cause appearing,

\* \* \*

AND

\_\_\_\_\_ IT IS HEREBY ORDERED the Discovery Commissioner's Report and  
Recommendations are affirmed and adopted.

\_\_\_\_\_ IT IS HEREBY ORDERED the Discovery Commissioner's Report and  
Recommendations are affirmed and adopted as modified in the following manner  
attached hereto.

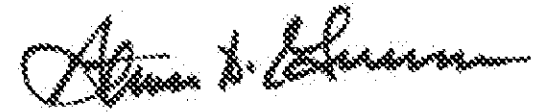
\_\_\_\_\_ IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report  
and Recommendations is set for \_\_\_\_\_, 2016, at \_\_\_\_\_ a.m.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DISTRICT COURT JUDGE



# EXHIBIT "H"



CLERK OF THE COURT

MAMA  
Esther C. Rodriguez, Esq.  
Nevada Bar No. 6473  
RODRIGUEZ LAW OFFICES, P.C.  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
702-320-8400  
info@rodriguezlaw.com

Michael K. Wall, Esq.  
Nevada Bar No. 2098  
Hutchinson & Steffen, LLC  
10080 West Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
702-385-2500  
mwall@hutchlegal.com  
*Attorneys for Defendants*

DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL MURRAY and MICHAEL RENO,  
Individually and on behalf of others similarly  
situated,

Plaintiffs,

vs.

A CAB TAXI SERVICE LLC and A CAB, LLC,  
and CREIGHTON J. NADY,

Defendants.

Case No.: A-12-669926-C  
Dept. No. I

**DEFENDANTS' MOTION FOR LEAVE TO AMEND ANSWER**  
**TO ASSERT A THIRD-PARTY COMPLAINT**

Defendants A Cab, LLC and Creighton J. Nady, by and through their attorneys of record,  
and pursuant to NRCP 10(a) and NRCP 15, hereby move for leave to amend their Answer to Assert  
a Third Party Complaint against Leon Greenberg, Esq., Leon Greenberg Professional Corporation,  
and Dana Sniegocki, Esq.

...

...

This Motion is based upon the pleadings and papers on file, the attached Memorandum of Points and Authorities, and any oral argument that may be entertained at the hearing of this Motion.

DATED this 27<sup>th</sup> day of January, 2017.

**RODRIGUEZ LAW OFFICES, P. C.**

By: /s/ Esther C. Rodriguez, Esq.  
Esther C. Rodriguez, Esq.  
Nevada State Bar No. 6473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
*Attorneys for Defendants*

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that Plaintiffs will bring the foregoing Motion on for hearing before this Court on the 27 day of February, 2017, or as soon thereafter as counsel may be heard. In Chambers

DATED this 27<sup>th</sup> day of January, 2017.

**RODRIGUEZ LAW OFFICES, P. C.**

By: /s/ Esther C. Rodriguez, Esq.  
Esther C. Rodriguez, Esq.  
Nevada State Bar No. 006473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
*Attorneys for Plaintiffs*

**I.**

**POINTS AND AUTHORITIES**

**1. The Requested Amendments Conform to the Evidence**

A proposed amended answer with third-party complaint is attached for the Court's review at **Exhibit 1**. The requested amendments are tailored to conform to the evidence obtained during the discovery period. The requested amendment is to assert a third-party complaint against those persons and entities which have engaged in champerty, interfered with business and contractual relations, and seek to profit from the continued litigation of others.

1 As the Nevada Supreme Court stated in *Schwartz v. Eliades*, 939 P.2d 1034, 113 Nev. 586  
2 (1997):

3 "A champertous agreement is one in which a person without interest in another's  
4 litigation undertakes to carry on the litigation at his own expense, in whole or in  
5 part, in consideration of receiving, in the event of success, a part of the proceeds of  
6 the litigation." *Martin v. Morgan Drive Away, Inc.*, 665 F.2d 598, 603 (5th  
7 Cir.1982), cert. dismissed, 458 U.S. 1122, 103 S.Ct. 5, 73 L.Ed.2d 1394 (1982).  
8 "To maintain the suit of another is now, and always has been, held to be unlawful,  
9 unless the person maintaining has some interest in the subject of the suit." *Lum v.*  
10 *Stinnett*, 87 Nev. 402, 408, 488 P.2d 347, 350 (1971) (citing *Gruber v. Baker*, 20  
11 Nev. 453, 23 P. 858, 862 (1890)). "Where a person promoting the suit of another  
12 has any interest whatever, legal or equitable, in the thing demanded, ... he is in effect  
13 also a suitor according to the nature and extent of his interest." *McIntosh v. Harbour*  
14 *Club Villas Condominium*, 421 So.2d 10, 11 (Fla.Dist.Ct.App.1982). *Schwartz v.*  
15 *Eliades*, 939 P.2d at 1036.

16 See also, *Vosberg Equipment v. Zupancic*, 737 P.2d 522, 103 Nev. 266 (1987) stating:

17 In 1890 this court held that even in the absence of statute it was, under the common  
18 law of England, unlawful to "maintain the suit of another" unless the person  
19 maintaining the suit "has some interest in the subject of the suit." *Gruber v. Baker*,  
20 Nev. 453, 469, 23 P. 858 (1890). In *Lum v. Stinnett*, 87 Nev. 402, 408, 488 P.2d  
21 347, 350 (1971), we recognized the "common law offense of maintenance" as  
22 existing "when a person without interest in a suit officiously intermeddles therein by  
23 assisting either party with money or otherwise to prosecute or defend it." Champerty  
24 is maintenance with the additional feature of an agreement for the payment of  
25 compensation or personal profit from the subject of the suit. *Lum v. Stinnett*, 87  
26 Nev. at 408, 488 P.2d at 350. *Vosberg Equipment v. Zupancic*, 737 P.2d at 523.

27 In the present case, the evidence has demonstrated that Third-Party Defendants Greenberg,  
28 Leon Greenberg Professional Corporation, and Sniegocki are not acting on behalf of their clients'

1 interests, but rather are seeking to profit themselves from prolonged litigation and a fee-shifting  
2 mechanism. The depositions and discovery responses of the named Plaintiffs, Michael Murray and  
3 Michael Reno, make it clear that both had no interest in the litigation, had no understanding of the  
4 litigation, and had merely signed up when solicited by Third-Party Defendants.

5 Further, when Defendant made a good faith attempt to resolve the claim, at a value  
6 exceeding 10 times the value of the claim, the clients were not made aware of such offers. Third-  
7 Party Defendants had no interest in what was best for the Plaintiffs, but rather stood to obtain  
8 further financial gain by prolonging the litigation and escalating attorney fees in a fee-shifting type  
9 case.

10 Most recently, Third-Party Defendant Greenberg confirmed that he will not engage in any  
11 mediation or alternative type of resolution, nor will he disclose a settlement demand. Further,  
12 Third-Party Defendants have now commenced interfering with Third-Party Plaintiffs' ability to  
13 resolve and negotiate other matters with other employees.

14 Further, Third-party defendants have tortiously interfered with the contractual relations of A  
15 Cab employees, as evidenced in the breach of contract of Wendy Gagliano who was induced by  
16 Third party Defendants to breach her contract with Third-Party Plaintiffs. Therefore, Third-Party  
17 Plaintiffs assert they have been damaged by Third-Party Defendants' purposeful and intentional  
18 acts, and request the Court's leave to amend to conform to the evidence in the record.

19 Also telling is that Third-Party Defendants have continued to drag out the litigation asking  
20 for extension after extension with the Court, indicating they need more time to prepare, and  
21 compelling discovery which they in fact then do not utilize. In reality, Third-Party Defendants  
22 have been prolonging the litigation to continue advertising and attempting to recruit more clients by  
23 stating, "**there is no set deadline for this case to be finished.**" *Third-Party Defendants' website*  
24 *advertising page, Exhibit 2.* The website and ad is targeted directly to Third-Party Plaintiff A.  
25 Cab's employees, and in fact is labeled "**A Cab Driver's Page.**" *Exhibit 2.*

26 **2. NRCP 15 Supports That Leave to Amend Should Be Granted.**

27 A party may amend the party's pleading only by leave of court or by written consent of the  
28 adverse party; and leave shall be freely given when justice so requires. **NRCP 15.**

1 In the absence of any apparent or declared reason - such as undue delay, bad faith or  
2 dilatory motive on the part of the movant - the leave to amend should be freely given. *Stephens v.*  
3 *Southern Nev. Music Co.*, 89 Nev. 104, 507 P.2d 138 (1973). Here, there has been no bad faith in  
4 seeking these amendments. In fact, Defendants are seeking these amendments well in advance of  
5 the new deadlines extended by the Court and the Discovery Commissioner. See DCCR extending  
6 deadlines at Plaintiffs' request at **Exhibit 3**. The Discovery Commissioner further extended  
7 deadlines, making the recommended Close of Discovery April 28, 2017. Therefore, the proposed  
8 amendment will not affect the discovery deadlines or trial date.

## 9 II.

### 10 CONCLUSION

11 For the foregoing, Defendants respectfully request that this Court grant Defendants leave to  
12 amend and permission to file the Third Amended Complaint attached hereto as **Exhibit 1**.

13 DATED this 27<sup>th</sup> day of January, 2017.

14 **RODRIGUEZ LAW OFFICES, P. C.**

15  
16 By: /s/ Esther C. Rodriguez, Esq.

17 Esther C. Rodriguez, Esq.  
18 Nevada State Bar No. 6473  
19 10161 Park Run Drive, Suite 150  
20 Las Vegas, Nevada 89145  
21 *Attorneys for Defendants*  
22  
23  
24  
25  
26  
27  
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27<sup>th</sup> day of January, 2017, I electronically filed the foregoing with the Eighth Judicial District Court Clerk of Court using the E-file and Serve System which will send a notice of electronic filing to the following:

Leon Greenberg, Esq.  
Leon Greenberg Professional Corporation  
2965 South Jones Boulevard, Suite E4  
Las Vegas, Nevada 89146  
*Counsel for Plaintiff*

/s/ Susan Dillow  
An Employee of Rodriguez Law Offices, P.C.

EXHIBIT 1

EXHIBIT 1



AANS  
Esther C. Rodriguez, Esq.  
Nevada Bar No. 6473  
RODRIGUEZ LAW OFFICES, P.C.  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
702-320-8400  
[info@rodriguezlaw.com](mailto:info@rodriguezlaw.com)

Michael K. Wall, Esq.  
Nevada Bar No. 2098  
Hutchinson & Steffen, LLC  
10080 West Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
702-385-2500  
[mwall@hutchlegal.com](mailto:mwall@hutchlegal.com)  
*Attorneys for Defendants*

DISTRICT COURT  
CLARK COUNTY, NEVADA

MICHAEL MURRAY and MICHAEL RENO,  
Individually and on behalf of others similarly  
situated,

Plaintiffs,

vs.

A CAB TAXI SERVICE LLC and A CAB, LLC,  
and CREIGHTON J. NADY,

Defendants.

A CAB, LLC, and CREIGHTON J. NADY,

Third-Party Plaintiffs,

v.

LEON GREENBERG; LEON GREENBERG  
PROFESSIONAL CORPORATION; and DANA  
SNIEGOCKI,

Third-Party Defendants.

Case No.: A-12-669926-C  
Dept. No. I

DEFENDANTS A CAB, LLC and CREIGHTON J. NADY'S AMENDED ANSWER TO  
SECOND AMENDED COMPLAINT AND THIRD-PARTY COMPLAINT

Defendants A Cab, LLC and Creighton J. Nady (collectively "Defendants"), by and through  
their attorneys of record, pursuant to NRCP Rule 12, 14, and 15 and as their Amended Answer to

1 Plaintiffs' Second Amended Complaint on file herein ("Complaint"), admit, deny and allege as  
2 follows:

3 **JURISDICTION, PARTIES AND PRELIMINARY STATEMENT**

4 1. Answering Paragraph 1 of the Complaint, Defendants are without sufficient  
5 information or knowledge to form a belief as to the truth of such allegations, and therefore deny the  
6 same. Defendants deny the allegation that Plaintiffs are current employees.

7 2. Answering Paragraph 2 of the Complaint, Defendants admit A Cab, LLC is a  
8 Nevada Limited Liability Company doing business in the County of Clark, State of Nevada, as a  
9 taxicab company.

10 3. Answering Paragraphs 3 and 4 of the Complaint, Defendants admit Nady is the sole  
11 and managing member of A Cab, LLC. To the extent these paragraphs contain any other factual  
12 allegations requiring a response, Defendants deny same.

13 **CLASS ACTION ALLEGATIONS**

14 4. Answering Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of the Complaint,  
15 Defendants assert that the allegations contained therein are a legal conclusion to which no response  
16 is required. To the extent these Paragraphs contain any factual allegations requiring a response,  
17 Defendants deny same.

18 **AS AND FOR A FIRST CLAIM FOR RELIEF ON BEHALF OF THE NAMED**  
19 **PLAINTIFFS AND ALL PERSONS SIMILARLY SITUATED PURSUANT TO**  
20 **NEVADA'S CONSTITUTION**

21 5. Answering Paragraph 15 of the Complaint, Defendants repeat and reallege their  
22 answers to the allegations contained in Paragraphs 1 through 14 as though fully set forth herein.

23 6. Answering Paragraph 16 of the Complaint, Defendants assert that the allegations  
24 contained therein are a legal conclusion to which no response is required. To the extent this  
25 Paragraph contains any factual allegations requiring a response, Defendants deny same.

26 7. Answering Paragraphs 17 and 18 of the Complaint, Defendants deny each and every  
27 allegation contained therein, including all sub-parts.

28 8. Answering Paragraphs 19, 20, and 21 of the Complaint, Defendants assert that the

1 allegations contained therein are a legal conclusion to which no response is required. To the extent  
2 these Paragraphs contain any factual allegations requiring a response, Defendants deny same.

3 **AS AND FOR A SECOND CLAIM FOR RELIEF PURSUANT TO NEVADA REVISED**  
4 **STATUTES § 608.040 ON BEHALF OF THE NAMED PLAINTIFFS AND**  
5 **THE PUTATIVE CLASS**

6 9. Answering Paragraph 22 of the Complaint, Defendants repeat and reallege their  
7 answers to the allegations contained in Paragraphs 1 through 21 as though fully set forth herein.

8 10. Answering Paragraphs 23, 24, 25, and 26 of the Complaint, Defendants assert that  
9 the allegations contained therein are a legal conclusion to which no response is required. To the  
10 extent these Paragraphs contain any factual allegations requiring a response, Defendants deny same.

11 **AS AND FOR A THIRD CLAIM AGAINST DEFENDANT**  
12 **NADY FOR CIVIL CONSPIRACY, AIDING AND ABETTING,  
13 **CONCERT OF ACTION AND AS THE ALTER EGO**  
14 **OF THE CORPORATE DEFENDANTS****

15 11. Answering Paragraph 27 of the Complaint, Defendants repeat and reallege their  
16 answers to the allegations contained in Paragraphs 1 through 26 as though fully set forth herein.

17 12. Answering Paragraphs 28, 30, 31, 32, 33, 34, 35, 36, 37 and 38 of the Complaint,  
18 Defendants deny each and every allegation contained therein, including all sub-parts.

19 13. Answering Paragraph 29 of the Complaint, Defendants assert that the allegations  
20 contained therein are a legal conclusion to which no response is required. To the extent this  
21 Paragraph contains any factual allegations requiring a response, Defendants deny same.

22 **AS AND FOR A FOURTH CLAIM AGAINST**  
23 **Defendants NADY FOR UNJUST ENRICHMENT**

24 14. Answering Paragraph 39 of the Complaint, Defendants repeat and reallege their  
25 answers to the allegations contained in Paragraphs 1 through 38 as though fully set forth herein.

26 15. Answering Paragraphs 40, 41, 42, 43, 44 and 45 of the Complaint, Defendants deny  
27 each and every allegation contained therein.

28 ...

**PRAYER FOR RELIEF**

Plaintiffs' prayer for relief requires no response. However, to the extent Plaintiffs' prayer asserts allegations, Defendants deny each and every allegation in the prayer for relief.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

As a first separate and affirmative defense, Defendants allege Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

As a second separate and affirmative defense, Defendants allege Plaintiffs have failed to mitigate their alleged damages, if any.

**THIRD AFFIRMATIVE DEFENSE**

As a third separate and affirmative defense, Defendants allege that Plaintiffs' damages, if any, were caused solely by the conduct of others and are not the result of any conduct of Defendants A Cab, LLC.

**FOURTH AFFIRMATIVE DEFENSE**

As a fourth separate and affirmative defense, Defendants allege that Plaintiffs' claims are not ripe in this forum.

