

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDDIE MARTEL (also known as MARTEL-RODRIGUEZ), MARY ANNE CAPILLA, JANICE JACKSON-WILLIAMS and WHITNEY VAUGHAN, on behalf of themselves and all others similarly situated,

Appellants,

vs.

HG STAFFING LLC; AND MEI-GSR HOLDINGS LLC,

Respondents.

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JOINT APPENDIX VOLUME 14 OF 16

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**IN THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA IN AND
FOR THE COUNTY OF WASHOE**

EDDY MARTEL (also known as
MARTEL-RODRIGUEZ), MARY ANNE
CAPILLA, JANICE JACKSON-
WILLIAMS, and WHITNEY VAUGHAN on
behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

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

Defendants.

Case No.: 16-cv-01264

Dept. No.: XIV

**PLAINTIFFS' RESPONSE TO
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT/SUMMARY
ADJUDICATION**

Remaining Plaintiffs EDDY MARTEL (also known as MARTEL-RODRIGUEZ) and
JANICE JACKSON-WILLIAMS, on behalf of themselves and all others similarly situated
hereby respond to the Motion for Summary Judgment, or in the Alternative, Summary
Adjudication filed by Defendants HG STAFFING LLC, and MEI-GSR HOLDINGS, LLC
d/b/a GRAND SIERRA RESORT ("GSR" or "Defendants").

1 barred by the 2-year statute of limitations that this Court has imposed on employees in
2 this case.¹ Accordingly, GSR is not entitled to summary judgment on Mr. Martel's
3 claims for unpaid wages and continuation wages.

4 Second, it is black letter law that there is no requirement that a purported union
5 employee exhaust her internal union grievance procedure prior to filing suit in court to
6 collect wages under statute. Accordingly, this argument fails.

7 Third, GRS' standing argument is irreconcilable with its argument that Plaintiff
8 Jackson-Williams cannot assert a claim under NRS 608.018 because she is a union
9 employee covered by a collective bargaining agreement (CBA). All of GSR's defenses
10 to Plaintiff Jackson-Williams are equally applicable to other union employees.
11 Accordingly, this argument should be rejected.

12 Fourth, Plaintiff Jackson-Williams and all other similarly situated employees may
13 properly assert a claim for unpaid daily overtime pursuant to NRS 608.018 because (1)
14 there has not been an operable Culinary CBA during the relevant time period asserted
15 in this case and (2) even if the Culinary CBA was operable, the CBA does not "provide
16 otherwise for overtime" so as to exempt purported union members from receiving
17 overtime under NRS 608.018.

18 For all these reasons, and the reasons set forth more fully below, Defendants'
19 Motion for Summary Judgment or in the Alternative Summary Adjudication must be
20 denied in its entirety.

21 **II. PROCEDURAL HISTORY**

22 Plaintiffs filed their original complaint on June 14, 2016 in the Second Judicial
23 District Court of the State of Nevada in and for the County of Washoe. Plaintiffs filed
24 their jury demand the next day. Defendants removed to the Federal District Court,
25

26
27 ¹ Plaintiffs do not concede that a 2-year statute of limitation on wage claims
28 applies in Nevada and have preserved their right to appeal this issue. Nor do Plaintiffs
concede that the Court correctly applied equitable tolling for their individual claims
pursuant to the *American Pipe/China Agritech, Inc.* case progeny.

District of Nevada on July 25, 2016. That court remanded back to this Court on December 6, 2016.²

Defendants filed their motion to dismiss on January 12, 2017 and Plaintiffs filed their Opposition on February 2, 2017. Prior to full briefing the Parties stipulated, and this Court granted a stay of all proceedings pending the Supreme Court of Nevada's decision in Neville v. Terrible Herbst. See Neville v. Eighth Judicial District Court in & for Cty. of Clark, Case No. 70696, 133 Nev. Adv. Op. 95, 2017 WL 6273614, at *4 (Nev. Dec. 7, 2017) (Dec. 7, 2017) (unanimous decision confirming Nevada employees have a private right of action to bring statutory wage claims pursuant to NRS 608.140, 608.016, 608.018, and 608.020-.050). The Parties filed a status report in light of the Neville decision, and on December 27, 2017, this Court lifted the Stay and withdrew Defendants' January 2017 motion to dismiss.

Defendants filed a renewed motion to dismiss, oral argument was held on July 19, 2018 and on October 9, 2018 the Court entered its Order granting Defendants' Motion to Dismiss on the grounds that Plaintiffs failed to provide sufficient facts to state a claim for relief, but did not explicitly state whether the dismissal was with or without prejudice to file an amended complaint. Plaintiffs filed a motion to reconsider on leave to amend, which was fully briefed and the Court granted leave on January 9, 2019.

Plaintiffs filed their first amended complaint ("FAC" and operative complaint) on January 29, 2019. Plaintiffs FAC alleges various causes of action for unpaid wages on behalf of themselves and all similarly situated individuals for failure to: (1) compensate for all hours worked in violation of NRS 608.140 and 608.016; (2) pay minimum wages in violation of the Nevada Constitution; (3) pay overtime in violation of NRS 608.140 and

² Judge Jones correctly rejected the same arguments Defendants make here in remanding this case back to this Court, noting that (1) the CBAs were not signed, (2) the employing entity is Worklife Financial, Inc. d/b/a Grand Sierra Resort and Casino, not HG STAFFING, LLC, MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT, (3) the rights at issue were created by Nevada statutory law, not the CBA, and (4) Plaintiffs' claims are not substantially dependent on the terms of the CBA. See Exhibit 1, Remand Order dated 12/6/16 attached to the Declaration of Leah L. Jones ("Jones Dec."). at ¶ 4, hereinafter referred to as "Order Granting Remand."

608.018; and (4) failure to timely pay all wages due and owing in violation of NRS 608.140 and 608.020-050.

Defendants filed their Motion to Dismiss Plaintiffs' FAC on seven grounds. On June 7, 2019 the Court granted in part and denied in part Defendants' motion finding a two-year statute of limitations applied and accordingly dismissed all of Plaintiffs Capilla and Vaughan's claims, all but one (1) month of Plaintiff Martel's claims, and all but eighteen (18) months of Plaintiff Jackson-Williams' claims. The Court declined to dismiss based on any of Defendants' other claims, noting that Plaintiffs were not required to exhaust administrative remedies through the office of the Labor Commissioner prior to bringing their claims in court pursuant to Neville v. Eighth Judicial Dist. Court in & for Cty. of Clark, 406 P.3d 499. 504 (Nev. 2017), issue and claim preclusion do not apply according to the test set out in Five Star Capital Corp. v. Ruby, 124 Nev. 108, 1054, 194 P. 3d 709, 713 (2008), and that Plaintiffs had provided sufficient factual allegations pursuant to Nevada's notice-pleading requirements. Finally, the Court declined to make a ruling on issues related to the alleged collective bargaining agreements, noting that the "issue may be more appropriate for a motion for summary judgment." See Order dated June 7, 2019 at footnote 1.