**FIFTH AFFIRMATIVE DEFENSE**

As a fifth separate and affirmative defense, Defendants allege that Plaintiffs' claims are barred because Plaintiffs' own actions were the proximate cause of their damages, if any.

**SIXTH AFFIRMATIVE DEFENSE**

As a sixth separate and affirmative defense, Defendants allege that this Court does not have jurisdiction because Plaintiffs have failed to exhaust their administrative remedies as required by Nevada law.

**SEVENTH AFFIRMATIVE DEFENSE**

As a seventh separate and affirmative defense, Defendants allege that Plaintiffs' Complaint is barred by the doctrine of res judicata.

**EIGHTH AFFIRMATIVE DEFENSE**

As an eighth separate and affirmative defense, Defendants allege that Plaintiffs' Complaint is barred by the doctrine of collateral estoppel.

**NINTH AFFIRMATIVE DEFENSE**

As a ninth separate and affirmative defense, Defendants allege that Plaintiffs have failed to maintain their claims pursuant to Nevada Rule of Civil Procedure 23 governing class actions.

**TENTH AFFIRMATIVE DEFENSE**

As a tenth separate and affirmative defense, and pursuant to N.R.C.P. 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' answer to the Complaint, and therefore, these answering Defendants reserve the right to amend their answer to allege additional affirmative defenses if subsequent investigation so warrants.

**ELEVENTH AFFIRMATIVE DEFENSE**

As an eleventh separate and affirmative defense, Defendants deny each and every allegation of Plaintiffs' Complaint not specifically admitted or otherwise pled to herein.

**TWELFTH AFFIRMATIVE DEFENSE**

As a twelfth separate and affirmative defense, it has been necessary for this answering Defendants to retain the services of an attorney to defend this action, and Defendants are entitled to a reasonable sum as and for attorney's fees.

**THIRTEENTH AFFIRMATIVE DEFENSE**

As a thirteenth separate and affirmative defense, Plaintiffs' claims are barred by statute of limitations / laches.

**FOURTEENTH AFFIRMATIVE DEFENSE**

As a fourteenth separate and affirmative defense, Plaintiffs' claims are barred by unclean hands / in pari delicto/ illegality.

**FIFTEENTH AFFIRMATIVE DEFENSE**

As a fifteenth separate and affirmative defense, Plaintiffs' claims are barred by fraud / theft.

...

**SIXTEENTH AFFIRMATIVE DEFENSE**

As a sixteenth separate and affirmative defense, Plaintiffs' claims are barred by equitable estoppel.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

As a seventeenth separate and affirmative defense, Plaintiffs' claims are barred or otherwise limited by offset / setoff / or payments that have already been made to the amounts in question.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

As a eighteenth separate and affirmative defense, Plaintiffs' demand for attorney fees is barred by the lack of any legal basis for Plaintiff attorney fees.

**NINETEENTH AFFIRMATIVE DEFENSE**

As a nineteenth separate and affirmative defense, Plaintiffs, through knowledge of all facts relating to the acts alleged in their Complaint, ratified through their respective acts, omissions and/or failure(s) to act, any act alleged to have been done or committed by the Defendants.

**TWENTIETH AFFIRMATIVE DEFENSE**

As a twentieth separate and affirmative defense, Defendants hereby incorporate by reference those affirmative defenses enumerated in NRCP 8 for the specific reason of not waiving the same.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

As a twenty-first separate and affirmative defense, at all times, Defendants acted reasonably and in good faith in their dealings with Plaintiffs.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

As a twenty-second separate and affirmative defense, Defendants acted in good faith and did not directly or indirectly perform any acts whatsoever which would constitute a breach of any duty owed to Plaintiffs.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

As a twenty-third separate and affirmative defense, Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

As a twenty-fourth separate and affirmative defense, Plaintiffs unreasonably and

unjustifiably delayed the assertion of their purported claims, all to Defendants' substantial detriment.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

As a twenty-fifth separate and affirmative defense, Plaintiffs' claims are barred as Plaintiffs have received payment in full.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

As a twenty-sixth separate and affirmative defense, Plaintiffs' claims are barred as Defendants based their actions upon information provided by the pertinent state and/or federal agencies, and not in ignorance/violation of the law.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

As a twenty-seventh separate and affirmative defense, Plaintiffs' claims are barred as punitive damages are not permissible.

WHEREFORE, Defendants prays as follow:

1. That Plaintiffs take nothing by way of their Complaint;
2. That Plaintiffs' Complaint be dismissed with prejudice in its entirety and Judgment entered in favor of Defendants;
3. That Defendants be awarded their attorneys' fees, costs, and interest; and
4. For such other and further relief as this Court deems just and proper.

DATED this 27<sup>th</sup> day of January, 2017.

**RODRIGUEZ LAW OFFICES, P.C.**

/s/ Esther C. Rodriguez, Esq.  
Esther C. Rodriguez, Esq.  
Nevada Bar No. 6473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
*Attorneys for Defendants*



**DEFENDANTS' THIRD-PARTY COMPLAINT**

Defendants/Third-Party Plaintiffs A CAB, LLC and CREIGHTON J. NADY (hereinafter "Third-Party Plaintiffs"), by and through their attorneys of record, hereby assert their Third-Party Complaint against Third-Party Defendants LEON GREENBERG, LEON GREENBERG PROFESSIONAL CORPORATION, and DANA SNIEGOCKI (hereinafter collectively "Third-Party Defendants"), as follows:

**GENERAL ALLEGATIONS**

1. At all times mentioned herein, Third-Party Plaintiff A Cab, LLC ("A Cab") is and was a Nevada Limited Liability Company licensed to do business as a taxicab company in the County of Clark, State of Nevada.

2. At all times mentioned herein, Third-Party Plaintiff Creighton J. Nady ("Nady"), a resident of Clark County, Nevada, is and was the sole managing member of A Cab, LLC.

3. At all times mentioned herein, it is believed Third-Party Defendant Leon Greenberg ("Greenberg"), is an attorney practicing in Clark County, Nevada who was not an employee of A Cab or Nady's, and has no relationship to either Third-Party Plaintiff.

4. At all times mentioned herein, it is believed Third-Party Defendant Leon Greenberg Professional Corporation ("Greenberg PC"), is a Nevada Domestic Corporation licensed to do business in the County of Clark, State of Nevada.

5. At all times mentioned herein, it is believed Third-Party Defendant Dana Sniegocki ("Sniegocki"), is an attorney practicing in Clark County, Nevada who was not an employee of A Cab or Nady's, and has no relationship to either Third-Party Plaintiff.

6. A Cab's obligations to pay the plaintiffs arose under employment and/or wage agreements, or in other words through an employer-employee relationship.

7. Plaintiffs' claims in the underlying action arise solely from each driver's employer-employee relationship.

8. At all time mentioned herein, Greenberg, Greenberg PC, and Sniegocki (collectively referred to as "Third-Party Defendants") never had an employer-employee relationship with any of the Third-Party Plaintiffs.



1           9.       On or about September 2012, Third-Party Defendants obtained the names and  
2 addresses of A Cab's drivers from someone other than A Cab.

3           10.       Before Third-Party Defendants had a client or filed a lawsuit, Third-Party  
4 Defendants maliciously and willfully trolled for clients by using the private personal information of  
5 A Cab's drivers which he and/or she had obtained to solicit new clients. Contacting the employee  
6 drivers of A Cab through personalized letters was an invasion of their privacy. Greenberg and/or  
7 Sniegocki used private personal information to solicit new clients for the benefit of each of the  
8 Third-Party Defendants.

9           11.       Since September 2012 through the present, Third-Party Defendants have continued  
10 to troll for clients by targeting Third-Party Plaintiffs' employees and drivers, including the use of  
11 online marketing, direct mailers, and publications distributed to Third-Party Plaintiffs' employees.

12           12.       Third-Party Defendants' solicitation of remunerative employment was a business  
13 transaction which he and/or she engaged in for his and/or her own financial benefit. It was a  
14 business act or practice. Third-Party Defendants let potential clients know their names and their  
15 interest in performing legal services for them.

16           13.       Third-Party Defendants' trolling for clients was false and deceptive. Greenberg  
17 gave his opinion on liability indicating to Third-Party Plaintiffs' employees that A Cab may have  
18 violated Nevada's Minimum Wage laws and may owe them and many other taxi drivers unpaid  
19 minimum wages. He made calculations and expressed his personal belief that many taxi drivers  
20 were collecting less than minimum wage. Greenberg's unsolicited legal advice was designed to  
21 suggest he had some significant personal knowledge about and concern for the recipient.

22           14.       Third-Party Defendants acted intentionally in a manner designed to interfere with the  
23 agreements and relationships between Third-Party Plaintiffs and its drivers.

24           15.       Third-Party Defendants have failed to prosecute the action in the best interest of the  
25 Plaintiffs, but rather seek self-profit; and therefore have acted in their own financial interest and  
26 benefit.

27           16.       Such actions by the Third-Party Defendants include but are not limited to a complete  
28 absence of communication with Plaintiffs regarding Third-Party Plaintiffs' offers of resolution, far

1 exceeding the value of the claim. Such offers were in the best interest of the individual Plaintiff,  
2 but not of Third-Party Defendants, and therefore were deliberately withheld to the detriment of  
3 Plaintiffs and Third-Party Plaintiffs.

4 17. Third-Party Defendants have engaged in an escalation of attorney fees and costs in  
5 order to maximize the profit of a fee-shifting provision, and continue to refuse offers of alternative  
6 dispute resolution, mediation, or settlement conferences all of which would be in the best interest of  
7 the Plaintiffs, but not of Third-Party Defendants.

8 18. Third-Party Defendants have also damaged Third-Party Plaintiffs by interfering with  
9 Third-Party Plaintiffs' business and have attempted to enjoin Third-Party Plaintiffs' settlement in  
10 other matters.

11 19. Third-Party Defendants have also interfered with the contractual relations between  
12 Third-party Plaintiffs and former employees, including but not limited to Wendy Gagliano who was  
13 enticed and/or coerced to breach her written contract with Third-Party Plaintiffs.

14 20. With such actions, Third-Party Defendants have damaged Third-Party Plaintiffs with  
15 an escalation of legal fees and costs and prolonged litigation, thereby adversely affecting the  
16 business, livelihood, well-being, and reputation of Third-Party Plaintiffs.

## 17 FIRST CAUSE OF ACTION

### 18 (Champertry)

19 21. Third-Party Plaintiffs incorporate by reference each and every allegation contained  
20 in paragraphs 1 through 20 of the Third-Party Complaint as specifically set forth herein.

21 22. Plaintiffs initially had no interest in this litigation, and through the time of their  
22 depositions, had no understanding of their claims against Third-Party Plaintiffs.

23 23. Third Party-Defendants solicited the Plaintiffs to initiate this litigation.

24 24. Third Party-Defendants undertook this litigation at their own expense and  
25 prosecuted this action on behalf of Plaintiffs in consideration for receiving, in the event of success,  
26 a part of the proceeds of the litigation and personal profit from the litigation.

27 25. The actions taken by Third-Party Defendants have not been in the best interest of the  
28 Plaintiffs who they purport to represent, but instead they have acted in their own self-interests in

1 seeking personal profit from litigation.

2 26. This conduct by Third-Party Defendants was unlawful and as a result, Third-Party  
3 Plaintiffs have been damaged.

4 27. Third-Party Plaintiffs' damages include its legal fees, interruption of business for the  
5 time spent on this case during work hours, and damage to its business interests.

## 6 SECOND CAUSE OF ACTION

### 7 (Intentional Interference with Contractual Relations)

8 28. Third-Party Plaintiffs incorporate by reference each and every allegation contained  
9 in paragraphs 1 through 27 of the Third-Party Complaint as specifically set forth herein.

10 29. Third-Party Plaintiffs have entered into contractual relations with third parties which  
11 Third-party Defendants have intentionally interfered with to the detriment of Third-party Plaintiffs.

12 30. One such contract was wherein A Cab, LLC entered into a contract known as  
13 "Severance Agreement and Release" on or about June 18, 2013, with employee Wendy A. Parison-  
14 Gagliano ("Gagliano").

15 31. In this above referenced contract, Gagliano agreed to a nondisclosure and  
16 confidentiality clause upon her separation from A Cab, LLC, in which she agreed to keep  
17 confidential and not disclose to anyone any information concerning company business not of a  
18 public nature.

19 32. Additionally, in the above referenced contract, Gagliano agreed to a  
20 nondisparagement clause agreeing not to knowingly publish any oral or written statement that is  
21 negative, disparaging, defamatory or critical of Company, its officers or employees.

22 33. In exchange, Gagliano received and accepted \$20,000 severance compensation.

23 34. Third-Party Defendants have deliberately induced and/or coerced Gagliano into  
24 breaking her contract with Third-Party Plaintiff.

25 35. Third-Party Defendants have obtained a declaration from Gagliano in which she  
26 disparages Third-Party Plaintiffs and its employees, and purports to disclose non-public information  
27 regarding company business.

28 36. Third-Party Defendants have engaged in tortious interference with contract rights

wherein they convinced Gagliano to breach her contract with Third-Party Plaintiff through the use of blackmail, threats, and/or influence.

37. Another such contract is wherein Third-Party Plaintiffs entered into an agreement with Jasminka Dubric and other employees on or about December 28, 2016 to resolve the claims arising in the District Court Case No. A721063, *Jasminka Dubric v. A Cab, LLC*.

38. Third-Party Defendants have engaged in tortious interference with contract rights wherein they have attempted to convince Dubric to breach her contract with Third-Party Plaintiffs through the use of blackmail, threats, and/or influence and/or other means.

39. As a result of such intentional acts by Third-Party Defendants, Third-Party Plaintiffs have been damaged.

40. Further, it has become necessary for Third-Party Plaintiffs to retain the services an attorney to defend against the lawsuit and to bring this Third-Party Complaint. Accordingly, Third-Party Plaintiffs are entitled to recover its reasonable attorney's fees and costs incurred herein.

WHEREFORE, Third-Party Plaintiffs, expressly reserving the right to amend this third-party complaint, demand judgment against Third-Party Defendants and each of them as follows:

1. For an award of damages in excess of \$50,000.00;
2. Punitive damages;
3. For attorneys' fees and costs of suit; and
4. For such other and further relief as this Court may deem just and proper.

DATED this 27<sup>th</sup> day of January, 2017.

**RODRIGUEZ LAW OFFICES, P.C.**

By: /s/ Esther C. Rodriguez, Esq.  
 Esther C. Rodriguez, Esq.  
 Nevada Bar No. 6473  
 10161 Park Run Drive, Suite 150  
 Las Vegas, Nevada 89145  
 Attorneys for Defendants

# EXHIBIT 2

# EXHIBIT 2

[HOME](#)[CONTACT](#)[ABOUT THE SUIT](#)[A CAB DRIVERS' PAGE](#)

## A Cab Drivers

- The lawsuit against A Cab has been certified as a class action for unpaid minimum wages owed to all drivers working for A Cab from July 1, 2007 through December 31, 2015. That means all drivers who worked for the company during that time period are eligible to benefit if this case has a successful outcome.
- We would like all current and former A Cab drivers who worked during the period of July 1, 2007 through the present to register their information with our office. **YOU CAN DO SO USING THE FORM ON THIS PAGE.** Registration is optional and you are not required to register. You may still benefit from the case without registering.
- If you'd like to see a copy of the Court's Order certifying this case as a class action, please click [HERE](#).
- Because there are over 2000 individuals who are members of the class, we are not able to speak to all drivers individually by phone. E-mail communications are much more efficient. There is no set deadline for this case to be finished and the case is not scheduled for trial until January of 2017, at the earliest. The best way to stay updated about this case is by registering your e-mail address with this office so we may communicate important updates to you.

### PLEASE FILL OUT THIS FORM

First and Last Name \*

Email: \*

☐ Check here to receive email updates

Years Employed (example: 2011-2015)

If you'd like to update your mailing address

Phone

May we contact you to help with our case?

☐ Yes☐ No☐ You may only contact me about no Cab case

EXHIBIT 3

EXHIBIT 3

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**DCRR**  
Esther C. Rodriguez, Esq.  
Nevada Bar No. 6473  
RODRIGUEZ LAW OFFICES, P.C.  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
702-320-8400  
[info@rodriguezlaw.com](mailto:info@rodriguezlaw.com)

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Michael K. Wall, Esq.  
Nevada Bar No. 2098  
Hutchinson & Steffen, LLC  
10080 West Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
702-385-2500  
[mwall@hutchlegal.com](mailto:mwall@hutchlegal.com)  
*Attorneys for Defendants*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

MICHAEL MURRAY and MICHAEL RENO,  
Individually and on behalf of others similarly  
situated,

Case No.: A-12-669926-C  
Dept. No. 1

Plaintiffs,

vs.

A CAB TAXI SERVICE LLC and A CAB, LLC,  
and CREIGHTON J. NADY,

Defendants.

**DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS**

Hearing Date: 11/18/16  
Hearing Time: 9:00 a.m.

Attorney for Plaintiffs: Leon Greenberg, Esq., and Dana Sniegocki, Esq.,  
Leon Greenberg Professional Corporation.

Attorney for Defendants: Esther C. Rodriguez, Esq.  
Rodriguez Law Offices, P.C.  
  
Michael K. Wall, Esq.  
Hutchinson & Steffen, LLC



## I.

FINDINGS

1. This matter came before the Discovery Commissioner as a Status Check for continued compliance and production following "*Defendants' Motion for Protective Order or, in the Alternative, Motion to Terminate Deposition of a Cab, LLC 30(b)(6) Witness; Motion to Limit the Deposition of Creighton J. Nady; and Motion for Protective Order from Plaintiffs' Written Discovery on Order Shortening Time,*" heard on October 12, 2016; as well as "*Plaintiffs' Motion to Compel the Production of Documents and Interrogatory Responses*" heard on June 13, 2016.

2. Following the most recent discovery hearing and status check of October 12, 2016, addressing the above referenced motions, the Nevada Supreme Court issued several decisions directly affecting the issues and discovery ordered in this matter, and thus necessitating a further discussion on compliance, production, and scope of discovery.

3. Firstly, following the Nevada Supreme Court decision of *Perry v. Terrible Herbst, Inc.*, 132 Nev. Adv. Op. No. 75 (Oct. 27, 2016), the Discovery Commissioner finds that the applicable statute of limitations and discovery period has been further defined and delineated by the Court. Accordingly, in this matter, such period is limited to a two-year time period prior to the filing of Plaintiffs' Complaint as held by the Nevada Supreme Court: "When a right of action does not have an express limitations period, we apply the most closely analogous limitations period. The MWA does not expressly indicate which limitations period applies and the most closely analogous statute to the MWA is NRS 608.260, as both permit an employee to sue his employer for failure to pay the minimum wage. Moreover, applying the NRS 608.260 limitations period is consistent with Nevada minimum wage law." *Id.* at pp. 10-11.

4. The Discovery Commissioner finds that Plaintiffs' Complaint was filed October 8, 2012, and thus the applicable period for discovery commences October 8, 2010. Plaintiffs disagreed with this finding, arguing for an equitable tolling period. The Discovery Commissioner finds that any argument by Plaintiffs for deviating from the Supreme Court decision will have to be further briefed, and brought by motion.

5. The Discovery Commissioner also finds that further guidance has been provided by the

1 Nevada Supreme Court pertaining to health care benefits and the discovery disputes surrounding  
2 this issue. Following the decision of *MDC Rests. v. Eighth Jud. Dist. Ct.*, 132 Nev Adv. Op. No. 76  
3 (October 27, 2016), the Supreme Court has indicated "with regard to whether employers must  
4 'offer' or 'enroll' employees in health benefit plans to pay the lower-tier wage, our holding is  
5 consistent with the Labor Commissioner's promulgations, see NAC 608.102 (2007) (providing that  
6 an employer must 'offer' health benefits), and the language of the MWA is plain: employers need  
7 only offer health benefits to pay the lower-tier wage." *Id.* at p. 12.

8 6. The Discovery Commissioner finds that the following discovery pertaining to health  
9 insurance is appropriate: costs of health insurance for the five years at issue (2010-2015) for all  
10 ~~employees at all~~ <sup>Paid for the employees</sup> levels (individual plan and family plan); the criteria to access or to participate in the plan; and the  
11 waiting period for access to the plan.

12 7. In accordance with the parameters outlined by the Discovery Commissioner's order on  
13 *Defendants' Motion for Protective Order*, the continued deposition of Defendant's NRCP 30(b)  
14 witness was scheduled on November 22, 2016. The Discovery Commissioner further addressed the  
15 difficulties presented at the prior deposition by both parties, and indicates that she will be available  
16 to the parties should problems arise. In the event that the deposition is discontinued pursuant to  
17 Rule 30(d), and the Commissioner hears the Motion for Protective Order, the losing party will pay  
18 fees and costs.

19 8. In further discussion pertaining to Defendants' tax information (including that of non-  
20 parties) to be produced to Plaintiffs, the Discovery Commissioner finds that such records should  
21 remain confidential pursuant to NRCP 26(c) within the confines of litigation until otherwise ordered  
22 by the District Court Judge.

23 9. In further discussion regarding the prior extended discovery dates arising from the hearing of  
24 October 12, 2016, Defendants lodged an objection with the District Court asserting they would be  
25 prejudiced with the new initial expert deadline falling on December 23, 2016, and rebuttal expert  
26 deadline of January 23, 2017, and thus requested through February 3, 2017 to account for the  
27 holidays. The Discovery Commissioner finds the following new dates are appropriate, and finds  
28 that any *Objection to the DCR&R* will be withdrawn:

1 Close of Discovery: April 28, 2017;  
2 Deadline to file motions to amend pleadings/add parties: January 27, 2017;  
3 Final dates for initial expert disclosures: January 27, 2017;  
4 Final date for rebuttal expert disclosures: February 28, 2017;  
5 Final date to file dispositive motions: May 31, 2017;  
6 Case Ready for Trial: July 10, 2017.

7 II.

8 RECOMMENDATIONS

9 IT IS HEREBY RECOMMENDED that following the decisions recently issued by the  
10 Nevada Supreme Court, the following revisions be made to the prior Discovery Commissioner  
11 Report and Recommendation of October 12, 2016 pertaining to "*Defendants' Motion for Protective*  
12 *Order or, in the Alternative, Motion to Terminate Deposition of a Cab, LLC 30(b)(6) Witness;*  
13 *Motion to Limit the Deposition of Creighton J. Nady; and Motion for Protective Order from*  
14 *Plaintiffs' Written Discovery on Order Shortening Time*";

15 WHEREAS IT WAS PREVIOUSLY RECOMMENDED that alternative relief be provided  
16 to Plaintiffs in that Defendant will provide supporting documentation and identification of  
17 distributions, salary, payment to Mr. Nady and family for 2007-2015, this RECOMMENDATION is  
18 modified to encompass the years 2010-2015.

19 WHEREAS IT WAS PREVIOUSLY RECOMMENDED that A Cab Taxi Service will  
20 provide its profit and loss statements for 2007-2015, this RECOMMENDATION is modified to

21 encompass the years 2010-2015. *Further, the discovery regarding health*  
22 *insurance information will be produced in accordance with paragraph 6*

23 IT IS FURTHER RECOMMENDED that Defendants' tax information (including that of  
24 non-parties) produced to Plaintiffs should remain confidential pursuant to NRC 26(c) within the  
25 confines of litigation until otherwise ordered by the District Court Judge. *Findings*  
*Section 6*

26 THE DISCOVERY COMMISSIONER FURTHER RECOMMENDS that the Objection to  
27 the Discovery Commissioner Report and Recommendation of October 12, 2016 be WITHDRAWN  
28 and the following dates be implemented:

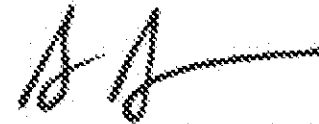
1. The Discovery Cutoff is extended to April 28, 2017;

Case Name: Murray v. A Cab, LLC, et al.  
Case No.: A-12-669926-C

2. Deadline to file motions to amend pleadings/add parties is extended to January 27, 2017;
3. Initial Expert Disclosures are extended to January 27, 2017;
4. Rebuttal Expert Disclosures are extended to February 28, 2017;
5. The deadline for filing of dispositive motions is May 31, 2017;
6. The case will be ready for trial July 10, 2017.

The Discovery Commissioner, met with counsel for the parties, having discussed the issues noted above and having reviewed any materials proposed in support thereof, hereby submits the above recommendations.

DATED this 9 day of December, 2016.



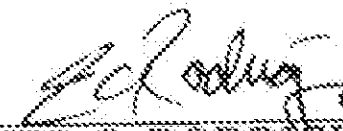
DISCOVERY COMMISSIONER

Submitted by:

**RODRIGUEZ LAW OFFICES, P.C.**

Approved as to form and content:

**LEON GREENBERG PROFESSIONAL CORPORATION**

  
ESTHER C. RODRIGUEZ, ESQ.  
Nevada Bar No.: 6473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Tel: (702) 320-8400  
Fax: (702) 320-8401  
[info@rodriguezlaw.com](mailto:info@rodriguezlaw.com)  
*Attorneys for Defendants*

*not approved*  
LEON GREENBERG, ESQ.  
Nevada Bar No.: 8094  
DANA SNIEGOCKI, ESQ.  
Nevada Bar No.: 11715  
2965 South Jones Boulevard, Suite E3  
Las Vegas, Nevada 89146  
Tel: (702) 383-6085  
Fax: (702) 385-1827  
[leongreenberg@overtimelaw.com](mailto:leongreenberg@overtimelaw.com)  
[dana@overtimelaw.com](mailto:dana@overtimelaw.com)  
*Attorneys for Plaintiffs*

Rodriguez Law Offices, P.C.

10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Tel (702) 320-8400  
Fax (702) 320-8401

Case Name: Murray v. A Cab, LLC, et al.  
Case No.: A-12-669926-C

**NOTICE**

Pursuant to NRCP 16.1(d)(2), you are hereby notified you have five (5) days from the date you receive this document within which to file written objections.

The Commissioner's Report is deemed received three (3) days after mailing to a party or his attorney, or three (3) days after the clerk of court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office. E.D.C.R. 2.34(f).

A copy of the foregoing Discovery Commissioner's Report was:

\_\_\_\_\_ Mailed to Plaintiff/Defendant at the following address on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_:

\_\_\_\_\_ Placed in the folder of counsel in the Clerk's office on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_:

✓ \_\_\_\_\_ Electronically served counsel on Dec. 16, 2016. Pursuant to N.E.F.C.R. Rule 9.

By *Notitie Lehman*  
Commissioner Designee

Case Name: Murray v. A Cab, LLC, et al.  
Case No.: A-12-669926-C

**ORDER**

The Court, having reviewed the above report and recommendations prepared by the  
Discovery Commissioner and,

\_\_\_\_\_ The parties having waived the right to object thereto,

\_\_\_\_\_ No timely objections having been received in the office of the Discovery  
Commissioner pursuant to E.D.C.R. 2.34(f),

\_\_\_\_\_ Having received the objections thereto and the written arguments in support of said  
objections, and good cause appearing,

\* \* \*

AND

\_\_\_\_\_ IT IS HEREBY ORDERED the Discovery Commissioner's Report and  
Recommendations are affirmed and adopted.

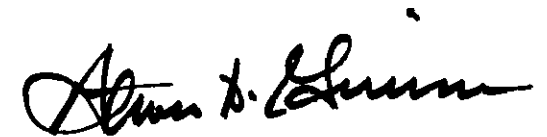
\_\_\_\_\_ IT IS HEREBY ORDERED the Discovery Commissioner's Report and  
Recommendations are affirmed and adopted as modified in the following manner  
attached hereto.

\_\_\_\_\_ IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report  
and Recommendations is set for \_\_\_\_\_, 201\_\_\_\_, at \_\_\_\_\_ a.m.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
DISTRICT COURT JUDGE

# EXHIBIT "I"



CLERK OF THE COURT

RTRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA

MICHAEL MURRAY, ET AL.,

Plaintiffs,

vs.

A CAB TAXI SERVICE LLC, ET AL.,

Defendants.

CASE NO. A669926

DEPT. I

BEFORE THE HONORABLE BONNIE A. BULLA, DISCOVERY COMMISSIONER

WEDNESDAY, FEBRUARY 8, 2017

**RECORDER'S TRANSCRIPT OF PROCEEDINGS**  
**PLAINTIFFS' MOTION TO COMPEL COMPLIANCE WITH SUBPOENA**

APPEARANCES:

For the Plaintiffs:

LEON GREENBERG, ESQ.

For the Defendants:

ESTHER C. RODRIGUEZ, ESQ.  
MICHAEL K. WALL, ESQ.

RECORDED BY: FRANCESCA HAAK, COURT RECORDER



1 Las Vegas, Nevada - Wednesday, February 8, 2017, 9:10 a.m.

2 \* \* \* \* \*

3 DISCOVERY COMMISSIONER: Murray.

4 MR. GREENBERG: Good morning, Your Honor. Leon Greenberg, for Plaintiff.

5 DISCOVERY COMMISSIONER: Good morning.

6 MS. RODRIGUEZ: Good morning, Your Honor. Esther Rodriguez, for the  
7 Defendants.

8 MR. WALL: And Michael Wall, for the Defendants.

9 DISCOVERY COMMISSIONER: Good morning. Do I have anyone here  
10 representing the law firm that was subpoenaed, Kamer Zucker and Abbott?

11 MR. GREENBERG: No, Your Honor, and none of the parties requested their  
12 appearance. Speaking for Plaintiff, we certainly don't want to burden them unnecessarily, if  
13 possible.

14 DISCOVERY COMMISSIONER: All right.

15 MS. RODRIGUEZ: I did not request that Mr. Kamer attend. It appears, after  
16 reviewing Mr. Greenberg's reply, that if Your Honor wants an affidavit from Mr. Kamer, I  
17 can get that, but I'm further trying to discuss this with Mr. Greenberg as to what we're  
18 actually looking for here.

19 DISCOVERY COMMISSIONER: Mr. Greenberg, let me just make sure I understand  
20 what you want. You want the documents that the Defendants produced to the Department of  
21 Labor, which would provide you with information of all hours and wages paid to the  
22 Defendant cab drivers, and I believe it was a four-month period because that's what they  
23 compiled from their data.

24 MR. GREENBERG: Your Honor, there were four pay periods. They reviewed the  
25 trip sheets for those four pay periods. They created Excel files to analyze the hours shown

1 by the trip sheets for each driver for those four pay periods. We have Mr. Nady's testimony  
2 on this, the process that was involved. He stated at his deposition those Excel files were  
3 given to the DOL. That's what we're looking for, Your Honor.

4 DISCOVERY COMMISSIONER: Okay. So let's just be very specific. We're  
5 looking for the Excel files that were given to the Department of Labor, and I had a four-  
6 month period, but you're saying four pay periods. Is it one pay period a month?

7 MR. GREENBERG: Two weeks, Your Honor. Two weeks. Each pay period is two  
8 weeks.

9 DISCOVERY COMMISSIONER: Okay. So we have two months of data?

10 MR. GREENBERG: Yes, Your Honor. It's not consecutive. They were four random  
11 pay periods from different parts of the year Mr. Nady testified.

12 DISCOVERY COMMISSIONER: I understand. Thank you.

13 Ms. Rodriguez --

14 MS. RODRIGUEZ: Yes, Your Honor.

15 DISCOVERY COMMISSIONER: -- all of the information that Plaintiffs' counsel is  
16 seeking in what I'm going to deem an Excel spreadsheet, for lack of a better phrase -- I think  
17 that's what it is, correct? Is that right?

18 MS. RODRIGUEZ: No one has seen that document, Your Honor, but that's my  
19 understanding, yes.

20 DISCOVERY COMMISSIONER: How can you have not seen something you said  
21 you required -- or your position is you instructed your client to compile for DOL?

22 MS. RODRIGUEZ: They're totally separate issues, and basically hearing what he's  
23 saying --

24 DISCOVERY COMMISSIONER: Okay. Stop. I'm done with this. I want to know  
25 exactly the documents that are being requested from the Plaintiff -- or to the Plaintiff from

1 the Defendant, those documents that were presented to the DOL. What are we looking at?  
2 What is the Plaintiff requesting here?

3 MS. RODRIGUEZ: They're none of these, Your Honor.

4 DISCOVERY COMMISSIONER: What do you mean? What is none of these?

5 MS. RODRIGUEZ: There are basically three documents that we are asserting a  
6 privilege for. None of those three documents are what he just described.

7 DISCOVERY COMMISSIONER: Are those --

8 MS. RODRIGUEZ: None of these --

9 DISCOVERY COMMISSIONER: -- three documents -- were those three documents  
10 given to the DOL?

11 MS. RODRIGUEZ: No, Your Honor, they were not. They were not disclosed to the  
12 DOL.

13 DISCOVERY COMMISSIONER: What are they?

14 MS. RODRIGUEZ: They were documents prepared when the DOL was commence --  
15 right in the middle of their audit, A Cab did a whole bunch of different analyses to -- for  
16 tips, and for credit cards, and there was a big argument with the DOL about the IRS  
17 declaration. It has nothing to do with what he's looking for. They were never disclosed to  
18 the DOL. They're internal documents that were only between Mr. Nady, Mr. Kamer, and  
19 myself, and --

20 DISCOVERY COMMISSIONER: What did those internal documents consist of?  
21 Are they compilations of information from data that you already have and that has been  
22 produced to the Plaintiff?