While Defendants' motion to dismiss the FAC was pending, on May 23, 2019, Defendants also filed a Motion for Summary Judgment on all claims asserted by Martel, Capilla, and Vaughan on the grounds of claim preclusion. Plaintiffs opposed on June 3, 2019, and Defendants' replied in support on June 10, 2019.

Defendants Answered on June 28, 2019 generally denying all allegations and asserting 23 affirmative defenses.

Next, Defendants filed a Motion for Summary Judgment/Summary Adjudication on July 8, 2019 nearly identical to the instant motion.

One day later, Defendants filed a Writ of Mandamus and/or Prohibition on the question of whether employee-plaintiff are required to first exhaust administrative remedies through the Office of the Labor Commissioner before filing suit in court. The

Parties requested and the Court granted a Stay of all proceedings pending the Nevada Supreme Court's decision and also withdrew all pending motions without prejudice. The Court also tolled the NRCP 41(e) five-year rule from July 10, 2019 through the Nevada Supreme Court's decision.

On May 7, 2020, the Nevada Supreme Court issued its decision affirming this Court's determination stating, "[i]n Neville v. Eighth Judicial Dist. Court in & for Cty. of Clark, 406 P.3d 499. 504 (Nev. 2017), we held, by necessary implication, that exhaustion of administrative remedies is not required before filing an unpaid-wage claim in district court." HG Staffing, LLC; and MEI-GSR Holdings, LLC, D/B/A Grand Sierra Resort v. Second Judicial Dist. Court in & for Cty. of Washoe, No. 79118 (Nev. May 7, 2020).

Defendants have now refiled their Motion for Summary Judgment/Summary Adjudication, to which Plaintiffs timely respond.

III. RESPONSE TO DEFENDANTS' STATEMENT FACTS

DEFENDANTS' STATEMENT OF FACTS	PLAINTIFFS' RESPONSE
1. Plaintiffs allege in three separate places in Plaintiffs' Complaint: "Martel was employed from on or about January 25, 2012 through June 12, 2014."	Undisputed.
2. Martel's timeclock records show that he clocked in for his final shift at GSR just after midnight on June 12, 2014 at 6:10 p.m., and clocked out from his final shift at 12:26 a.m. on June 13, 2014.	Undisputed.
3. GSR is a party to three collective bargaining agreements, including (1) with the Culinary Workers Union Local 226 ("the Culinary CBA"); (2) with the International Union of Operating Engineers Stationary Local No. 39 AFL-CIO ("the Operating Engineers CBA"); and (3) with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories	Disputed. There is no valid and operable Culinary CBA. <u>See supra</u> , § - D(1). Undisputed as to the Operating Engineers CBA and the IATSE CBA.

1	and Canada, AFL-CIO, CLC LOCAL Union No. 362 ("the IATSE CBA").	
2	4. Plaintiff Jackson-Williams alleges that she was employed as a guest room attendant from April 2014 through December 2015.	Undisputed
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4	5. Pursuant to the Culinary CBA, GSR "recognizes the Union as the collective bargaining representative for the Employer's employees . . . working in those job classifications listed in Exhibit 1 attached hereto and made a part of this Agreement."	Disputed as to the existence of a valid and operable CBA.
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9	6. This includes but is not limited to employees working as baristas, bartenders, cocktail servers, guest room attendants, slot associates, and slot technicians. <i>Id.</i> Accordingly, Jackson-Williams was covered by the Culinary CBA.	Disputed as to the existence of a valid and operable CBA. Disputed that Jackson-Williams was covered by the Culinary CBA because it was not valid and operable. Undisputed as the fact that the purported CBA would cover job positions identified by Defendant.
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16	7. Pursuant to the Operating Engineers CBA, GSR recognizes the International Union of Operating Engineers Stationary Local No. 39 AFL-CIO ("the Operating Engineers Union") as "the exclusive bargaining representative for . . . all draftsmen, carpenters, engineers, locksmiths, painters, upholsterers, certified pool operators and engineering department laborers."	Undisputed.
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22	8. Pursuant to the IATSE CBA, GSR recognizes the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC LOCAL Union No. 362 ("IATSE") as "the Exclusive collective bargaining representative for . . . all entertainment department employees performing carpentry, electrical, electronic, sound and property work,	Undisputed.
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including stage hands, stage technicians, stage laborers, lounge technicians, convention technicians, spotlight operators and technicians, stage electricians, sound personnel, projectionists, operators of all audio-visual equipment used in connection with the Employer's entertainment and convention operations and all wardrobe personnel. . . "

IV. PLAINTIFFS ADDITIONAL UNDISPUTED FACTS

1. Plaintiff Martel was employed by GSR as an arcade attendant on or about January 25, 2012 through on or about June 13, 2014. See Declaration of Eddy Martel-Rodriguez ("Martel Dec.") at ¶ 2.

2. Plaintiff Martel was not covered by a union or a collective bargaining agreement.

3. Plaintiff Martel usually worked the swing shift, getting off after midnight or 12:30 a.m. or 1:00 a.m. Id.

4. Plaintiff Martel believes the last shift he worked started on June 12, 2014 but ended after midnight on June 13, 2014. at ¶ 2.

5. Plaintiff Martel believes that he was paid approximately \$8.57 per hour that he worked. Id. at ¶ 3.

6. Plaintiff Martel would frequently work shifts with less than 16 hours between them and does not recall receiving daily overtime. Id. at ¶ 3.

7. Plaintiff Martel voluntarily resigned from his employment with GSR. Id. at ¶ 4.

8. Plaintiff Martel vaguely remembers receiving a letter from GSR about an audit the company had done and that they had not paid people properly. Id. at ¶ 5.

9. Beginning in January 2015, GSR sent out a letter and checks for unpaid overtime to 1131 current and former GSR employees informing them that they not been paid daily overtime pursuant to Nevada law. See Declaration of Leah L. Jones ("Jones Dec."), at ¶ 5, Exhibit 2 (Relevant Deposition Transcript of Craig Robinson) pp. 33-34.

10. The letter sent to current and former GSR employees stated:

An audit of our payroll system revealed that overtime was not being paid accurately for certain team members. Nevada law states that if an individual works over 8 hours in a 24 hour period, and does not earn at least 1-1/2 times the minimum wage, overtime must be paid. For example, if an individual worked 8 AM-4 PM on Monday, and came in at 5 AM on Tuesday- the hours between 5 AM and 8 AM on Tuesday would be considered overtime if the person's base rate is less than 1.5 times minimum wages.

The period of time that the calculation was performed inaccurately was November 4, 2011 to July 11, 2014. Enclosed please find a check which pays you for the overtime you are owed.

If you have any questions, please contact the Human Resources Department.

See Jones Dec. at ¶ 6, Exhibit 3 ("GSR Admission Letter").

11. The monies paid to the 1,131 current and former employees "was the result of the failure of Kronos to adequately pay for overtime based on shift jamming[.]" Id. at Exhibit 2, Robinson Dep. 26:2-26:6.

12. Even though GSR paid 1,131 current and former employees because of their shift jamming violations, 1,162 employees were affected by their failure to pay overtime correctly. Id. at Robinson Dep. 33:12-34:2.

13. Despite being aware of the requirement to pay former employees continuation wages, GSR did not pay the former employees any continuation wages pursuant to NRS 608.040 and NRS 608.050 for their failure to pay overtime correctly. Id. at Robinson Dep. 34:8-16.

14. GSR did not pay employees any interest for their failure to pay overtime correctly. Id. at Robinson Dep. 34:23-35:4.

15. Plaintiff Martel is listed as an individual who was owed money from Defendants' failure to pay overtime correctly and he was listed as a terminated

employee at the time a check was supposedly mailed to him. See Jones Dec. at ¶ 7, Exhibit 4 (List of Employees Paid For Shift Jamming Violations).

16. Since Mr. Martel was not compensated all of his wages due and owing at the time of his separation from employment on June 13, 2014, he is entitled to recover 30-days of continuation wages under NRS 608.040 and 30-days of continuation wages under NRS 608.050, for a total amount of continuations owed and unpaid of \$4,113.60.

V. LEGAL ARGUMENT

Summary judgment is proper “when the pleadings and other evidence on file demonstrate that no genuine issue of material fact [remains] and that the moving party is entitled to a judgment as a matter of law.” Wood v. Safeway, Inc., 125 Nev. 724, 729, 121 P.3d 1026, 1029 (Nev. 2005). When deciding a summary judgment motion, all evidence “must be viewed in a light most favorable to the nonmoving party.” Id. General allegations and conclusory statements do not create genuine issues of fact. Id. at 731, 121 P.3d at 1030-31. Defendants have failed to meet their burden in all respects.

A. Plaintiff Martel’s Unpaid Wage and Continuation Wage Claims Did Not Accrue Until July 13, 2014; Therefore, He Is Within The 2-Year Statute of Limitations Imposed By The Court

Defendants attempt to dispose of Plaintiff Martel’s claims under the misguided belief that all of this claims are time barred by the 2-year statute of limitations imposed by this court. A claim under NRS 608.040 and 608.050 does not fully accrue until 30-days after the last day an individual is employed. Indeed, NRS 608.040 provides as follows:

1. If an employer fails to pay:

(a) Within 3 days after the wages or compensation of a discharged employee becomes due; or

(b) On the day the wages or compensation is due to an employee who resigns or quits, the wages or compensation of the employee continues at the same rate from the day the employee resigned, quit or was discharged until paid or for 30 days, whichever is less.

2. Any employee who secretes or absents himself or herself to avoid payment of his or her wages or compensation, or refuses to accept them when fully tendered to him or her, is not entitled to receive the payment thereof for the time he or she secretes or absents himself or herself to avoid payment.

NRS 608.050 separately provides an additional 30-days of continuation wages and provides as follows:

1. Whenever an employer of labor shall discharge or lay off employees without first paying them the amount of any wages or salary then due them, in cash and lawful money of the United States, or its equivalent, or shall fail, or refuse on demand, to pay them in like money, or its equivalent, the amount of any wages or salary at the time the same becomes due and owing to them under their contract of employment, whether employed by the hour, day, week or month, each of the employees may charge and collect wages in the sum agreed upon in the contract of employment for each day the employer is in default, until the employee is paid in full, without rendering any service therefor; but the employee shall cease to draw such wages or salary 30 days after such default.

2. Every employee shall have a lien as provided in NRS 108.221 to 108.246, inclusive, and all other rights and remedies for the protection and enforcement of such salary or wages as the employee would have been entitled to had the employee rendered services therefor in the manner as last employed.

Defendants cannot dispute that Plaintiff Martel is the victim of their failure to pay daily overtime pursuant to Nevada law. Indeed, Plaintiff Martel was mailed a letter confirming that Defendants engaged in unlawful shift jamming and tendered a check to Mr. Martel in the amount of \$24.75 for his unpaid overtime. As a result of this admission, Plaintiff Martel was not paid all his wages due and owing at the time of his separation from employment on June 13, 2014. His continuation wages, however, did not fully accrue until July 13, 2014—30-days after his separation from employment. Therefore, since Mr. Martel filed this lawsuit on June 14, 2016, he is within the 2-year statute of limitations set by the Court. Accordingly, Defendants' motion for summary judgment as to Plaintiff Martel's claims must be denied.

B. Purported Union Employees Covered By A Purported Collective Bargaining Agreement Are Never Required To Exhaust Their Grievance Procedure Prior To Filing Statutory Claims

It is black letter law that there is no requirement that a purported union employee exhaust her internal union grievance procedure prior to filing suit in court to collect wages under statute. Even assuming that Plaintiff Jackson-Williams was covered by a CBA—which she clearly was not as analyzed below—there is no requirement that an employee first exhaust through a grievance process for statutory wage claims.³

If this Court were to accept Defendants' arguments regarding union exhaustion, then former employees such as Ms. Jackson-Williams would be unable to seek relief through the administrative grievance process because they are not current employees and unable to seek relief in state court because they failed to exhaust their administrative remedies. Former employees would be left with no recourse whatsoever to resolve disputes against their former employer (GSR). The absurdity of Defendants' position is clear when taken to this conclusion. This cannot be, and is not, the law. Plaintiffs have instituted a direct action against their employer, GSR, which the plain text of the statutory authority allows them to so. See e.g., NRS 608.140, 608.050;

³ See Albertson's, Inc. v. United Food & Commercial Workers Union, AFL-CIO & CLC, 157 F.3d 758 (9th Cir. 1998) (employees may bring FLSA claim in federal court despite mandatory grievance procedure of collective bargaining agreement); Doyle v. Raley's, Inc., 158 F.3d 1012 (9th Cir. 1998) (employee may pursue statutory age and disability discrimination claims in court since collective bargaining agreement did not specifically grant arbitrator authority to hear statutory claims so that employee did not knowingly waive right to judicial forum for such claims); Felt v. Atchison, Topeka & Santa Fe Ry. Co., 60 F.3d 1416 (9th Cir. 1995) (Title VII religious discrimination claim not subject to arbitration as minor dispute under RLA because it involves rights independent of collective bargaining agreement); Martin v. Dana Corp., 135 F.3d 765 (3d Cir. 1997) (grievance procedure in union contract does not bar plaintiff's statutory race discrimination claim since only union, not individual employee, could request arbitration, which could leave plaintiff with no remedy); Hirras v. National R.R. Passenger Corp., 44 F.3d 278 (5th Cir. 1995) (Title VII and intentional infliction claims not subject to mandatory arbitration under RLA because they are based on independent state rights and not dependent on analysis of collective bargaining agreement); Pryner v. Tractor Supply Co., Inc., 927 F. Supp. 1140, 17 A.D.D. 1293 (S.D. Ind. 1996), aff'd, 109 F.3d 354, 20 A.D.D. 689 (7th Cir. 1997) (Title VII and ADA claims exempt from arbitration clause in collective bargaining agreement).