23 MS. RODRIGUEZ: Not in total, but yes, portions.

24 DISCOVERY COMMISSIONER: So I feel like every time that you all are in front of  
25 me, there is a disconnect between what the Plaintiff is asking for, and what the Defendant

1 thinks the Plaintiff is asking for, and what actually may exist. Now, why is that? Why is it  
2 that every single time you're in front of me I just truthfully do not believe you have an idea  
3 of what the other side is really asking for. Why is that?

4 MS. RODRIGUEZ: Well --

5 DISCOVERY COMMISSIONER: Are you not communicating with each other?

6 MS. RODRIGUEZ: We are not, Your Honor.

7 DISCOVERY COMMISSIONER: Because when I read through the documents or  
8 the pleadings that were presented -- and I did look at the reply specifically -- it seemed to me  
9 that the information from Mr. Greenberg's discussions with Mr. Kamer, who, unfortunately,  
10 is not here, seems to me that it was information that was provided to the DOL that the  
11 Plaintiff was looking for, specifically I guess four pay periods, not four months, but for four  
12 pay periods of random selection that would determine the wages and hours that were paid by  
13 the Defendant for cab drivers, correct?

14 MS. RODRIGUEZ: I don't have that document, Your Honor. Mr. Kamer doesn't  
15 have that document. We've given him a full authorization to get that directly from the DOL  
16 if, in fact, it exists, Your Honor.

17 DISCOVERY COMMISSIONER: Why wouldn't you keep a copy of something that  
18 was given to the DOL, as their --

19 MS. RODRIGUEZ: Your Honor --

20 DISCOVERY COMMISSIONER: -- lawyer for the Defendant?

21 MS. RODRIGUEZ: -- we have been here on multiple occasions on that issue. I don't  
22 believe it exists, Your Honor. I really don't. And I've represented that to the Court. I've  
23 never seen it. If the DOL has something that would satisfy him, he has full authorization.  
24 We've requested everything from the DOL as well to see what do they have. Here it is. I  
25 don't think it exists, Your Honor.

1 DISCOVERY COMMISSIONER: Do you have everything from the DOL?

2 MS. RODRIGUEZ: No, Your Honor, we do not. That was just kind of a double-  
3 check because I've given him everything that we gave to the DOL, that A Cab gave to the  
4 DOL, but as a double assurance, I requested everything from the DOL to say give me  
5 everything you have. Let me turn it over to Mr. Greenberg.

6 DISCOVERY COMMISSIONER: Did you give the DOL Excel files?

7 MS. RODRIGUEZ: No, I don't believe so, no.

8 DISCOVERY COMMISSIONER: Mr. Greenberg, did you talk to Mr. Kamer?

9 MR. GREENBERG: I did speak with Mr. Kamer, and in my discussion with him he  
10 told me the materials at issue had been shared with the Department of Labor, okay?  
11 Obviously, that's an important issue in terms of --

12 DISCOVERY COMMISSIONER: I'm sorry. What had --

13 MR. GREENBERG: He had told me that the materials at issue -- we're talking about  
14 three items, okay? The most important one, which I address in my papers, is the 12/10/11,  
15 12/23/11 Excel, with a number 1 on the privilege list.

16 Mr. Kamer told me that these materials had been shared with the Department  
17 of Labor, but I want to be clear to Your Honor he did not confirm or identify any of the  
18 specific materials to me at all, so is it conceivable he was talking about some and not others?  
19 I don't want to preclude that possibility, Your Honor. Okay. I don't want to misrepresent  
20 his communication with me, but that was his communication with me, Your Honor.

21 I'm working off of the testimony of Defendants' witness. Defendants' witness  
22 was very clear that these four pay periods were compiled; they were given to the Department  
23 of Labor; he testified extensively at his deposition about it. You have it in the Exhibit. I can  
24 refer you --

25 DISCOVERY COMMISSIONER: Did you -- I understand --

1 MR. GREENBERG: Yeah.

2 DISCOVERY COMMISSIONER: -- what he said. That doesn't mean it exists.

3 MR. GREENBERG: Yes, Your Honor.

4 DISCOVERY COMMISSIONER: Did you talk with Mr. Kamer about this four-pay-  
5 period compilation that was apparently or allegedly done and presented to the Department of  
6 Labor?

7 MR. GREENBERG: Your Honor, I did not discuss that with Mr. Kamer. In Exhibit  
8 A to the reply, there is a one-page sheet which Defendants have asserted is all that remains of  
9 these four Excel pay periods. They made the four Excels. Then they made a one-page  
10 summary of the four Excels. Exhibit A, the very first page, it lists four pay periods, as you --

11 DISCOVERY COMMISSIONER: Unfortunately, you didn't provide a courtesy copy  
12 to us, so I do not have Exhibit A.

13 MR. GREENBERG: Your Honor, if I could approach?

14 DISCOVERY COMMISSIONER: Yes.

15 MR. GREENBERG: I apologize, Your Honor.

16 The column there, Your Honor, it says Pay Periods, first, the first line is the  
17 same pay period that's identified in Ms. Rodriguez's privilege log, 2/11 through 2/24/2011  
18 or 2010, and she describes this in her privilege log as an internal compilation of drivers' trip  
19 sheets.

20 Your Honor, I'm just going on what I have here.

21 DISCOVERY COMMISSIONER: Well --

22 MR. GREENBERG: I mean, it's completely identical. Presumably it is, in fact, the  
23 original Excel file or one of the four Excel files that Mr. Nady testified were collected and  
24 that is identified further in that one-page document I just showed Your Honor.

25 Defendants, in their opposition, are extremely scant in their description of what

1 this thing is that they call Defendant privilege number 1, and it's sort of a difficult situation.  
2 I respect the process here, Your Honor. I respect the integrity of the privilege issue, and so  
3 forth, and obviously the Court has to be mindful of that.

4 But, on the other hand, I can't -- you understand what I'm saying, Your  
5 Honor -- conclude from what's in the record here that, in fact, this is making any sense. I  
6 mean, we don't really know what this is. We certainly don't know on this record whether  
7 this was given to the Department of Labor or not. I mean, Mr. Kamer presumably could, you  
8 know, corroborate whether that Defendant privilege 1 actually went to the DOL or not,  
9 which I think would be determinative of -- I mean, if it went, then that's the end of it. They  
10 should produce it to me, Your Honor. There clearly can be no privilege if they disclosed it in  
11 that fashion, so --

12 DISCOVERY COMMISSIONER: Well, and the work product privilege is not  
13 absolute, and so the issue is can the Plaintiff obtain the information in some other fashion,  
14 and, presumably, if you have all the Excel spreadsheets, you can. But the issue is what did  
15 the Department of Labor actually review in terms of this internal analysis, and we don't have  
16 the answer to that question. Mr. Kamer apparently is not here today. I would have thought  
17 the Defendants would have provided me with an answer to that question.

18 With respect to the internal analysis of driver time from 12/10/11 to 12/23/11  
19 I'm assuming, Ms. Rodriguez, that this information was compiled off of the Excel  
20 spreadsheets.

21 MS. RODRIGUEZ: It was not, Your Honor, and I --

22 DISCOVERY COMMISSIONER: Well, how did you derive it, since this is the  
23 information you've been trying to get from day one?

24 MS. RODRIGUEZ: It's right off the trip sheets, Your Honor. It's right off the trip  
25 sheets.

1 DISCOVERY COMMISSIONER: Off the trip sheets. So there's no attorney opinion  
2 in there. There's no attorney evaluation. It's simply pulling the information off of the trip  
3 sheets and putting in this internal analysis of driver time.

4 MS. RODRIGUEZ: Your Honor, I would offer, if this is a solution, because the  
5 document that we're asserting the privilege for again is not in the least what he thinks it is. It  
6 does not -- it just happens to overlap to that December -- that first pay period that he wants.  
7 It does not show all of the items in his Exhibit A. It doesn't show any of those items. It  
8 doesn't show wages. It doesn't show minimum wage. It doesn't show shifts. It doesn't  
9 correlate in the least. And I would be happy to --

10 DISCOVERY COMMISSIONER: Well, what does it show, and why --

11 MS. RODRIGUEZ: Well, Your Honor --

12 DISCOVERY COMMISSIONER: -- is it so important that you can't turn it over if  
13 it's just numbers?

14 MS. RODRIGUEZ: Well, it's an analysis, Your Honor.

15 DISCOVERY COMMISSIONER: An analysis of what?

16 MS. RODRIGUEZ: I cannot disclose that, Your Honor, before Mr. Greenberg.

17 DISCOVERY COMMISSIONER: Why don't you provide me with the document.

18 MS. RODRIGUEZ: Well, I only have page 1. It's a long document, but I can show  
19 you -- I can approach, Your Honor, and show you that it does not have those items, but the  
20 remainder of the pages would have the remainder of the analysis.

21 [Ms. Rodriguez hands document to the Marshal]

22 MS. RODRIGUEZ: And, Your Honor, as far as Mr. Kamer, this is the first -- I'm  
23 shocked to hear what Mr. Greenberg is representing to the Court, that Mr. Kamer said that he  
24 disclosed these things to the DOL because that's absolutely --

25 DISCOVERY COMMISSIONER: I'm not sure that's what Mr. Greenberg said.



1 MS. RODRIGUEZ: Well, he indicated in his discussions that Mr. Kamer had  
2 indicated these documents were disclosed to the DOL. Mr. Kamer has never made that  
3 indication in front of me, or I would be very doubtful that that was the communication to Mr.  
4 Greenberg. I'd be happy to get an affidavit or have Mr. Kamer appear because these  
5 absolutely were not disclosed to the DOL.

6 DISCOVERY COMMISSIONER: So this information that I'm looking at appears to  
7 be shift times, right? I mean, that's what it looks like to me.

8 MS. RODRIGUEZ: It's, yeah --

9 DISCOVERY COMMISSIONER: Drivers --

10 MS. RODRIGUEZ: -- it's trip.

11 DISCOVERY COMMISSIONER: -- trip.

12 MS. RODRIGUEZ: It's each trip.

13 DISCOVERY COMMISSIONER: Right.

14 MS. RODRIGUEZ: Right.

15 DISCOVERY COMMISSIONER: And this --

16 MS. RODRIGUEZ: For that --

17 DISCOVERY COMMISSIONER: -- information was compiled?

18 MS. RODRIGUEZ: By hand.

19 DISCOVERY COMMISSIONER: By hand off of the trip sheets.

20 MS. RODRIGUEZ: Correct.

21 DISCOVERY COMMISSIONER: All right. Now, this is just page 1.

22 MS. RODRIGUEZ: Right.

23 DISCOVERY COMMISSIONER: How many pages are there of this type of  
24 information?

25 MS. RODRIGUEZ: I honestly don't know, Your Honor. It's -- I didn't print 'em all

1 out. I'm sorry. Because I was trying to determine which ones we were actually arguing  
2 about, but --

3 DISCOVERY COMMISSIONER: I think we're arguing about all of them.

4 MS. RODRIGUEZ: Well, Your Honor, my understanding, if I may be heard on this,  
5 because there is a complete disconnect, and you're asking why there's a disconnect, and  
6 that's because there's never an EDCR conference on these issues. I don't find out until we  
7 get here what he wants, and I think that's why the rules of --

8 DISCOVERY COMMISSIONER: I don't think --

9 MS. RODRIGUEZ: -- discovery are important.

10 DISCOVERY COMMISSIONER: -- that's my problem. I think that's your problem  
11 and Mr. Greenberg's problem for not communicating better.

12 I don't know why this suddenly turned into something so personal between the  
13 two of you, but it is at a level that I do not appreciate, and the personal attacks need to stop.  
14 The --

15 MS. RODRIGUEZ: Your Honor --

16 DISCOVERY COMMISSIONER: You all --

17 MS. RODRIGUEZ: -- I'm defending --

18 DISCOVERY COMMISSIONER: -- have made this --

19 MS. RODRIGUEZ: -- myself.

20 DISCOVERY COMMISSIONER: -- into something --

21 MS. RODRIGUEZ: I'm defending myself, and I want to be heard on that because I  
22 have never personally attacked Mr. Greenberg, but he has consistently personally attacked  
23 me. At this point I am defending myself, and I intend to put it in all the pleadings because I  
24 also feel that that's very unprofessional. We're both doing our job. I'm representing my  
25 client, and yet every pleading turns into a personal attack upon me.

1 DISCOVERY COMMISSIONER: I don't disagree with you, which is why I just said  
2 what I said. But it doesn't change the fact that the two of you are not communicating, and if  
3 it's because Mr. Greenberg has made this personal, and you are offended by it, which I  
4 understand, based on the history, that just simply means you're not communicating, and it's  
5 a problem for both of you and your clients, so you need to change this course, you need to  
6 change it because I understand both of you are defending your clients, so defend your clients.

7 And stop making this personal, Mr. Greenberg.

8 MR. GREENBERG: My apologies, Your Honor. That is inappropriate conduct on  
9 my part.

10 DISCOVERY COMMISSIONER: Well --

11 MR. GREENBERG: I don't mean to do that.

12 DISCOVERY COMMISSIONER: -- I think it might have started with Ms.  
13 Rodriguez's application for one of the District Court judge positions.

14 MR. GREENBERG: I understand, Your Honor, but, as a member of the Bar, I think I  
15 have an obligation to provide my view on these issues, and I did, Your Honor, and --

16 DISCOVERY COMMISSIONER: All right. Well --

17 MR. GREENBERG: -- and that is --

18 DISCOVERY COMMISSIONER: -- then you cannot be surprised why you are here  
19 with the lack of communication that has been going on because of that. You can't be  
20 surprised why we have problems in this case communicating, and I'm not here to say who is  
21 right and who is wrong in this. I am just saying that when you start making it very personal,  
22 and you take it to a level that -- whether you believe you're right or wrong -- when you take  
23 it to that level, it becomes very difficult to manage a case from a judicial perspective because  
24 I don't know if you -- you know, I just don't know what's going on with both of you, but  
25 you need to figure out a way to communicate more effectively with each other.

1 Ms. Rodriguez, the page that you showed me does not appear to me to be  
2 privileged material, period. It's a compilation of data from trip sheets. It does not involve  
3 attorney-client information, opinion. It is very basic information, and it is information that is  
4 relevant in this case, and I'm going to make you turn it over, not your opinions, not the  
5 letters that went with it, but just the data that's in that document, including the name of the  
6 drivers because we are now class certified. And I will be happy to give you 2.34E relief on  
7 it, and you can talk to the Judge about it. But even if one could argue that it -- that this data  
8 was prepared -- I don't know if the DOL is really litigation or just a government  
9 investigation, I'm not sure, but let's just say it's --

10 MS. RODRIGUEZ: There is -- there is a federal --

11 DISCOVERY COMMISSIONER: So let's --

12 MS. RODRIGUEZ: -- pleading.

13 DISCOVERY COMMISSIONER: -- say it's in anticipation of having to litigate these  
14 issues in front of the DOL. Even if that's the case, it is a qualified privilege, and the  
15 information that compiles this data is essentially numbers. It is not attorney opinion,  
16 analysis, other than taking numbers from trip sheets that have been disclosed -- so the  
17 underlying information is not privileged or confidential -- and putting it together in a format  
18 that was apparently in preparation for the DOL hearing.

19 Now, I don't know if it actually was presented to the DOL. Mr. Kamer is not  
20 here. I'm not -- I agree that if it goes to a third party, then technically if there was a privilege  
21 attached to it, it is waived. But that's -- you're not claiming attorney-client privilege.  
22 You're claiming work product privilege, which is a different privilege, right?

23 MS. RODRIGUEZ: M-hmm.

24 DISCOVERY COMMISSIONER: Different privilege. And I just don't find, based  
25 on the information that you showed me, that it constitutes the type of work product privilege

1 that we're concerned about. It's numbers derived from other information that has already  
2 been disclosed and, frankly, should probably be produced too.

3 So I don't know how many pages we're dealing with. I'm not suggesting you  
4 turn over any letters or if there are opinions within that document, then you would need to  
5 redact them.

6 MS. RODRIGUEZ: Okay.

7 DISCOVERY COMMISSIONER: But for all the drivers' names and the shift  
8 information that's there, that needs to be produced.

9 And if you want 2.34E relief, I will give it to you, but you need to ask me for  
10 it.

11 MS. RODRIGUEZ: I'm sorry. I don't even know what that is, Your Honor. I don't  
12 know the rule --

13 DISCOVERY COMMISSIONER: Oh, do you --

14 MS. RODRIGUEZ: -- that you're reviewing.

15 DISCOVERY COMMISSIONER: That would just be I would let you --

16 MS. RODRIGUEZ: Appeal to the District Court Judge on that issue.

17 DISCOVERY COMMISSIONER: Well, I won't have you produce it until after the  
18 District Court Judge signs off on the Report and Recommendations.