1 Neville v. Eighth Judicial Dist. Court in & for Cty. of Clark, 406 P.3d 499. 504 (Nev.
 2 2017). Although arbitrators have the authority to receive contractual grievances, this
 3 court has jurisdiction to determine questions of statutory law that may or may not fall
 4 outside of collective bargaining agreements. See Clark Cty. Sch. Dist. v. Riley, 116
 5 Nev. 1143, 1148, 14 P.3d 22, 24–25 (2000), citing Alexander v. Gardner–Denver
 6 Co., 415 U.S. 36, 94 S.Ct. 1011, 39 L.Ed.2d 147 (1974); see also Spiewak v. Board of
 7 Educ., 90 N.J. 63, 447 A.2d 140, 147 (1982). Accordingly, this argument fails.

8 **C. Plaintiffs Have Standing To Represent All Employees, Both Purported**
 9 **Union Employees and Non-Union Employees, Because They All**
 10 **Allege That They Are Victims Of GSR’s Unlawful Pay Practices**

11 Regardless of whether or not the named Plaintiffs in this case were, at one point
 12 in time subject to a valid CBA, courts continually find that union and non-union members
 13 can sue for and on behalf of each other. See Lucas v. Bechtel Corp., 633 F.2d 757, 759-
 14 60 (9th Cir. 1980) (“The individuals have sued to vindicate their uniquely personal rights
 15 to the wages claimed under the allegedly breached agreements, not rights reserved to
 16 the union such as picketing, renegotiating a contract or protesting a plant relocation.”)
 17 citing, Hines v. Anchor Motor Freight, Inc., 424 U.S. 554, 562, 96 S.Ct. 1048, 1055, 47
 18 L.Ed.2d 231 (1976); Lerwill v. Inflight Motion Pictures, Inc., 582 F.2d 507, 511 (9th Cir.
 19 1978); Brown v. Sterling Aluminum Products Corp., 365 F.2d 651, 657 (8th Cir. 1966),
 20 cert. denied, 386 U.S. 957, 87 S.Ct. 1023, 18 L.Ed.2d 105 (1967); cf. Local Joint
 21 Executive Bd. v. Las Vegas Sands, 244 F.3d 1152, 1156 (9th Cir. 2001) (Union, on behalf
 22 of its members, and individual plaintiffs, on behalf of a would-be class of nonunion
 23 employees, sued Sands for damages under the WARN Act.”).

24 In Clark Equip. v. Int’l Unini., Allied Indus. Workers, the Court of Appeals for the
 25 Fourth Circuit rejected an argument by intervenors to a class action settlement asserting
 26 that the union had no standing to represent the non-union employees included in the
 27 settlement class, explaining that because a union has standing to represent a class, even
 28 if the union itself alleges no specific injury, “[t]he fact that the union represented non-
 union employees [] does not mandate a different result.” Clark Equip. v. Int’l U., Allied

Indus. Wker's, 803 F.2d 878, 880 (6th Cir. 1986); citing, International Woodworkers v. Chesapeake Bay Plywood Corp. 659 F.2d 1259 (4th Cir. 1981). "The relevant inquiry for present purposes is not merely whether circumstances *permit* members of the association to individually vindicate their own rights, but rather is whether the claims asserted or the relief requested *requires* each member to participate individually in the lawsuit." Intern. Woodworkers, 659 F.2d at 1267 (emphasis in original).

Here, as further analyzed herein, the statutory wage claims that form the basis for Plaintiffs' and all of Defendants' employees' claims are properly before this Court. See Clark Cty. Sch. Dist. v. Riley, 116 Nev. 1143, 1148, 14 P.3d 22, 24–25 (2000) (this court has jurisdiction to determine questions of statutory law that may or may not fall outside of collective bargaining agreements). And, Plaintiffs and all putative class members claims share a common interest and have all suffered the same alleged injuries, specifically, a failure by their employer, GSR to pay statutorily required wages.

Likewise, even former employees such as Plaintiff Martel-Rodriguez and Plaintiff Jackson-Williams must be allowed to represent former and current employees alike. In addressing claims under Title VII of the Civil Rights Act, the court in Woodford v. Safeway Stores, Inc., explained it best when the court reasoned:

A rule disqualifying discharged employees from representing current employees as a matter of law would be intolerable, since it would allow an unscrupulous employer to immunize himself from class action suits. The fact that the employee does not seek reinstatement should not change this result. . . . The extent of their dissatisfaction and their freedom from fear of retaliation makes these former employees among the most likely plaintiffs in Title VII actions. To bar them from representing current employees unless they stay on the job would either impose a hardship on individuals who feel that those jobs offer them no future, or prevent class treatment in a significant number of cases. The Court finds that in these circumstances the dangers to Title VII enforcement outweigh the dangers arising from the differing interests of former and current employees, particularly since the divergent interests are limited to one area, and a court should thus be able to monitor the conduct of the action to assure that adequate representation is being provided.

Wofford v. Safeway Stores, Inc., 78 F.R.D. 460, 490, n. 6 (N.D. Cal. 1978).

Accordingly, both Plaintiffs Martel-Rodriguez and Jackson-Williams have standing to represent union and non-union employees, as well as current and former employees.

D. Plaintiff Jackson-Williams Is Entitled To Daily Overtime Protections Conferred By NRS 608.018 Because The Culinary CBA Is Not A Valid And Operable CBA And, Even If The Culinary CBA Was Valid And Operable, The CBA Does Not Provide Overtime Benefits Beyond Those Conferred By Statute

An employer bears the burden of demonstrating that its employees are exempt from overtime under NRS 608.018. See, e.g., Flores v. City of San Gabriel, 824 F.3d 890, 897 (9th Cir. 2016) (“The employer bears the burden of establishing that it qualifies for an exemption under the [FLSA].”); Busk v. Integrity Staffing Sols., Inc. (In re Amazon.com, Inc., Fulfillment Ctr. Fair Labor Standards Act (FLSA) & Wage & Hour Litig.), 905 F.3d 387, 398 (6th Cir. 2018) (“[W]hen interpreting state provisions that have analogous federal counterparts, Nevada courts look to federal law unless the state statutory language is “materially different” from or inconsistent with federal law.”) (internal citations omitted). Defendants claim that Plaintiff Jackson-Williams’ Third Cause of Action for failure to pay statutory overtime should be dismissed because she is exempt under NRS 608.018(3)(e), which states that NRS 608.018 does not apply to “Employees covered by collective bargaining agreements which provide otherwise for overtime[.]”

NRS 608.018(3)(e) contains two (2) conditions that the employer must meet in order to prove the exemption: (1) the employees must be covered by a valid and operable collective bargaining agreement, and (2) the collective bargaining agreement must “provide otherwise for overtime.” Defendants fail to meet either condition and thus, their motion for summary adjudication on Plaintiffs Jackson-Williams’ overtime claim must be rejected.

1. Defendants have failed to meet their burden that Plaintiff Jackson-Williams is covered by a valid and operable CBA.

In support of its motion for summary adjudication on Plaintiff Jackson-Williams' statutory overtime claim, GSR submits an unsigned, undated, redlined draft of a purported Culinary CBA with an entity other than Defendants (Worklife Financial, Inc.) that expired on May 2011. The only actual signed Culinary CBA expired by its own terms. See Exhibit 5, attached to the Jones Dec. at ¶ 8, p. 28: GRS—1719. The dispositive language is set forth in Article 24, that is followed by a Memorandum of Understanding, stating:

Article 24: Termination – 24.01. The Agreement shall be in full force and effect for eighteen (18) months from June 10, 2009, which is the date when the Union ratified the Agreement. Accordingly, the Agreement shall expire on December 10, 2010 [signed and initialed at pp. 31-37:GSR-1722-1728, 41-63:GSR-1732-1754]

...

Memorandum of Understanding.

1. By its own terms, the CBA is set to expire on December 10, 2020. The Employer and the Union mutually agree and desire to extend the CBA for ninety (90) days from December 10, 2010 or until March 10, 2011.

...

5. Notwithstanding the foregoing paragraphs, if the Employer sells the property located at 2500 East Second Street, Reno, Nevada 89595 (i.e. the Grand Sierra Resort and Casino) to a third party during the ninety-day (90) initial extension period or any month-to-month renewal period thereafter, the CBA will remain in effect for thirty (30) days after the property sales closes, unless either party has already given Notice, and the Union or the buyer may seek to immediately confer with respect to when where, and how new negotiations will begin. [p. 64:GSR-1755].

It is unfathomable that after 9 years, Defendants still cannot come up with an actual signed and dated agreement to which it is an actual party in support its argument. The only reasons why Defendants have continued to rely on this unsigned, undated redlined draft document from the prior owners of the GSR is because there is no valid CBA.

The last Culinary CBA that purportedly covered Plaintiffs and putative class members expired on or about May 2011 and has never been renewed. The last Culinary CBA in effect expired 30-days after the sale of the property located at 2500 East Second Street, Reno, Nevada 89595. See Exhibit 5 to Jones Dec., "Signed Culinary CBA." The property was sold to Defendants GSR/MEI Holdings in February 2011 and the sale closed on or about March 31, 2011. According to the express language of the prior CBA of the former owners of the GSR and the Culinary Workers Union Local 226, the CBA expired by its own terms in May 2011:

[I]f the Employer sells the property located at 2500 East Second Street, Reno, Nevada 89595 (i.e., the Grand Sierra Resort and Casino) to third party during the ninety-day (90) initial extension period or any month-to-month renewal period thereafter, **the CBA will remain in effect (30) days after the property sale closes[.]**

Id. By the express terms of the 9-year old expired Culinary CBA, that document ceased to remain in effect after 30-days of the sale of the property. Defendant's attempt to rely upon this 9-year old document as support for its motion for summary adjudication must be rejected.⁴

⁴ Alternatively, in the event that the Court is inclined to hold that the 9-year old unsigned, undated, redlined draft of the expired CBA is valid as to Plaintiff Jackson-Williams' claim for overtime, Plaintiffs respectfully request an opportunity to conduct discovery on whether the Culinary Union and the CBA are operational. Generally, a union will be held to be defunct if it has ceased to exist as an effective labor organization and is no longer able or willing to fulfill its responsibilities in administering the contract. Hershey Chocolate Corp., 121 NLRB 901, 42 LRRM 1460 (1958). Factors include whether the union is processing grievances, holding meetings of the members, and electing officers. Id. Defendants bald assertions, untested testimony, and self-serving declarations by its own General Counsel and Director of Human Resources cannot be admitted as evidence on a motion for summary judgment as to: (a) whether the Culinary Union and/or the Engineers Union in this case are willing to fulfill their responsibilities to Defendants' employees; (b) whether union representatives and shop stewards are available to employees purportedly covered by the CBAs for unpaid wage issues, (c) whether the unions' representatives file grievances on behalf of Defendants' employees specific to unpaid wage allegations; (d) whether the unions have held elections since the expiration of the Culinary CBA specifically and within the relevant time period of the litigation; (e) whether the unions have held any meetings since the sale of the GSR property; (f) whether the union have provided employees with a copy of the purported

2. The 9-year old unsigned, undated, and expired Culinary CBA does not “provide otherwise for overtime” and thus GSR cannot meet the second criteria for proving NRS 608.018(3)(e)’s overtime exemption.

Notwithstanding that the Culinary CBA is a 9-year old unsigned, undated, redlined document that expired on its own terms in May 2011, Defendants argument would further fail under the second criteria for proving NRS 608.018(3)(e)’s exemption because the purported Culinary CBA does not “provide otherwise for overtime”. To “provide otherwise for overtime” is to provide overtime above and beyond what is required by statutes. See e.g., <https://www.leg.state.nv.us/Division/Research/Library/LegHistory/LHs/1975/AB219,1975.pdf>, at pp. 8 (last visited Jun. 30, 2020) (“[T]he goal of this piece of legislation[, NRS 608.018] is to humanize working conditions for all and to provide a minimum standard of decency particularly for those who are not represented by collective bargaining.”).

The relevant overtime provision contained in the purported Culinary CBA is as follows:

9.01. Shift and Weekly Overtime.

The workweek pay period shall be from Friday through Thursday. For purposes of computing overtime, for an employee scheduled to work five (5) days in one (1) workweek, any hours in excess of eight (8) hours in a day or forty (40) hours in a week shall constitute overtime. For an employee scheduled to work four (4) days in one (1) workweek, any hours worked in excess of ten (10) hours in a day or forty (40) hours in a week shall constitute overtime. Overtime shall be effective and paid only after the total number of hours not worked due to early outs is first subtracted from the total number of hours actually worked per shift, per workweek. Overtime shall not be paid under this Section for more than one (1) reason for the same hours worked, Employees absent for personal reasons on one (1) or more of their first .five (5) scheduled days of work in their workweek shall work at the Employer's request on a scheduled day off in the same

CBA's for ratification, (g) what was the outcome, and (h) why there are no fully executed CBA's available to the plaintiff employees.

workweek at straight time. If the Employer anticipates such scheduling, the Employer shall provide five (5) days' advance notice.

This provision will remain in effect for the duration of this Agreement. However, at the expiration of the Agreement, the Employer shall have the right to compute and pay overtime in accordance with the provisions of existing federal and state law, and Union employees shall not have the right to overtime pay above and beyond the applicable federal and state law requirements.

Based on this language, the purported Culinary CBA did not "provide otherwise for overtime" in two (2) respects, either one of defeat Defendants' argument.

First, even if the Culinary CBA, as a whole, could be construed to still be in effect, the overtime provisions within the CBA are undeniably not in effect. The text of the overtime provision specifically states that "This provision will remain in effect for the duration of this Agreement. However, at the expiration of the Agreement, the Employer shall have the right to compute and pay overtime ***in accordance with the provisions of existing federal and state law, and Union employees shall not have the right to overtime pay above and beyond the applicable federal and state law requirements.*** See Exhibit 5, "Culinary CBA," dated 2009-2010, at GSR 1701 (emphasis added.) The "Agreement" expired on May 2011. Accordingly, as of that date, employees covered by the Culinary union and the purported CBA would only be entitled to overtime as guaranteed to them by the federal Fair Labor Standards Act (FLSA) and/or by NRS 608.018. This does not meet the criteria of "provid[ing] otherwise for overtime."