19 MS. RODRIGUEZ: That's probably a good idea, Your Honor, because I really need  
20 to go through the data. I'm hopeful that I'll be able to redact the items that you mentioned --

21 DISCOVERY COMMISSIONER: Okay.

22 MS. RODRIGUEZ: -- and just produce the data itself.

23 DISCOVERY COMMISSIONER: Well, I'm hoping the data is just in a sequential --

24 MS. RODRIGUEZ: Right.

25 DISCOVERY COMMISSIONER: -- sheet of documents, like -- I don't know -- 15

1 pages. I don't know how many.

2 MS. RODRIGUEZ: Right.

3 DISCOVERY COMMISSIONER: I'm making this up. But I'm --

4 MS. RODRIGUEZ: I think that's about right.

5 DISCOVERY COMMISSIONER: -- I'm hoping that it's just a very limited number  
6 of pages within whatever other document it may be contained in, and I'm not having you  
7 produce anything else, just those records within that timeframe, those four periods of time  
8 that we've discussed that would just deal with, you know.

9 MS. RODRIGUEZ: There is no -- just to be clear, we don't have --

10 DISCOVERY COMMISSIONER: You have dates --

11 MS. RODRIGUEZ: There are no --

12 DISCOVERY COMMISSIONER: -- on there.

13 MS. RODRIGUEZ: Right, right. There's only one reference, and, again, I just want  
14 Mr. Greenberg not to be surprised that first there's only, yeah, the dates that we talked about,  
15 December 10<sup>th</sup>, 2011, through December 23<sup>rd</sup>, 2011, not the other three pay periods, and it is  
16 not going to reflect, again, doesn't have any money, it doesn't have any wages in there.

17 DISCOVERY COMMISSIONER: Right. I know that.

18 MS. RODRIGUEZ: Okay.

19 DISCOVERY COMMISSIONER: I understand. It has the shift information.

20 Mr. Greenberg.

21 MR. GREENBERG: Your Honor, my only further request is that it's produced to me  
22 be in the Excel file form, that's all. They have to redact it as Your Honor instructed.

23 MS. RODRIGUEZ: It's not --

24 DISCOVERY COMMISSIONER: You know what?

25 MS. RODRIGUEZ: -- in Excel.

1 DISCOVERY COMMISSIONER: You're going to have to figure that out. I think 15  
2 pages you can deal with because I suspect that's about what it is. You can scan it and put it  
3 into whatever program you see fit, but I'll have 'em produce the hard copies.

4 MR. GREENBERG: Your Honor, if it exists in Excel, that's what was created, and  
5 I'm entitled to it in its original form.

6 DISCOVERY COMMISSIONER: Well, you're entitled to it if I recommend you're  
7 entitled to it, but I can have them produce it in however they keep it in their records, and they  
8 keep it as hard copies. Read Rule 34.

9 MR. GREENBERG: Your Honor, if they keep it in an Excel format -- Mr. Kamer  
10 indicated it exists in an Excel format.

11 DISCOVERY COMMISSIONER: Well, unfortunately --

12 MR. GREENBERG: That was --

13 DISCOVERY COMMISSIONER: -- Mr. Kamer's not here, so I can't confirm that.

14 MR. GREENBERG: Well, Your Honor, if Your Honor's making a ruling they don't  
15 have to give it to me in Excel if it exists in an Excel, that's your ruling.

16 DISCOVERY COMMISSIONER: Why don't --

17 MR. GREENBERG: I don't want to argue --

18 DISCOVERY COMMISSIONER: -- we do this. Why don't we do this. Why  
19 doesn't -- why don't I have Ms. Rodriguez just double-check whether they kept it in an  
20 Excel format or not. If they did --

21 MS. RODRIGUEZ: I will.

22 DISCOVERY COMMISSIONER: -- she'll let you know, and then you can decide if  
23 you want it. And I don't know how difficult it is, but you can pay the cost of whatever it is  
24 to put it on a thumb drive -- I just don't know -- or whatever mechanism you deem fit.

25 MR. GREENBERG: I appreciate Your Honor keeping that issue open, as you've just

1 indicated.

2 DISCOVERY COMMISSIONER: Okay. Well, it's only open to the extent that Ms.  
3 Rodriguez is going to confirm whether or not they have it in an Excel format.

4 MR. GREENBERG: Your Honor --

5 DISCOVERY COMMISSIONER: Okay?

6 MR. GREENBERG: -- I'm not asking them to put it in any format that they don't  
7 already have it in.

8 DISCOVERY COMMISSIONER: Okay. And -- but otherwise I am going to require  
9 them to provide you with the hard copies within five days after the District Court Judge signs  
10 the Report and Recommendations, and that will be the 2.34E relief so that you do not have to  
11 provide it.

12 Now, if you decide to provide it, that's fine. You can certainly do that. I don't  
13 think that there is any information contained in the type of documents that I am requiring you  
14 to produce that would be the type of work product information that we are concerned about  
15 protecting.

16 MR. GREENBERG: Yes, Your Honor.

17 DISCOVERY COMMISSIONER: And that will give you the information.

18 Is there anything else that I have missed?

19 MR. GREENBERG: In respect to this motion, Your Honor, I don't think there's  
20 anything further to address. There could be other issues to address in this case, but we've  
21 taken up a bit of your --

22 DISCOVERY COMMISSIONER: I --

23 MR. GREENBERG: -- time already today, Your Honor.

24 DISCOVERY COMMISSIONER: -- fully expect that there will be, and I'm happy to  
25 hear them. I just -- and I say this with all due respect to both of you, all of you out there --



1 Sorry, Mr. Wall, didn't mean to leave you out. I say this with all due respect to everyone, to  
2 all of you, please make an effort to communicate more effectively with each other.

3 MR. GREENBERG: Yes, Your Honor.

4 DISCOVERY COMMISSIONER: Just try. All right.

5 Plaintiffs' motion to compel is granted within the parameters discussed; no  
6 fees or costs. I do need my Report and Recommendations in ten days; Plaintiffs' counsel,  
7 I'm going to have you prepare it; run it by defense counsel to approve as to form and  
8 content.

9 I will -- assuming that we're talking about 15 pages, the Defendant will  
10 produce them at their cost. I just don't think that's going to be a significant factor.

11 If there is an indication that the information exists on an Excel, Ms. Rodriguez,  
12 I expect you to pick up the phone and talk to Plaintiffs' counsel and let him know that, and  
13 then he can decide how he wants it produced, if there's a way to do it where it's not overly  
14 burdensome to the Defendant.

15 MS. RODRIGUEZ: Right.

16 DISCOVERY COMMISSIONER: Okay?

17 MS. RODRIGUEZ: Thank you, Your Honor.

18 DISCOVERY COMMISSIONER: All right.

19 MR. GREENBERG: Thank you, Your Honor. It's been clear. Thank you for your  
20 assistance.

21 DISCOVERY COMMISSIONER: Oh, status check. Hang on.

22 THE CLERK: Status check is March 17<sup>th</sup> at 11.

23 DISCOVERY COMMISSIONER: But I think Mr. Greenberg has this down to a fine  
24 art, so I don't expect to see you.

25 MR. GREENBERG: Hope not to burden the Court further on this, yes, Your Honor,

1 thank you.

2 MS. RODRIGUEZ: Thank you.

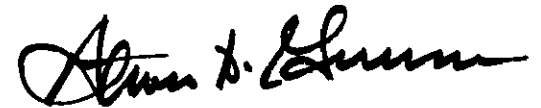
3 [Proceeding concluded at 9:36 a.m.]

4 \* \* \*

5 ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-  
6 video recording of this proceeding in the above-entitled case.

7 

8 FRANCESCA HAAK  
9 Court Recorder/Transcriber



CLERK OF THE COURT

**OPPM**

Esther C. Rodriguez, Esq.  
Nevada Bar No. 6473  
RODRIGUEZ LAW OFFICES, P.C.  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
702-320-8400  
info@rodriguezlaw.com

Michael K. Wall, Esq.  
Nevada Bar No. 2098  
Hutchison & Steffen, LLC  
10080 West Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
702-385-2500  
mwall@hutchlegal.com  
*Attorneys for Defendant A Cab, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

MICHAEL MURPHY and MICHAEL RENO,  
Individually and on behalf of others similarly  
situated,

Plaintiffs,

vs.

A CAB TAXI SERVICE LLC, A CAB, LLC, and  
CREIGHTON J. NADY,

Defendants.

Case No.: A-12-669926-C  
Dept. No. I

Hearing Date: February 14, 2017  
Hearing Time: 9:00 a.m.

**DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION ON OST TO EXPEDITE  
ISSUANCE OF ORDER GRANTING MOTION FILED 10/14/16 TO ENJOIN  
DEFENDANTS FROM SEEKING SETTLEMENT OF ANY UNPAID  
WAGE CLAIMS INVOLVING ANY CLASS MEMBERS EXCEPT AS PART  
OF THIS LAWSUIT AND FOR OTHER RELIEF AND FOR SANCTIONS**

Defendants, by and through their attorneys, Esther C. Rodriguez, Esq., of RODRIGUEZ LAW  
OFFICES, P.C., and Michael K. Wall, Esq., of HUTCHISON & STEFFEN, LLC, hereby submit this  
Opposition to Plaintiffs' Motion on OST to Expedite Issuance of Order Granting Motion Filed  
10/14/16 to Enjoin Defendants from Seeking Settlement of any Unpaid Wage Claims Involving any

Class Members Except as Part of this Lawsuit and for Other Relief and for Sanctions (hereinafter “Motion”).

**I. LEGAL ARGUMENT**

**1. Plaintiffs’ Repeated Requests for OST Are Abusive, Unnecessary, and Demonstrate a Lack of Preparedness or Focus by Plaintiffs’ Counsel.**

There is a proper and normal course for the filing of motions and setting of hearings.

**EDCR 2.20.** An order shortening time can be requested upon circumstances demonstrating good cause and justifying a shortening of the time for responsive pleading and having the parties appear.

**EDCR 2.26.** In the last month, Plaintiffs have sought and obtained three (3) Order Shortening Times for motions which they bring on an “emergency” basis with this Department as well as with that of the Hon. Kathleen Delaney and the Hon. Sally Loehrer:

- “*Motion to Have Hearing of January 31, 2017 Continued and Alternatively To Expedite Motion to Intervene On Order Shortening Time*” attached as **Exhibit A**;
- “*Motion to Have Case Reassigned to Department I per EDCR Rule 1.60 and Designated as Complex Litigation per NRCP Rule 16.1(f) on an Order Shortening Time*” attached as **Exhibit B**.

The emergency circumstances which Plaintiffs claim justify their OST’s have been created by Plaintiffs sitting on their hands, and failures to properly manage their case, and nothing more.

Most recently and relevant to this instant OST, Plaintiffs filed a Motion to Intervene on OST before Judge Delaney in the matter of *Jasminka Dubric v A Cab, et.al.*, District Court Case No. A-15-721063-C on January 27, 2017. **Exhibit A.** Judge Delaney therefore set a hearing in Department 25 on January 31, 2017, to accommodate Plaintiffs’ counsel Leon Greenberg’s (“Greenberg”) request for Order Shortening Time to intervene and his request to continue the Parties’ joint motion that was scheduled that day for a preliminary approval of settlement. Judge Delaney specifically ordered that Mr. Greenberg serve the parties by Noon on Friday, January 27, 2017 with his motion to allow 1 judicial day for the Parties to respond -- which he failed to do. Further accommodating his late service upon the Parties, and his request to move the Parties’

1 hearing on their joint motion, Judge Delaney continued the hearings until February 14, 2017.

2 Despite Judge Delaney's gracious accommodations to Mr. Greenberg, Mr. Greenberg then  
3 turned around and proceeded to file with Department 1 this instant Order Shortening Time to have  
4 his Motion to Enjoin heard on the same date as Judge Delaney's hearing on February 14, 2017.  
5 This record of events speaks for itself as to who is playing games with the judicial system, and  
6 making a mockery of the Court's hearings.

7 Importantly, what is to be heard before Judge Delaney on the same date as this hearing is  
8 Plaintiffs Michael Murray, Reno, and Sargeant's ("the Michaels") request to intervene in the matter  
9 filed by Jasminka Dubric, a separate class action minimum wage claim. The late filing of the  
10 Michael's Motion to Intervene is without explanation, other than it is an attempt to throw a wrench  
11 into a legitimate settlement which benefits all the Parties (Plaintiffs and Defendants), but foils the  
12 plans of Attorney Leon Greenberg, counsel for the Michaels in this separate matter. The Michaels  
13 have known and followed the *Dubric* case closely since its filing on July 7, 2015. In over a year  
14 and half, the Michaels have never taken any steps to intervene in that matter nor to consolidate with  
15 that matter which is clearly much further along. They now only seek to block a resolution to a case  
16 which has been litigated and settled through the mandatory settlement program with Hon. Jerry  
17 Wiese.

18 The Michaels offer no explanation as to why they would now seek to intervene, after sitting  
19 on their hands since July 2015; and in fact now do so on Order Shortening Time. It is simply bad  
20 faith actions in attempting to do so at this late stage; and one which Greenberg cannot handle as  
21 evidenced by the continued delays in the Michaels matter before this Court, and the potential for an  
22 expiration of the 5 year rule in this case (in which case all client rights will be lost).

23 Therefore, with their filings in both Departments, the Michaels are in essence hedging their  
24 bets. They seek to intervene in the class action matter before Judge Delaney to latch on to what the  
25 parties have accomplished in that matter; and at the same time are requesting this Court to enjoin  
26 Judge Delaney from proceeding with her case while this matter is pending. The expectation would  
27 be for Greenberg to profit from whichever case is ultimately more successful.

28 . . .

2. **There Are No Evil Intentions in Defendants' Attempts to Pay Monies to the Claimant Taxi Drivers.**

In Plaintiffs' instant motion, Greenberg goes through great lengths to hurl unfounded accusations against the Defendants, defense counsel, and Plaintiffs' counsel in the other matter, the Bourassa Law Group. He accuses everyone of conspiracies and collusion, and paints a bizarre characterization of the litigation where there is a premeditated scheme in place to keep him from preparing his case. Defendants would simply request the Court to consider that none of Greenberg's numerous personal attacks contained in his pleading cite to any reference; and quite frankly are nowhere to be found but in his imagination. He goes so far as to throw Judge Delaney into the mix, indicating that "Judge Delaney does not appreciate that she is being used to assist the defendants in a calculated course of abusive conduct in this litigation." *Plaintiff's Motion*, 6:15-16.

Further, Greenberg's current need for an OST was created by his own actions. Plaintiffs' Motion to Enjoin was to be heard before Department 18, but instead Greenberg chose to further delay the matter by seeking to move the matter back to Department 1. Contrary to Greenberg's accusations that he is being diverted from effectively prosecuting his case due to actions of the Defendants, Defendants had nothing to do with the Chief Judge's Administrative Order transferring this case to Department 18. Plaintiffs' counsel could have proceeded at this point, but chose to go through great lengths to make sure this case would only be heard by Department 1. Again, such actions make a mockery of the judicial system, and undermine the integrity of the judiciary with such antics. In this matter alone, Greenberg has refused all of the following jurists from the Eighth Judicial District Court:

Judge Ronald Israel;

Judge Sally Loehrer;

Judge Kathleen Delaney (refuses to consolidate cases to her department);

Judge Jerry Wiese (refuses to use as settlement judge);

Discovery Commissioner Bonnie Bulla (through his recent motion to deem complex - denied by Judge Loehrer); and

The jurist who is ultimately assigned to Department 18.

Quite telling is that in Greenberg's other minimum wage cases against the taxi cab companies, Greenberg has refused all of the following jurists from the Eighth Judicial District Court:

Judge Adriana Escobar (*Golden v. Sun Cab*, A-13-678109-C);

Judge Douglas E. Smith (*Golden v. Sun Cab*, A-13-678109-C);

Judge Nancy L. Alf (*Herring v. Boulder Cab*, A-13-691551-C);

Judge Carolyn Ellsworth (*Perera v. Western Cab*, A-14-707425-C);

Judge Michael P. Villani (*Sargeant v. Henderson Taxi*, A-15-714136-C).

Greenberg asks for sanctions with every pleading, yet it is his behavior that violates basic rules of professional conduct. It has previously been brought to this Court's attention that even offers of judgment were never conveyed to clients.