Second, even if the overtime provision was still in effect during the relevant time period of this case, the provision does not guarantee Culinary union employees overtime above what is provided by Nevada state statute. Again, the language of the alleged Culinary CBA states in relevant part:

The workweek pay period shall be from Friday through Thursday. For the purposes of computing overtime, for an employee scheduled to work five (5) days in one (1) workweek, any hours in excess of eight (8) hours in a day or forty (40) hours in a week shall constitute overtime.

See both Ex. 5, "Signed Culinary Agreement" at p. 10:GSR-1701 and Ex. 2.A to Defendants' Motion at p. 15. By comparison, NRS 608.018 states in relevant part:

1. An employer shall pay 1 1/2 times an employee's regular wage rate whenever an employee who receives compensation for employment at a rate less than 1 1/2 times the minimum rate set forth in NRS 608.250 works:

(a) More than 40 hours in any scheduled week of work;
or

(b) More than 8 hours in any workday unless by mutual agreement the employee works a scheduled 10 hours per day for 4 calendar days within any scheduled week of work.

2. An employer shall pay 1 1/2 times an employee's regular wage rate whenever an employee who receives compensation for employment at a rate not less than 1 1/2 times the minimum rate set forth in NRS 608.250 works more than 40 hours in any scheduled week of work.

This Culinary CBA and NRS 608.018 have identical meaning. They each provide for daily overtime over 8 hours in a workday, weekly overtime over 40 hours in a workweek. Therefore, the alleged Culinary CBA **does not provide otherwise** for overtime premium pay for employees who work hours in excess of eight (8) hours in a day or forty (40) hours in a workweek.

3. Even if the court grants Defendants' motion for summary adjudication on Ms. Jackson Williams' Third Cause of Action, her claim for continuation wages remains.

There is no union contract exception to waiting time penalties under NRS 608.040 or 608.050. NRS 608.040 and 608.050 apply whenever wages are due and owing at the time of termination. It does not matter why employees who are no longer employed were owed wages, it only matters that they were owed wages that were not paid at the time of termination. All former employees are entitled to waiting penalties and nothing in the purported CBAs are relevant to that right.

Here, Defendants sent a letter stating that they owed employees' wages, a party admission. It is irrelevant if the wages are owed pursuant to a provision in the union

contract that requires payment for shift jamming, or pursuant to the statute itself. There was not any sort of “negotiation” or settlement of anything for receipt of these checks. The check and the explanation sent by Defendants contained no release, no mention of suspending/preventing litigation, no request for dialog of any sort. It was a short, plain statement that Defendants owed these people wages, many of whom were already separated from employment. The statement didn’t even use the words allege, or contain any disclaimer of liability. It simply stated:

An audit of our payroll system revealed that overtime was not being paid accurately for certain team members. Nevada law states that if an individual works over 8 hours in a 24 hour period, and does not earn at least 1-1/2 times the minimum wage, overtime must be paid. For example, if an individual worked 8 AM-4 PM on Monday, and came in at 5 AM on Tuesday- the hours between 5 AM and 8 AM on Tuesday would be considered overtime if the person’s base rate is less than 1.5 times minimum wages.

The period of time that the calculation was performed inaccurately was November 4, 2011 to July 11, 2014. Enclosed please find a check which pays you for the overtime you are owed.

If you have any questions, please contact the Human Resources Department.

See Exhibit 3, “GSR Admission Letter” attached to the Jones Dec. at ¶ 6. Therefore, the alleged Culinary CBAs are not relevant to waiting time penalties under NRS 608.040 and 608.050, for all employees who Defendants admitted were terminated without being paid in full all wages due at the time of termination, no matter what the source of or reason for that underpayment or non-payment of wages was.

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VI. CONCLUSION

For the reasons expressed above, Defendants' Motion for Summary Judgment/Summary Adjudication should be denied.

DATED: July 1, 2020

Respectfully Submitted,

THIERMAN BUCK LLP

/s/ Leah L. Jones

Mark R. Thierman

Joshua D. Buck

Leah L. Jones

Attorneys for Plaintiffs

AFFIRMATION

The undersigned does hereby affirm that the preceding document filed in the Second Judicial District Court of the State of Nevada, County of Washoe, does not contain the social security number of any person.

DATED: July 1, 2020

Respectfully Submitted,

THIERMAN BUCK LLP

/s/ Leah L. Jones

Mark R. Thierman

Joshua D. Buck

Leah L. Jones

Attorneys for Plaintiffs

LIST OF EXHIBITS

Exhibit 1: Order Granting Remand

Exhibit 2: Relevant Deposition Transcript of Craig Robinson

Exhibit 3: GSR Admission Letter

Exhibit 4: Table of Payments Made

Exhibit 5: Singed Culinary CBA 2010

CERTIFICATE OF SERVICE BY E-FILEING

I certify that I am an employee of Thierman Buck LLP and that, on this date, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

Chris Davis
chris.davis@SLSLasVegas.com
2535 Las Vegas Blvd., South
Las Vegas, NV 89109
Tel: (702) 761-7711

MERUELO GROUP, LLC
Susan Heaney Hilden
shilden@meruelogroup.com
2500 East Second Street
Reno, Nevada 89595
Tel: (775) 789-5362

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct. Executed on July 1, 2020, at Reno, Nevada.

/s/ Jennifer Edison-Strekal

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Attorneys for Plaintiffs

**IN THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA IN AND
FOR THE COUNTY OF WASHOE**

EDDY MARTEL (also known as
MARTEL-RODRIGUEZ), MARY ANNE
CAPILLA, JANICE JACKSON-
WILLIAMS, and WHITNEY VAUGHAN on
behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

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

Defendants.

Case No.: 16-cv-01264

Dept. No.: XIV

**DECLARATION OF EDDY MARTEL-
RODRIGUEZ IN SUPPORT OF
PLAINTIFFS' RESPONSE TO
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT/SUMMARY
ADJUDICATION**

I, Eddy Matrel-Rodriguez, hereby declare and state as follows:

1. The following declaration is based upon my own personal observation and knowledge, and if called upon to testify to the things contained herein, I could competently so testify.

2. I was employed by GSR as an arcade attendant on or about January 25, 2012 through on or about June 13, 2014. I usually worked the swing shift, getting off

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1 after midnight or 12:30 a.m. or 1:00 a.m. I believe the last shift I worked started on
2 June 12, 2014 but ended after midnight on June 13, 2014.

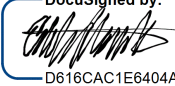
3 3. I believe I was paid about \$8.57 per hour any frequently worked shifts
4 with less than 16 hours between them. For instance, I would work from 6:00 p.m. or
5 7:00 p.m. to 1:00 a.m. and would have to be back at 9:00 a.m. or 10:00 a.m. that
6 same day. I do not believe I was paid any overtime premium for this work.

7 4. I actually gave my two-week notice, in writing, to my supervisor, who I
8 recall was named Michael Gordon.

9 5. I vaguely remember receiving a letter from GSR about an audit they
10 were doing because they hadn't paid people properly sometime in late Spring 2015,
11 but I do not believe I received any payment.