This information is relevant to the instant motion before the Court to highlight that this case is in its present state due to the mismanagement of Greenberg's handling of the issues. Plaintiffs have attempted to paint a picture where Defendants have deliberately tried to obstruct discovery, but that has not been the case. Plaintiffs' requests have been a series of sideshows wherein Defendants are compelled to produce volumes of information that lead nowhere, but are produced at the insistence of Plaintiffs. Such antics have now come back to bite Plaintiffs as they are ill-prepared for the trial of this case wasting all of the discovery period on nonsensical requests. Defendants have always been clear regarding the documents that demonstrate the information necessary to ascertain whether there was a minimum wage payment or not. One needs pay information and hours worked. That is the sum and substance of what this case is: Is there an underpayment of minimum wage or not?

It is not a complicated matter, but the discovery has been made unnecessarily so by Plaintiffs. The Discovery Commissioner has recently expressed such sentiment as well; and therefore Plaintiffs now seek to remove her by deeming the matter complex.

**3. A Resolution to the Claims Is in the Interest of the Class, and Is Subject to Court**

**Approval.**

In the *Dubric* matter, the other competent counsel, the Bourassa Law Group who specialize in class action lawsuits, were able to review the information and to conduct their own analysis.

1 Following completion of written discovery and depositions, an independent CPA was retained  
2 jointly. The CPA also conducted an independent analysis, and made recommendations based on  
3 payroll information. Following this time, the parties participated in the mandatory settlement  
4 conference with the Hon. Jerry Wiese, who also reviewed the documentation. The parties reached a  
5 resolution and finalized the supporting documentation submitted to the Court. The preliminary  
6 settlement must still be reviewed and approved by the Court. Mr. Greenberg simply does not want  
7 the involvement of any other District Court, but there is no sound reason under the law (other than  
8 personal preference) justifying his request.

9 The terms and conditions of settlement in *Dubric v. A Cab, LLC*, District Court Case No. A-  
10 15-721063-C, are predicated upon approval by the judge presiding over that matter, the Honorable  
11 Kathleen Delaney. The Defendants simply want to resolve any claims for underpayment of  
12 minimum wage, and to ensure the monies make their way into the pockets of the drivers, just as  
13 with the resolution with the Department of Labor. One reason A Cab chose to enter into a  
14 settlement with the DOL was knowing that any settlement funds would go directly to the drivers.  
15 In the present matter, it is clear that fees are being deliberately escalated for the benefit of the  
16 Plaintiffs' lawfirm. Prolonging the *Murray/Reno* litigation is not in the interest of the drivers, nor  
17 of the Defendants. Only the Plaintiffs' lawfirm profits.

18 It has been no secret that throughout this litigation, Plaintiffs' counsel in this matter refuses  
19 to enter into any type of settlement negotiations. Plaintiffs' counsel will not enter into settlement  
20 discussions or a mediation unless Defendant agrees to a stay and tolling of the entire case. Even  
21 when presented with the option of mediation within 30 days, which would not delay the  
22 proceedings or necessitate a stay, Plaintiffs' counsel refuses to agree to a engage in settlement  
23 negotiations. For over four years, Plaintiffs' counsel has indicated he was putting together a  
24 settlement demand and would provide Defendant with his figure "shortly."

25 **The deadline for an expert report has now passed, and still there is no report of**  
26 **damages presented.** Plaintiffs have simply failed to properly represent the interests of the class,  
27 and are jeopardizing any award whatsoever. Defendants have already resolved all minimum wage  
28 issues with the United States Department of Labor. Defendants have now reached a resolution with



counsel for Plaintiffs in the *Dubric* matter, utilizing the assistance of a settlement judge from the Eighth Judicial District Court. This same offer to sit down with a settlement judge was made to Plaintiffs' counsel in this matter, but has been repeatedly refused. This present matter continues to be attorney-driven litigation, with the proof being that offers of resolution were forwarded to the named Plaintiffs years ago, and Plaintiffs' counsel refused to convey any offer of resolution to their clients. *See Defendants' Motions to Dismiss and for Summary Judgment Against Plaintiff Michael Reno and Plaintiff Michael Murray*, both filed September 21, 2015, *Defendant's Opposition to Plaintiffs' Motion to Extend Discovery Schedule (Second Request)* filed October 7, 2015, and *Second Supplement to Defendant's Opposition to Motion to Certify Case as Class Action Pursuant to NRCP 23 and Appoint a Special Master Pursuant to NRCP 53* filed October 20, 2015.<sup>1</sup> Such behavior is not only sanctionable under the rules of professional conduct, but is clear evidence that the goal in this litigation is to continue to run up the attorney fees in order for Plaintiffs' counsel to profit in a fee-shifting case.

**4. This Court Made Provisions in the Class Order for the Protection of the Parties.**

The class order which Greenberg asserts enjoins any resolution indicates that the Court's approval is necessary; and that is exactly what is being proposed to the Court with the Parties' joint motion to the Court in the *Dubric* matter. **Exhibit C**, Order of June 7, 2016. "The Court" is Department 1, Department 25, and the remainder of the departments of the Eighth Judicial District Court. One department does not trump the other, nor is there authority that one department can reverse or enjoin the other as threatened by Greenberg. The *Dubric* case was simply randomly assigned to Department 25, and proceeded and resolved in that department through the mandatory settlement conference program. Discovery was conducted and closed in that matter; there were

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<sup>1</sup> See Rule 1.2 of the Nevada Rules of Professional Conduct and the ABA Model Rules of Professional Conduct (Scope Of Representation And Allocation Of Authority Between Client And Lawyer): "*A lawyer shall abide by a client's decision whether to settle a matter.*" See also Rule 1.4 (Communication) of the Nevada Rules of Professional Conduct and the ABA Model Rules of Professional Conduct: "*A lawyer shall promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required by these Rules.*"

1 never any allegations that Defendants obstructed discovery in any fashion. The records were  
2 simply reviewed; and the numbers are relied upon in reaching an agreement.

3 In its Order, this Court made specific provisions for the protections of both parties:

4 The Court is also mindful that *Shuette* supports the premise that it is better for the  
5 Court to initially grant class certification, if appropriate, and ‘reevaluate the  
6 certification in light of any problems that appear post-discovery or later in the  
7 proceedings.’ *Shuette* 124 P.3d at 544.” Exhibit C, 9:17-21.

8 As this Court is aware, the class order that it entered this past June 2016, is being challenged  
9 by Defendants for judgment on the pleadings pursuant to NRCP 12(c), as it certifies a class clearly  
10 in conflict with the Supreme Court’s ruling in *Perry v. Terrible Herbst, Inc.*, 132 Nev Adv. Op. No.  
11 75 (October 27, 2016). *Defendants’ Motion for Judgment on the Pleadings Pursuant to NRCP*  
12 *12(c) with Respect to All Claims for Damages Outside the Two-year Statute of Limitations*. As it is  
13 presently, the class certification in the *Reno* matter must be re-written as it certifies a class back to  
14 July 1, 2007.

15 Further, Defendants will be filing an additional motion to challenge the class order in that  
16 Greenberg has failed to demonstrate that he has an appropriate class representative after 2012.  
17 Caselaw supports that a class member must be of the same class in order to serve as a class  
18 representative. In the *Murray* case, there is no indication that Greenberg represents any client that  
19 worked at A Cab anytime after September 2012. Michael Murray was no longer employed as of  
20 **April 7, 2011**; and Michael Reno was no longer employed as of **September 26, 2012**. At a recent  
21 hearing before the Discovery Commissioner on January 25, 2017, Commissioner Bulla  
22 recommended that Plaintiffs’ counsel Leon Greenberg (“Greenberg”) contact his clients to ascertain  
23 personal information he was seeking, stating “they’re your clients.” In response, it was clear  
24 Greenberg was not in contact with his alleged clients, and expected little response from them.  
25 [Transcript of 1/25/17, p. 11:12-25, **Exhibit D.**] It is reasonable to ascertain from Mr. Greenberg’s  
26 response that he does not represent any current drivers.

27 The *Wal-Mart v. Dukes* case would support the position that Mr. Greenberg cannot  
28 represent a class of these members, when he has no representative Plaintiff in the time frame after  
2012. *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2550 (2011):

The class action is “an exception to the usual rule that litigation is conducted by and on behalf of the individual named parties only.” *Califano v. Yamasaki*, 442 U.S. 682, 700–701, 99 S.Ct. 2545, 61 L.Ed.2d 176 (1979). In order to justify a departure from that rule, “a class representative must be part of the class and ‘possess the same interest and suffer the same injury’ as the class members.” *East Tex. Motor Freight System, Inc. v. Rodriguez*, 431 U.S. 395, 403, 97 S.Ct. 1891, 52 L.Ed.2d 453 (1977) (quoting *Schlesinger v. Reservists Comm. to Stop the War*, 418 U.S. 208, 216, 94 S.Ct. 2925, 41 L.Ed.2d 706 (1974)). Rule 23(a) ensures that the named plaintiffs are appropriate representatives of the class whose claims they wish to litigate. The Rule’s four requirements—numerosity, commonality, typicality, and adequate representation—“effectively ‘limit the class claims to those fairly encompassed by the named plaintiff’s claims.’ ” *General Telephone Co. of Southwest v. Falcon*, 457 U.S. 147, 156, 102 S.Ct. 2364, 72 L.Ed.2d 740 (1982) (quoting *General Telephone Co. of Northwest v. EEOC*, 446 U.S. 318, 330, 100 S.Ct. 1698, 64 L.Ed.2d 319 (1980)).

Greenberg has threatened Judge Delaney with emergency motions to the Supreme Court, and threatened the attorneys for both Parties with sanctions if any steps are taken in the *Dubric* case. Such a position is nonsensical. Neither this Court nor the parties’ representatives can merely sit on their hands and **not** have a case proceed in the normal course, waiting on Greenberg’s permission. As counselors, we are required to vigorously pursue our cases on behalf of our clients; and the Court similarly cannot have cases simply lingering on its docket.

Despite an enormous amount of motion practice, Greenberg never made **any** motion to consolidate the matters, or to intervene in the case before Judge Delaney. This Court should not at this stage enjoin another Department from proceeding in its evaluation of resolution submitted for Court approval that is in the interest of the class members. Any class member who does not want to accept the settlement is free to opt out.

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**II. CONCLUSION.**

Based upon the foregoing points and authorities, Defendants respectfully request this Honorable Court to enter an Order denying Plaintiffs' Motion to enjoin as it is in the interest of the taxidrivers to obtain a resolution, rather than a forfeiture of claims. The proposed settlement is subject to the Court's approval; and it would therefore be improper to enjoin the actions of another District Court Judge.

DATED this 10<sup>th</sup> day of February, 2017.

**RODRIGUEZ LAW OFFICES, P. C.**

/s/ Esther C. Rodriguez, Esq.  
Esther C. Rodriguez, Esq.  
Nevada State Bar No. 006473  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
*Attorneys for Defendant A Cab, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY on this 10<sup>th</sup> day of February, 2017, I electronically filed the foregoing with the Eighth Judicial District Court Clerk of Court using the E-file and Serve System which will send a notice of electronic service to the following:

Leon Greenberg, Esq.  
Leon Greenberg Professional Corporation  
2965 South Jones Boulevard, Suite E4  
Las Vegas, Nevada 89146  
*Counsel for Plaintiffs*

/s/ Susan Dillow  
An Employee of Rodriguez Law Offices, P.C.

# EXHIBIT A

# EXHIBIT A

  
CLERK OF THE COURT

1 **OST**  
2 LEON GREENBERG, ESQ., SBN 8094  
3 DANA SNIEGOCKI, ESQ., SBN 11715  
4 Leon Greenberg Professional Corporation  
5 2965 South Jones Blvd- Suite E3  
6 Las Vegas, Nevada 89146  
7 (702) 383-6085  
8 (702) 385-1827(fax)  
9 leongreenberg@overtimelaw.com  
10 dana@overtimelaw.com

11 CLASS COUNSEL IN *MURRAY V.*  
12 *A-CAB*, Case # A-12-669926-C

13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 JASMINKA DUBRIC,  
16 Plaintiffs,

17 vs.

18 A CAB LLC, a Nevada Limited  
19 Liability Company; A CAB SERIES,  
20 LLC, EMPLOYEE LEASING  
21 COMPANY, a Nevada Series Limited  
22 Liability Company, CREIGHTON J.  
23 NADY, an individual, and DOES 3  
24 through 20,

25 Defendants.

Case No.: A-15-721063-C

Dept.: XXV

**MOTION TO HAVE  
HEARING OF JANUARY 31,  
2017 CONTINUED AND  
ALTERNATIVELY TO  
EXPEDITE DECISION ON  
MOTION TO INTERVENE  
ON AN ORDER SHORTENING  
TIME DEPARTMENT XXV**

NOTICE OF HEARING

DATE 1/31/17 TIME 9:00am

APPROVED BY df

26 The requested intervenors, the certified class of over 1700 persons in the case of  
27 *Murray v. A-Cab*, Case # A-12-669926-C, (the "*Murray class*") pending before this  
28 Court, through their attorneys and class counsel, Leon Greenberg Professional  
Corporation, hereby move this Court for an order continuing the hearing scheduled for  
January 31, 2017 and alternatively to expedite a decision on the pending motion of the  
*Murray class* to intervene in this case, such motion scheduled for hearing on February  
21, 2017.

This motion is made based on the memorandum of points and authorities  
submitted with this motion, the attached exhibits, and the other papers and pleadings  
in this action.

## ORDER SHORTENING TIME

It is hereby Ordered, that the foregoing **MOTION TO HAVE HEARING OF JANUARY 31, 2017 CONTINUED AND ALTERNATIVELY TO EXPEDITE DECISION ON MOTION TO INTERVENE ON AN ORDER SHORTENING TIME** shall be heard on 31<sup>st</sup> day of January, 2017, at the hour of 9:00am am/pm or as soon as the matter may be heard by the Court in Dept. XV.

COUNSEL FOR THE REQUESTED INTERVENORS MUST SERVE THE INSTANT MOTION NO LATER THAN FRIDAY, JANUARY 27, 2017 BY 12 NOON. ALL PARTIES SHOULD BE PREPARED TO ARGUE THE MOTION TO INTERVENE SUBSTANTIVELY ON JANUARY 31, 2017 AT 9:00 AM.

Dated this 26<sup>th</sup> day of January, 2017.

  
District Court Judge

## DECLARATION OF COUNSEL IN SUPPORT OF AN OST

1. The undersigned has been appointed class counsel in *Murray v. A-Cab*, Case # A-12-669926-C. Ex. "A" Order. I appeared at the January 17, 2017 status conference in this matter. Ex. "B" minutes. I also filed on January 13, 2017 a declaration advising the Court in this action of the pending *Murray* case, the class certification of that case for the same class action minimum wages claims proposed for settlement in this case, and the express provision of the Ex. "A" Order enjoining any settlement of those class claims **except by further Order of the Court issued in the *Murray* action.** Ex. "C." The Court at the January 17, 2017 status conference declined my request to abstain from acting on the class action settlement being proposed by the parties in this case until such time, if any, a further Order was issued in *Murray* lifting the injunction in the Ex. "A" Order. No transcript is currently available of the January 17, 2017 hearing (it is being requested) but the minutes state in relevant part:

COURT NOTED it will allow the Motion to be filed and will give due consideration to the Declaration Mr. Greenberg submitted,

1                   however, absent the existence of something compelling that  
2                   has not been brought to the Court's attention the matter will  
3                   proceed based on the Motion [for preliminary approval of proposed  
4                   class action settlement] to be filed; it is not this Court's view there  
5                   is an impediment to proceed in this matter. CONFERENCE AT  
6                   BENCH.

7                   2.       On January 18, 2017, the day after the Court's ruling on January 17, 2017,  
8                   I filed a motion to intervene in this case on behalf of the *Murray* class whom I have  
9                   been appointed to represent. That motion was set for hearing on February 21, 2017.  
10                  Such motion was filed to persuade the Court that the *Murray* class members should  
11                  have the opportunity to bring "compelling" evidence to the Court's attention bearing  
12                  on the proposed class action settlement. As noted in the hearing minutes of January  
13                  17, 2017 (Ex. "B") defendants' counsel asserts that absent such a grant of intervention,  
14                  the *Murray* class members have no standing to be heard on whether the proposed class  
15                  action settlement should proceed.

16                  3.       On January 24, 2017, plaintiff Dubric's counsel in this case, along with  
17                  defendants' counsel, filed their joint motion seeking preliminary approval of the  
18                  proposed class action settlement contemplated and discussed at the January 17, 2017  
19                  status conference. They did so on a Order Shortening Time, the only asserted reason  
20                  for such a shortening of time being the unspecified "upcoming trials in unrelated  
21                  matters" of such counsel "that could further delay resolution of this matter." As a  
22                  result, the Court set a hearing on the motion for preliminary approval of the proposed  
23                  class action settlement on January 31, 2017, only six days later. Such hearing was set  
24                  despite the Court, and counsel in this case, being aware of the *Murray* class members'  
25                  already filed motion to intervene set for hearing on February 21, 2017.

26                  4.       On January 25, 2017 I spoke with counsel for the defendants and  
27                  requested their consent to a continuance of the January 31, 2017 hearing. They  
28                  advised they would not consent to such a continuance. I telephoned the Bourassa Law  
29                  Office, counsel for plaintiff Dubric, on January 25, 2017 but was unable to speak with



1 the counsel at that office. I left them a voice mail and also dispatched a letter to them  
2 (Ex. "D") requesting such consent. They have responded to my request today by  
3 indicating a possible agreement to such a continuance upon submission of "alternative  
4 dates" to them. While I will pursue that further with them, such communication from  
5 them is unclear and since defendants have declined any agreement to a continuance I  
6 am preceding to present this OST.

7 5. I only become aware of the substantive terms of the class action  
8 settlement proposed in this case at 9:30 p.m. on January 25, 2017, when the Wiznet  
9 system delivered to me the parties' motion on an OST, filed earlier that day, for  
10 preliminary approval of such settlement. The amount of time being afforded to my  
11 clients, the *Murray* class, to present "compelling" evidence on the inadequacy of the  
12 proposed settlement is unreasonable and unconscionable (six days!). It is also  
13 apparent that the parties' resorted to an OST to avoid having this Court recognize the  
14 "standing" of the *Murray* class members by granting their motion to intervene prior to  
15 such January 31, 2017 hearing. If that January 31, 2017 hearing proceeds, as  
16 currently scheduled and in the current posture of this case, defendants and plaintiff  
17 will object to any consideration, on standing grounds, of the evidence the *Murray* class  
18 members may gather and proffer within the very limited (six day time period) they are  
19 even being afforded.

20  
21 6. No party to this action will be prejudiced by the requested continuance,  
22 which should be for at least 30 days or a suitable period of time after the currently  
23 scheduled February 21, 2017, hearing on the *Murray* class members' motion to  
24 intervene. The *Murray* class members should be afforded such a continuance to  
25 properly gather and present the evidence in their possession bearing on whether the  
26 proposed class action settlement warrants preliminary approval. As discussed, *infra*,  
27 certain relevant evidence simply cannot be properly organized and presented within  
28 the next few days, especially since the substantive terms of the proposed settlement

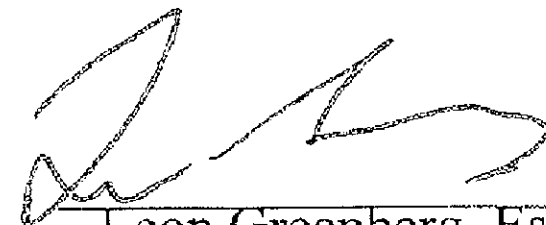
1 were not even disclosed until 6 days prior to the January 31, 2017 hearing.

2  
3 7. Alternatively, or in conjunction with the grant of the requested  
4 continuance, the Court should recognize the standing of the class members in *Murray*,  
5 whether as “intervenor” or as the actual proper parties represented by the *Murray*  
6 court appointed class counsel and allow them to be appropriately heard on the  
7 proposed settlement.

8  
9 8. This Motion, brought on an expedited basis, is brought in good faith and  
10 in accordance with the unique and unusual circumstances, discussed *infra* and *supra*,  
11 of this case. It is requested that this motion be set for a hearing no later than the  
12 January 31, 2017 date of the hearing on the proposed class action settlement as failing  
13 to do so will render this motion irrelevant.

14  
15 9. This Motion will be served via the Wiznet system and emailed directly to  
16 plaintiffs’ and defendants’ counsel within one judicial day of the Court’s signing of the  
17 OST.

18  
19 Affirmed this 26<sup>th</sup> day of January, 2017.

  
Leon Greenberg, Esq.

20  
21  
22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 **IT WOULD BE UNCONSCIONABLE AND VIOLATE THE**  
24 **DUE PROCESS RIGHTS OF THE *MURRAY* CLASS MEMBERS TO**  
**DENY THE CONTINUANCE AND ALTERNATIVE RELIEF REQUESTED**

25 **A. The parties are attempting to manipulate the hearing process on**  
26 **their preliminary settlement approval motion to make any proper**  
**consideration of that motion impossible.**

27 As documented in the foregoing declaration in support of their OST request, the  
28 parties to this case have scheduled a hearing on their motion for preliminary approval

1 of their proposed class action settlement specifically to *avoid* any appropriate input  
2 from the *Murray* class members (who are not some sort of “foreign” class but the exact  
3 same class members in the proposed class settlement in this case). The Court cannot  
4 grant preliminary approval of a class action settlement simply upon the unexamined  
5 assertions of the parties. “The first step in district court review of a class action  
6 settlement is a preliminary, pre-notification hearing to determine whether the proposed  
7 settlement is ‘within the range of possible approval.’ ” *Gautreux v. Pierce*, 690 F.2d  
8 616, 620, n. 3. (7<sup>th</sup> Cir. 1982) quoting *Manual for Complex Litigation* § 1.46, at 53-55  
9 (West 1981). While that “within the range of possible approval” standard is not a  
10 heightened standard of scrutiny, “...preliminary approval is not simply a judicial  
11 ‘rubber stamp’ of the parties’ agreement.” *In re National Football League Players*  
12 *Concussion Injury Litigation*, 961 F. Supp 2d. 708, 714 (E.D. Pa. 2014).

13 Preliminary approval of a class action settlement involves “....both a procedural  
14 and substantive component.” *In re Tableware Antitrust Lit.*, 484 F.Supp. 2d 1078,  
15 1080 (N.D. Cal. 2007). In respect to satisfying the procedural component of that  
16 review, the Court must find that the proposed settlement was the “...product of arms-  
17 length negotiations.” *Id.* The Court should also be satisfied that the counsel  
18 negotiating the proposed settlement were suitably experienced and possessed of “...a  
19 comprehensive understanding of the strengths and weaknesses of each party’s  
20 respective claims and defenses....” *Id.* In respect to satisfying the substantive  
21 component of that review, the Court must “...consider plaintiffs’ expected recovery  
22 balanced against the value of the settlement offer.” *Id.*

23 The Court cannot act as a rubber stamp and grant the requested preliminary  
24 settlement approval by accepting Dubric and the defendants’ assertions without any  
25 scrutiny whatsoever. While the examination required by the Court may not be  
26 extremely robust, it must be meaningful. Class counsel in *Murray* have conducted  
27 extensive discovery and depositions on the class claims, expended hundreds of hours  
28 of counsel’s time, and conducted a detailed examination of defendants’ records to

1 ascertain the class damages. Ex. "E," ¶ 6. They have expended over \$17,000 in costs  
2 in that process. *Id.* Based upon that work, on January 11, 2017, they filed a still  
3 pending motion for partial summary judgment for the class members, seeking a  
4 judgment in the amount of at least \$174,445 and as much as \$708,747 for only a  
5 relatively small portion (significantly less than one-half) of the total class claims. *Id.* ¶  
6 7. The award sought in that motion in *Murray*, **even though it is for a minority of**  
7 **the class claims, would exceed the value of the proposed settlement to the entire**  
8 **class in this case!**<sup>1</sup> Class counsel has also successfully litigated the issues presented  
9 in this case in the Nevada Supreme Court, twice, and by doing so secured judicial  
10 recognition of the viability of the class claims (the rights of taxi drivers to be paid  
11 minimum wages under the Nevada Constitution). *See, Thomas v. Nevada Yellow Cab*,  
12 327 P.3d 518 (Nev. Sup. Ct. 2014) and *Nevada Yellow Cab v. Eighth Judicial Dist.*  
13 *Court*, 383 P.3d 246 (Nev. Sup. Ct. 2016).

14 **B. The *Murray* class cannot properly submit their concerns for**  
15 **full and fair consideration by the Court within the time allotted.**

16 Class counsel in *Murray* have retained the services of a skilled computer data  
17 consultant, Charles Bass, to assist in summarizing the voluminous computer files  
18 secured in *Murray* on the hours worked, and wages paid to, the class members. Ex.  
19 "E" ¶ 5. It is simply impossible, now that the substantive terms of the proposed  
20 settlement of the class claims are known, to engage the assistance of Charles Bass to  
21 explain, in precise detail, the infirmities in the proposed settlement based upon the  
22 discovery secured in the *Murray* case on only six days notice. The Curriculum Vitae  
23 and prior declaration furnished in the *Murray* case by Charles Bass are provided at Ex.

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24 <sup>1</sup> That partial summary judgment motion proposes an award, for a minority  
25 portion of the class claims, of at least \$174,445 to the class members plus interest and  
26 with an additional amount to be awarded as attorney's fees. Ex. "F" motion without  
27 exhibits thereto. The proposed class action settlement being presented in this case  
28 proposes an award of \$224,529 for **all class claims** minus \$57,500 in fees and costs to  
plaintiff Dubric's counsel minus \$5,000 to Dubric personally for a net payment to the  
class members of only \$162,029.

1 “G.”

2 Class counsel in *Murray* also have other pressing litigation obligations,  
3 including extensive work they need to attend to in the *Murray* case. It is grossly unfair  
4 to afford them only 6 days to place in the record of these proceedings the concerns of  
5 their clients in respect to the proposed settlement.

6 **C. The *Murray* class cannot properly be denied standing**  
7 **to be heard on the proposed preliminary settlement approval**  
**based upon the current timing of their motion to intervene.**

8 Class counsel in *Murray* filed a motion to intervene out of a desire to quash any  
9 objection to their request to be heard by the Court in connection with its consideration  
10 of the proposed class action settlement in this case. The grant of that motion to  
11 intervene is not a proper prerequisite to their standing to be so heard. Such counsel  
12 have already been appointed by this Court in *Murray* to represent the very same  
13 interested parties (the proposed class members in this case) whose rights will be  
14 impacted by the proposed settlement. Denying them standing to appear, and advocate  
15 for their clients’ interests as authorized (and compelled by) this Court’s prior Order  
16 would be improper. It would be akin to denying a party in a civil proceeding any right  
17 to be heard through their available and fully competent counsel and instead directing  
18 that they be heard only through assigned counsel (Dubric’s counsel). Such a result  
19 would be even more egregious in light of this Court’s Order in *Murray* appointing  
20 such counsel and impressing upon such counsel, until relieved by the Court in *Murray*,  
21 an obligation to so advocate for their interests.

22 Class counsel as appointed by this Court in *Murray* need no special leave or  
23 grant of intervenor status to the clients to appear and be heard. Their clients *are* the  
24 interested parties (the proposed settlement class members) in this case, they are not  
25 strangers or non-parties who need to be granted intervenor standing. Accordingly,  
26 they must be heard and afforded a reasonable opportunity to be heard in an appropriate  
27 fashion.

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**CONCLUSION**

Wherefore, the motion should be granted in its entirety.

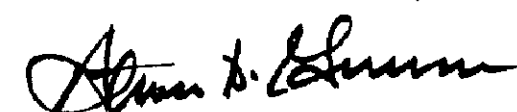
Dated: January 26, 2017

LEON GREENBERG PROFESSIONAL CORP.

/s/ Leon Greenberg  
Leon Greenberg, Esq.  
Nevada Bar No. 8094  
2965 S. Jones Boulevard - Ste. E-3  
Las Vegas, NV 89146  
Tel (702) 383-6085  
Attorney for the Plaintiff Class

# EXHIBIT B

# EXHIBIT B



CLERK OF THE COURT

1 **OST**  
2 LEON GREENBERG, ESQ., SBN 8094  
3 DANA SNIEGOCKI, ESQ., SBN 11715  
4 Leon Greenberg Professional Corporation  
5 2965 South Jones Blvd- Suite E3  
6 Las Vegas, Nevada 89146  
(702) 383-6085  
(702) 385-1827(fax)  
leongreenberg@overtimelaw.com  
dana@overtimelaw.com  
Attorneys for Plaintiffs

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 MICHAEL MURRAY, and MICHAEL  
10 RENO, Individually and on behalf of  
others similarly situated,

11 Plaintiffs,

12 vs.

13 A CAB TAXI SERVICE LLC, A CAB,  
14 LLC and CREIGHTON J. NADY,

15 Defendants.

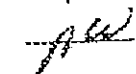
Case No.: A-12-669926-C

Dept.: 18

**MOTION TO HAVE CASE  
REASSIGNED TO  
DEPARTMENT I PER EDCR  
RULE 1.60 AND DESIGNATED  
AS COMPLEX LITIGATION  
PER NRCP RULE 16.1(f)  
ON AN ORDER SHORTENING  
TIME**

**This is a class action case.**

Entered in  
Odyssey



17 Pursuant to E.D.C.R. 1.60(a) and Nev. R. Civ. P. 16.1(f) the plaintiffs, through  
18 their attorneys and class counsel, Leon Greenberg Professional Corporation, hereby  
19 move this Court for an order transferring this class action case back to Department I,  
20 District Judge Cory, and designating this case as a complex litigation.

21 This motion is made based on the memorandum of points and authorities  
22 submitted with this motion, the attached exhibits, and the other papers and pleadings  
23 in this action.

24 ///

25 ///



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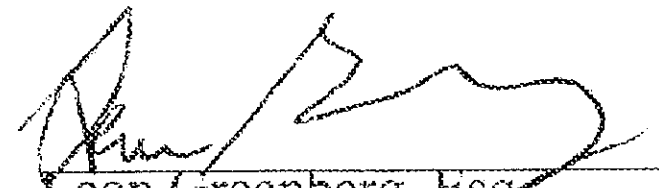
20

1 Alternatively, a hearing date should at least be set for February 7, 2017, the same date  
2 as the five pending motions and counter-motions, so the Court can determine, in  
3 connection with or at that hearing, whether such motions/counter-motions should  
4 await rulings by Judge Cory upon the transfer of this case back to Department I.

5 3. This Motion, brought on an expedited basis, is brought in good faith and  
6 in accordance with the unique and unusual circumstances, discussed *infra* and *supra*,  
7 of this case.

8 4. This Motion will be hand delivered to Defendants' counsel within one  
9 judicial day of the Court's signing of the OST.

10 Affirmed this 13<sup>th</sup> day of January, 2017.

  
Leon Greenberg, Esq.

11  
12  
13  
14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **SUMMARY OF CASE AND WHY THE REQUESTED RELIEF IS SOUGHT**

16 This case was certified as a class action by District Judge Cory for a class of  
17 1,745 current and former taxi driver employees of the defendant A-Cab for minimum  
18 wages owed under Nevada's Constitution, Article 15, Section 16 (the "Minimum  
19 Wage Amendment" or "MWA"). Ex. "A," final order granting class certification and  
20 Ex. "B," declaration of class counsel, Leon Greenberg, ¶ 4, detailing number of class  
21 members. Judge Cory, via subsequent Orders, granted plaintiffs' leave to amend the  
22 complaint to name Creighton J. Nady, the owner of A-Cab, as an additional defendant  
23 under theories of alter ego liability, civil conspiracy, aiding and abetting, concert of  
24 action, and unjust enrichment, and certified for class action purposes the claims made  
25 against him as well. Ex. "C," Orders, Ex. "D," Second Amended Complaint. Via this  
26 Court's Administrative Order 16-11 of December 27, 2016, this case, along with  
27 approximately 600 other civil cases, were transferred from Department I to  
28 Department 18.

1 It is not just the class action nature of this case that should compel its transfer  
2 back to the jurist who made the class certification decision, Judge Cory, for further  
3 proceedings. As discussed, *infra*, the complex and protracted nature of this litigation,  
4 with which Judge Cory has already become substantially familiar, and its advanced  
5 age (this case was filed in 2012) overwhelmingly support a transfer of this case back to  
6 Judge Cory. There are currently pending motions or counter-motions for partial  
7 summary judgment in favor of at least 321 class members for at least \$174,445; for an  
8 injunction and extension of the class certification; for judgment on the pleadings; for a  
9 toll of the statute of limitations; for leave to assert third-party claims; for sanctions; to  
10 bifurcate; to compel a subpoena response and to compel discovery. Judge Cory, in his  
11 most recent minute Order of December 21, 2016, expressly acknowledged that this is a  
12 “complex class action” case where even the issue of proper compliance with the  
13 Court’s discovery orders “is itself complicated.” Ex. “E.”

14 It would be grossly inefficient, and invite an unacceptable risk of judicial error,  
15 to maintain the transfer of this case, given its protracted status, age, class action, and  
16 complicated nature. It should be returned to Judge Cory for final disposition, or at  
17 least the completion of pre-trial proceedings, as a “complex” case per NRCP Rule  
18 16.1(f).