12 I declare under penalty of perjury, under the laws of the state of Nevada, that
13 the foregoing is true and correct.

14
15 DATED: June 30, 2020

DocuSigned by:

/s/ D616CAC1E6404AF...
Eddy Martel-Rodriguez

AFFIRMATION

*The abovesigned does hereby affirm that the preceding document filed in the Second
Judicial District Court of the State of Nevada, County of Washoe, does not contain the
social security number of any person.*

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**IN THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA IN AND
FOR THE COUNTY OF WASHOE**

EDDY MARTEL (also known as
MARTEL-RODRIGUEZ), MARY ANNE
CAPILLA, JANICE JACKSON-
WILLIAMS, and WHITNEY VAUGHAN on
behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

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

Defendants.

Case No.: 16-cv-01264

Dept. No.: XIV

**DECLARATION OF LEAH L. JONES IN
SUPPORT OF PLAINTIFFS'
OPPOSITION TO DEFENDANTS'
MOTION FOR SUMMARY
JUDGMENT/SUMMARY
ADJUDICATION**

I, Leah L. Jones, hereby declare and state as follows:

1. The following declaration is based upon my own personal observation and knowledge, and if called upon to testify to the things contained herein, I could competently so testify.

2. I am an associate attorney with Thierman Buck, LLP and I am admitted to practice law in the states of California and Nevada. I am also admitted to the United

1 States District Court District of Nevada, the United States District Court Eastern
2 District of California, and the Supreme Court of the United States.

3 3. I am one of the attorneys of record for Plaintiffs EDDY MARTEL (also
4 known as MARTEL-RODRIGUEZ), MARY ANNE CAPILLA, JANICE JACKSON-
5 WILLIAMS, and WHITNEY VAUGHAN ("Plaintiffs"), in this action against Defendants
6 HG STAFFING, LLC, MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT.
7 Mark R. Thierman and Joshua D. Buck are also attorneys of record in this case.

8 4. A true and correct copy of the Honorable Judge Jones sitting for the
9 federal District of Nevada Order on remand dated 12/6/16 is attached as Exhibit 1,
10 hereinafter referred to as "Order Granting Remand."

11 5. Defendant provided PMK, Chief Financial Officer, Craig Robinson, on
12 April 8, 2015. My associate Joshua D. Buck took the deposition of Mr. Robinson in
13 regard to his knowledge of all circumstances surrounding payments made to
14 employees for unpaid overtime alleged in Plaintiffs' Complaint. During that deposition,
15 the letter admitting Defendants failed to pay employees correctly was admitted.
16 Relevant portions of Mr. Robinson's transcript are attached to this Declaration as
17 Exhibit 2, hereinafter referred to as "(Relevant Deposition Transcript of Craig
18 Robinson."

19 6. A copy of the audit letter that was sent to GSR employees is attached as
20 Exhibit 3, hereinafter referred to as, "GSR Admission Letter."

21 7. As a result of the admission made by PMK Robinson, Defendants
22 provided a list of employees who were mailed checks and the Audit Letter, hereinafter
23 referred to as "Table of Payments Made" in their tenth supplemental disclosure at
24 BATES 6089. A true and correct copy of this disclosure is attached to this declaration
25 as Exhibit 4.

26 ///

27 ///

28 ///

8. The only fully executed CBA is the Culinary Agreement dated 2009-2010 at GSR 1687-1756. A true and correct copy is attached to this declaration as Exhibit 5, hereinafter referred to as the "Signed Culinary CBA 2010."

I declare under penalty of perjury, under the laws of the state of Nevada, that the foregoing is true and correct.

AFFIRMATION

The undersigned does hereby affirm that the preceding document filed in the Second Judicial District Court of the State of Nevada, County of Washoe, does not contain the social security number of any person.

DATED: July 1, 2020

THIERMAN BUCK, LLP

/s/Leah L. Jones

Leah L. Jones

EXHIBIT 1

Order Granting Remand

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

EDDY MARTEL et al.,

Plaintiffs,

vs.

MEI-GSR Holdings, LLC et al.,

Defendants.

3:16-cv-00440-RJC-WGC

ORDER

This putative class action arises out of alleged wage-and-hour violations under NRS Chapter 608. Now pending before the Court are Plaintiffs' Motion to Remand (ECF No. 8.) and Defendants' Motion to Dismiss (ECF No. 6). For the reasons given herein, the Court grants the Motion to Remand and denies the Motion to Dismiss as moot.

I. FACTS AND PROCEDURAL HISTORY

Plaintiffs Eddy Martel, Mary Anne Capilla, Janice Jackson-Williams, and Whitney Vaughan (collectively "Plaintiffs") are former non-exempt hourly employees of Defendants HG Staffing, LLC and MEI-GSR Holdings, LLC d/b/a Grand Sierra Resort (collectively "Defendants" or "GSR"). (Compl. ¶¶ 5–13, ECF No. 1-1.) Martel was a Bowling Center Attendant from January 2012 through July 2014; Capilla was a Dealer from March 2011 through September 2013; Jackson-Williams was a Room Attendant from April 2014 through December

1 2015; and Vaughan was a “Dancing Dealer”—described by Plaintiffs as “part cards dealer, part
2 go-go dancer”—from August 2012 through June 2013. (*Id.* ¶¶ 5–8.)

3 On June 14, 2016, Plaintiffs filed a class action complaint in Nevada’s Second Judicial
4 District Court, alleging Defendants maintained several policies or practices that resulted in off-
5 the-clock work and the underpayment of overtime:

6 ***Off-the Clock Work Due to Time Clock Rounding.*** First, Plaintiffs allege generally that
7 GSR’s policy of rounding time clock punches to the nearest quarter-hour prior to calculating
8 payroll is unlawful, in that it “favors the employer and deprives the employees of pay for time
9 they actually perform work activities.” (*Id.* at ¶ 16.)

10 ***Off-the-Clock Work Due to Cash Bank Policy.*** In addition, Martel alleges he was
11 required to carry a “cash bank” during his shifts. (*Id.* at ¶¶ 17–19.) Prior to starting his shift,
12 Martel had to retrieve the cash bank from GSR’s dispatch cage and then proceed to his
13 workstation. (*Id.*) After his shift ended, he was required to reconcile and return the bank to the
14 same cage. (*Id.*) Martel alleges GSR required these tasks to be done off the clock, and estimates
15 he spent approximately fifteen minutes a day completing them. (*Id.*) Martel also alleges the
16 policy was applicable to “cashiers, bartenders, change persons, slot attendants, retail attendants,
17 and front desk agents.” (*Id.*)

18 ***Off-the-Clock Work Due to Dance Class Policy.*** Vaughan alleges that “servetainers” and
19 “dancing dealers” were not compensated for mandatory off-the-clock dance classes, which
20 resulted in roughly two to four hours of uncompensated work time each week. (*Id.* at ¶¶ 20–21.)