## 19 ARGUMENT

### 20 I. THE COURT HAS THE AUTHORITY TO REASSIGN THIS 21 CASE BACK TO DEPARTMENT I AND DEEM IT COMPLEX

22 Eighth District Court Rule 1.60(a) provides that: “The chief judge shall have the  
23 authority to assign or reassign all cases pending in the district.” Accordingly, the  
24 Court, with the approval of the Chief Judge, has the authority to return this case to  
25 Judge Cory. Similarly, pursuant to NRCP Rule 16.1(f) the Court, upon a motion of  
26 any party, may deem a case “complex” and direct that the normal pre-trial procedures  
27 of NRCP Rule 16.1 be superceded.

1           **II. THE COMPLEX AND PROTRACTED NATURE OF**  
2           **THIS CLASS ACTION LITIGATION SHOULD**  
3           **COMPEL ITS TRANSFER BACK TO DEPARTMENT I**

4           **A. This case involves numerous complex elements that are much**  
5           **more efficiently, and appropriately, considered by Judge Cory**  
6           **in light of his prior experience with this case.**

7           Having this class action case proceed with a new District Court Judge would be  
8           highly inefficient. This is not the kind of civil tort or contract or statutory law case  
9           typically heard by this Court. Nor is it a class action type of dispute, such as  
10          construction defect, consumer fraud, or mass tort claims, that this Court may have  
11          some greater level of experience with. It involves minimum wage claims, an area of  
12          the law historically dealt with mostly by federal courts under federal law, and an  
13          amendment to the Nevada Constitution that was only enacted in 2006.

14          In addition to its class action status, something inherently more complex than  
15          the cases typically handled by this Court, it involves relatively new law of a  
16          Constitutional dimension raising unsettled legal issues. While some of those legal  
17          issues have now been resolved by several recent Nevada Supreme Court rulings,  
18          numerous unsettled legal issues remain. These include the proper scope of relief (both  
19          equitable and damages) available under the MWA; the evidentiary burdens to be born  
20          by the parties at trial for periods of time that no records of the hours worked by the  
21          class members were maintained by A-Cab as required by NRS 608.115; how the “two  
22          tier” minimum wage required by the MWA (involving the providing, or non-  
23          providing, of health insurance benefits) applies to the class claims and numerous other  
24          unique issues. It cannot be seriously disputed that the resolution of all of these issues  
25          will be handled much more efficiently by Judge Cory, based upon his familiarity with  
26          this case and the knowledge of these issues that he has acquired during this case’s  
27          prior proceedings.

28          **B. There are numerous pending motions in this case that are much**  
29          **more efficiently, and appropriately, resolved by Judge Cory**  
30          **in light of his prior experience with this case.**

31          Judge Cory has worked diligently and efficiently to resolve very significant

1 issues in this case, but numerous significant issues remain. There are seven pending  
2 motions and counter-motions, some presumably already reviewed at least preliminarily  
3 by him or the Department I staff given their now long pending/continued hearing  
4 status. They are summarized below.

5 Five motions and counter-motions were fully briefed and scheduled for oral  
6 argument on Department I's civil motion calendar for January 3, 2017. Counsel for  
7 the parties appeared on that date prepared for these motion hearings but no argument  
8 was held. After about a one hour delay, Judge Cory advised counsel his entire motion  
9 calendar for the day was being cancelled based upon instructions from the Court  
10 administration office. He stated he was unsure about the status of such motions except  
11 to state that they would be rescheduled. **Given these circumstances it seems certain**  
12 **that Judge Cory and his staff have fully reviewed these motions for argument and**  
13 **decision as there was no indication from Judge Cory on January 3, 2017 that he**  
14 **was aware prior to that date of his motion calendar's cancellation.** These five  
15 motions/counter-motions concern:

16 (1) Plaintiffs' motion for an injunction, for an expansion of the damages class  
17 certification in this case for claims accruing after December 31, 2015, and  
18 sanctions. Such relief was sought to address defendants' efforts to secure a  
19 collusive class settlement of the class claims made in this case in *another*  
20 "copycat" case in this Court (*Dubric v. A-Cab*, A-15-721063-C). That later case  
21 had never been certified as a class action and cannot be certified as a class  
22 action since class certification has already been granted in this earlier filed case.  
23 This motion had initially been on Judge Cory's Chamber's calendar for  
24 November 21, 2016 but was moved by Judge Cory to his January 3, 2017  
25 argument calendar;

26  
27 (2) Defendants' motion for judgment on the pleadings, seeking to address the  
28 statute of limitations applicable to the class claims in light of the recent decision

1 in *Perry v. Terrible Herbst, Inc.*, 383 P.3d 257 (Nev. Sup. Ct. 2016);

2  
3 (3) Plaintiffs' counter-motion, filed in response to (2), for a toll of the statute of  
4 limitations applicable to the class claims and/or an evidentiary hearing on that  
5 issue;

6  
7 (4) Defendants' motion for leave to amend their answer to make a claim against  
8 class counsel as a "third party defendant" allegedly liable to the defendants for  
9 whatever damages the class collects from the defendants;

10  
11 (5) Plaintiffs' counter-motion for sanctions in response to (4).

12  
13 In addition to the foregoing five motions/counter-motions on calendar for  
14 hearing on February 7, 2016, the following two motions requiring a hearing by a  
15 District Court Judge are also pending:

16  
17 (1) Plaintiffs' motion for partial summary judgment for certain claims of at  
18 least 321 class members for an amount of at least \$174,445, hearing date of  
19 February 14, 2017;

20  
21 (2) Plaintiffs' motion to bifurcate the claims against defendant Nady or for  
22 alternative relief, hearing date of February 21, 2017 (Chambers).

23  
24 Also pending before the Court are two motions on the Discovery  
25 Commissioner's calendar, for January 25, 2017 to compel compliance with certain  
26 discovery requests and February 8, 2017, to compel compliance with a non-party  
27 subpoena to which defendants have instructed the non-party not respond.

1 C. The protracted history of this case, its age, and defendants' history  
2 of obstructing this litigation to further their goal of securing a "five  
3 year rule" dismissal, all support the return of this case to Judge Cory

4 1. The history of this case is protracted and difficult.

5 This case has experienced a very difficult, complex and protracted course of  
6 pre-trial discovery proceedings. This was noted in Judge Cory's most recent Order of  
7 December 21, 2016, directing further proceedings by the Discovery Commissioner on  
8 one particular discovery dispute. Ex. "E." Defendants' improper obstruction of the  
9 discovery process in this case has previously resulted in the imposition of sanctions of  
10 \$3,238.65. Ex. "F" Order. Defendants have compounded that improper conduct by  
11 now (1) Proposing to a coordinate judge of this Court that the class claims certified in  
12 *this case*, for which class counsel has been appointed, be settled in the *Dubric* case  
13 with a collusive proposed class counsel; and (2) Proposing to sue class counsel as a  
14 third-party defendant (Ex. "G"). Sanctions motions are pending against defendants in  
15 connection with both such actions.

16 To date three noticed motions to compel discovery by the defendants have  
17 been heard and a total of 12 motion hearings and status conferences have been  
18 conducted with the Discovery Commissioner between March 18, 2015 and December  
19 9, 2016. Those hearings resulted in three formal orders signed by the Discovery  
20 Commissioner and sent to Judge Cory, all compelling, at least in part, certain  
21 discovery from defendants. Those numbers understate the true level of judicial  
22 involvement in the discovery process, as there were numerous interim instructions by  
23 the Discovery Commissioner requiring discovery production by the defendants at  
24 those 12 hearings and conference. As noted, *supra*, two additional discovery motions  
25 are awaiting full briefing and hearing. As this history amply confirms, except when  
26 compelled by the Court, defendants refuse to engage in proper and meaningful  
27 discovery in this case, as also documented by the Ex. "F" sanctions Order.



1                   2.     **Defendants are seeking to delay this case to render its**  
2                             **proper disposition within the “five year rule” impossible.**

3             Although this case was filed on October 8, 2012 the “five year rule” expiration  
4 of this case is actually June 4, 2018, owing to prior Orders of this Court directing stays  
5 of these proceedings. Those stay Orders were stipulated to by the parties to await the  
6 decision in *Thomas v. Nevada Yellow Cab*, 327 P.3d 518 (Nev. Sup. Ct. 2014) which  
7 confirmed the application of the MWA to taxi drivers. Any period where a case is  
8 prevented from proceeding by virtue of a stay Order is excluded for NRCP Rule 41(e)  
9 “five year rule” purposes. *See, D.R. Horton Inc., v. Eighth Judicial Dist. Court*, 358  
10 P.3d 925, 930-31 (Nev. Sup. Ct. 2015). As a result, defendants’ expected assertions  
11 that they never “agreed” to waive five year rule time when they stipulated to those stay  
12 Orders is irrelevant. Indeed, through their delaying conduct, and frivolous and abusive  
13 motion practice, defendants are attempting to trigger such a “five year rule” dismissal.  
14 *See*, Ex. “F” sanctions order and Ex. “G” their proposed third party complaint against  
15 class counsel (part of their pending motion, and the subject of class counsel’s counter-  
16 motion for sanctions, that were to be heard on January 3, 2017).

17             While it was hoped this case could properly proceed to trial by October 8, 2017  
18 (the “original” five year rule period) the delays in this case, most recently the  
19 continuance of the January 3, 2017 motions, are making that increasing unlikely (there  
20 is no current trial date set). But even if a trial is to commence just prior to June 3  
21 2018, the amount of time available to properly complete pre-trial proceedings in this  
22 complex and protracted class action case is very limited. As a result, this case should  
23 be returned to Judge Cory for the swiftest and most efficient conclusion of all pre-trial  
24 proceedings, even if this case is not ultimately tried in Department I.

25             **III. THE COMPLEX AND PROTRACTED NATURE OF**  
26             **THIS CLASS ACTION LITIGATION SHOULD**  
27             **COMPEL ITS DESIGNATION AS “COMPLEX” UNDER**  
28             **NRCP RULE 16.1(F) WITH ALL FUTURE DISCOVERY**  
                  **RULINGS MADE BY THE DISTRICT COURT JUDGE**

For all of the foregoing reasons this case, even if not reassigned to Department



1 I, should be deemed "complex" under NRCP Rule 16.1(f) and all discovery motions  
2 heard by the District Court Judge. Eliminating the time consuming step of having  
3 such matters first heard by the Discovery Commissioner, and then reviewed by the  
4 District Court Judge, will allow this case to move forward in a more prompt and  
5 efficient fashion. Such a streamlined resolution process for such matters is needed in  
6 light of the "five year rule" timetable for this case and continuing obstruction by  
7 defendants of the discovery process.

8 **CONCLUSION**

9 Wherefore, the plaintiffs' motion should be granted in its entirety.

10  
11 Dated: January 13, 2017

12  
13 LEON GREENBERG PROFESSIONAL CORP.

14 /s/ Leon Greenberg  
15 Leon Greenberg, Esq.  
16 Nevada Bar No. 8094  
17 2965 S. Jones Boulevard - Ste. E-3  
18 Las Vegas, NV 89146  
19 Tel (702) 383-6085  
20 Attorney for the Plaintiff Class  
21  
22  
23  
24  
25  
26  
27  
28

CERTIFICATE OF MAILING

The undersigned certifies that on January 18, 2017, she served the within:

**Motion to Have Case Reassigned to Department I Per EDCR Rule 1.60  
and Designated as Complex Litigation Per NRCP Rule 16.1(f) on an  
Order Shortening Time**

by court electronic service to:

TO:

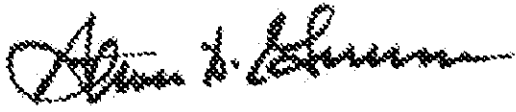
Esther C. Rodriguez, Esq.  
RODRIGUEZ LAW OFFICES, P.C.  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145

*/s/ Dana Sniegocki*

\_\_\_\_\_  
Dana Sniegocki

EXHIBIT C

EXHIBIT C

  
CLERK OF THE COURT

1 **ORDER**  
2 LEON GREENBERG, ESQ.  
3 Nevada Bar No.: 8094  
4 DANA SNIEGOCKI, ESQ.  
5 Nevada Bar No.: 11715  
6 Leon Greenberg Professional Corporation  
7 2965 South Jones Boulevard - Suite E-3  
8 Las Vegas, Nevada 89146  
9 (702) 383-6085  
10 (702) 385-1827(fax)  
11 leongreenberg@overtimelaw.com  
12 dana@overtimelaw.com  
13 Attorneys for Plaintiffs

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

11 MICHAEL MURRAY and  
12 MICHAEL RENO, individually and  
13 on behalf of all others similarly  
14 situated,

13 Plaintiffs,

14 vs.

15 A CAB TAXI SERVICE LLC, A  
16 CAB, LLC, and CREIGHTON J.  
17 NADY,

Defendants.

Case No.: A-12-669926-C

DEPT.: I

18  
19 **Order Granting Plaintiffs' Motion to Certify Class Action Pursuant to NRCP**  
20 **Rule 23(b)(2) and NRCP Rule 23(b)(3) and Denying Without Prejudice**  
21 **Plaintiffs' Motion to Appoint a Special Master Under NCRP Rule 53**  
22 **as Amended by this Court in Response to Defendants' Motion for**  
23 **Reconsideration heard in Chambers on March 28, 2016**

23 Plaintiffs filed their Motion to Certify this Case as a Class Action Pursuant to  
24 NRCP 23(b)(3) and NRCP 23(b)(2), and appoint a Special Master, on May 19, 2015.  
25 Defendants' Response in Opposition to plaintiffs' motion was filed on June 8, 2015.  
26 Plaintiffs thereafter filed their Reply to defendants' Response in Opposition to  
27 plaintiffs' motion on July 13, 2015. This matter, having come before the Court for  
28

1 hearing on November 3, 2015, with appearances by Leon Greenberg, Esq. and Dana  
2 Sniegocki, Esq. on behalf of all plaintiffs, and Esther Rodriguez, Esq., on behalf of all  
3 defendants, and the Court, having heard in Chambers on March 28, 2016 the  
4 defendants' motion for reconsideration of the Order entered by this Court on February  
5 10, 2016, granting in part and denying in part such motion by the plaintiffs, following  
6 the arguments of such counsel, and after due consideration of the parties' respective  
7 briefs, and all pleadings and papers on file herein, and good cause appearing, therefore  
8  
9

10 **THE COURT FINDS:**  
11

12 That it had previously issued an Order on the aforesaid motion made by  
13 plaintiffs, which Order was entered on February 10, 2016 and which Order is  
14 now superseded and replaced by this Order as a result of the Court granting in  
15 part Defendants' Motion for Reconsideration of the February 10, 2016 Order  
16 which Motion for Reconsideration was heard in Chambers on March 28, 2016  
17 and an Order on the same entered on April 28, 2016.  
18  
19

20 In Respect to the Request for Class Certification

21 Upon review of the papers and pleadings on file in this matter, and the  
22 evidentiary record currently before the Court, the Court holds that plaintiffs have  
23 adequately established that the prerequisites of Nev. R. Civ. P. 23(b)(3) and 23(b)(2)  
24 are met to certify the requested classes seeking damages and suitable injunctive relief  
25 under Article 15, Section 16 of the Nevada Constitution (the "Minimum Wage  
26 Amendment") and NRS 608.040 (those are the First and Second Claims for Relief in  
27  
28

1 the Second Amended and Supplemental Complaint) and grants the motion in respect  
2 to those claims. The Court makes no determinations of the merits of the claims  
3 asserted nor whether any minimum wages are actually owed to any class members, or  
4 whether any injunctive relief should actually be granted, as such issues are not  
5 properly considered on a motion for class certification. In compliance with what the  
6 Court believes is required, or at least directed by the Nevada Supreme Court as  
7 desirable, the Court also makes certain findings supporting its decision to grant class  
8 certification under NRCP Rule 23. *See, Beazer Homes Holding Corp. v. Eighth*  
9 *Judicial Dist. Court.*, 291 P.3d 128, 136 (2012) (En Banc) (Granting writ petition,  
10 finding district court erred in failing to conduct an NRCP Rule 23 analysis, and  
11 holding that “[u]ltimately, upon a motion to proceed as a class action, the district  
12 court must “thoroughly analyze NRCP 23's requirements and document its findings.””  
13 Citing *D.R. Horton v. Eighth Judicial Dist. Court (“First Light II”)*, 215 P.3d 697,  
14 704 (Nev. Sup. Ct. 2009).

15  
16  
17  
18  
19  
20 As an initial matter, the nature of the claims made in this case are of the sort for  
21 which class action treatment would, at least presumptively, likely be available if not  
22 sensible. A determination of whether an employee is owed unpaid minimum hourly  
23 wages requires that three things be determined: the hours worked, the wages paid, and  
24 the applicable hourly minimum wage. Once those three things are known the  
25 minimum wages owed, if any, are not subject to diminution by the employee's  
26 contributory negligence, any state of mind of the parties, or anything else of an