21 ***Off-the-Clock Work Due to Pre-Shift Meetings.*** Jackson-Williams alleges that room
22 attendants and housekeepers were required to arrive to work twenty minutes prior to the
23 beginning of each scheduled shift to receive assignments, submit to a uniform inspection, and
24 collect tools and materials necessary to complete their jobs. (*Id.* at ¶¶ 22–23.) Employees were

1 not compensated for these twenty minutes. (*Id.*) Capilla and Martel also allege that all cocktail
2 waitresses, bartenders, dealers, security guards, technicians, construction workers, and retail
3 attendants had to attend a mandatory pre-shift meeting every workday. (*Id.* at ¶¶ 24–25.) These
4 meetings lasted “ten minutes or more” and were uncompensated. (*Id.*)

5 ***Off-the-Clock Work Due to Uniform Policy.*** Vaughan alleges that dancing dealers,
6 waitresses, and baristas were required to change into their uniforms on site and off the clock. (*Id.*
7 at ¶¶ 26–28.) Vaughan estimates it took her a total of at least fifteen minutes each workday to
8 change into and out of her uniform. (*Id.*)

9 ***Underpayment of Overtime Due to “Shift Jamming.”*** Lastly, Plaintiffs allege
10 Defendants’ “shift-jamming” policy resulted in the underpayment of overtime wages. (*Id.* at ¶¶
11 29–37.) This claim is based on Nevada’s statutory definition of “workday,” which is “a period of
12 24 consecutive hours which begins when the employee begins work.” NRS § 608.0126.
13 According to Plaintiffs, Defendants “routinely” required employees to work eight-hour shifts,
14 and then begin subsequent shifts less than twenty-four hours after the start of the previous shift.
15 (Compl. ¶¶ 29–37.) Plaintiffs’ theory is that if an employee works an eight-hour shift on Monday
16 beginning at 9:00 a.m., and then starts another shift on Tuesday at 8:00 a.m., the employee would
17 be entitled to overtime compensation for the first hour of Tuesday’s shift under § NRS 608.018
18 (“An employer shall pay 1-1/2 times an employee’s regular wage rate whenever an employee
19 who receives compensation for employment at a rate less than 1-1/2 times the minimum rate
20 prescribed pursuant to NRS 608.250 works . . . [m]ore than 8 hours in any *workday*.”) (emphasis
21 added).

22 On July 25, 2016, Defendants timely removed the action to this Court. (Pet. Removal,
23 ECF No. 1.) Defendants’ basis for invoking the Court’s jurisdiction is Section 301 of the Labor
24 Management Relations Act of 1947 (“LMRA”). (*Id.* at ¶ 6.) Defendants assert that a valid

collective-bargaining agreement (“CBA”) between GSR and certain classes of employees was in effect at times relevant to the Complaint, and argue that Plaintiffs’ action arises under or is at least “substantially dependent” on a CBA. (*Id.* at ¶¶ 7–11.) Of the four named plaintiffs in this action, Defendants assert only that Jackson-Williams was ever subject to a CBA, and “readily admit” that Martel and Capilla were not covered by any such agreement. (Resp. 9, ECF No. 10.)

On August 1, 2016, Defendants filed a Motion to Dismiss. (ECF No. 6.) On August 17, 2016, Plaintiffs filed their Motion to Remand. (ECF No. 8.) On August 24, 2016, the Court partially granted a stipulation of the parties to stay proceedings, and stayed briefing on Defendants’ Motion to Dismiss pending the Court’s determination of the Motion to Remand. (ECF No. 9.)

II. LEGAL STANDARDS

Section 301 of the LMRA provides that the United States district courts have original jurisdiction over “[s]uits for violation of contracts between an employer and a labor organization representing employees . . . without respect to the amount in controversy or without regard to the citizenship of the parties.” 29 U.S.C. § 185(a). It is now well settled that “the preemptive force of § 301 is so powerful as to displace entirely any state cause of action for violation of contracts between an employer and a labor organization.” *Franchise Tax Bd. v. Constr. Laborers Vacation Trust*, 463 U.S. 1, 23 (1983) (internal quotation marks omitted). Accordingly, any suit for violation of a CBA “is purely a creature of federal law, notwithstanding the fact that state law would provide a cause of action in the absence of § 301.” *Id.* Indeed, state-law claims arising under a labor contract are entirely preempted by Section 301, “even in some instances in which the plaintiffs have not alleged a breach of contract in their complaint, if the plaintiffs’ claim is either grounded in the provisions of the labor contract or requires interpretation of it.” *Burnside v. Kiewit Pac. Corp.*, 491 F.3d 1053, 1059 (9th Cir. 2007).

1 The Ninth Circuit, citing Supreme Court precedent, has articulated a two-step analytical
2 framework for determining whether state-law causes of action are preempted by Section 301. *See*
3 *id.* at 1059–60, citing *Caterpillar Inc. v. Williams*, 482 U.S. 386, 394 (1987) (“Section 301
4 governs claims founded directly on rights created by collective-bargaining agreements, and also
5 claims substantially dependent on analysis of a collective-bargaining agreement.”). First, the
6 court must determine “whether the asserted cause of action involves a right conferred upon an
7 employee by virtue of state law, not by a CBA. If the right exists solely as a result of the CBA,
8 then the claim is preempted, and [the] analysis ends there.” *Id.* at 1059. To determine whether a
9 right derives from state law or a CBA, the court must consider “the legal character of a claim, as
10 ‘independent’ of rights under the collective-bargaining agreement [and] not whether a grievance
11 arising from ‘precisely the same set of facts’ could be pursued.” *Id.* at 1060, quoting *Livadas v.*
12 *Bradshaw*, 512 U.S. 107, 123 (1994).

13 Second, if the asserted right “exists independently of the CBA,” the court must then
14 determine whether the right “is nevertheless substantially dependent on analysis of the
15 collective-bargaining agreement.” *Id.* at 1059 (internal quotation marks omitted). This
16 determination is made by considering whether the claim requires the court to “interpret” the
17 CBA. *Id.* at 1060. If so, the claim is preempted. In contrast, if the court need only “look to” the
18 agreement to resolve a state-law claim, there is no preemption. *Id.* (providing examples of
19 situations in which courts may “look to” a CBA without triggering Section 301 preemption).

20 Furthermore, the Supreme Court has established that a defendant’s invocation of a CBA
21 in a defensive argument cannot alone trigger preemption:

22 It is true that when a defense to a state claim is based on the terms of a collective-
23 bargaining agreement, the state court will have to interpret that agreement to
24 decide whether the state claim survives. But the presence of a federal question,
even a § 301 question, in a defensive argument does not overcome the paramount
policies embodied in the well-pleaded complaint rule—that *the plaintiff is the*
master of the complaint, that a federal question must appear on the face of the

complaint, and that the plaintiff may, by eschewing claims based on federal law, choose to have the cause heard in state court. . . . [A] defendant cannot, merely by injecting a federal question into an action that asserts what is plainly a state-law claim, transform the action into one arising under federal law, thereby selecting the forum in which the claim shall be litigated. If a defendant could do so, the plaintiff would be master of nothing.

Caterpillar, 482 U.S. at 398–99 (emphasis added).

III. ANALYSIS

There is, of course, the threshold matter of whether a valid CBA was in effect at times relevant to this action. There are two agreements at issue here: (1) a fully executed agreement with an initial term of June 10, 2009, through December 10, 2010 (“June 2009 CBA”); and (2) an unsigned, undated, redlined draft agreement which Defendants assert is valid and has been in effect “since 2010” (“Redlined Draft CBA”). There are complex issues arising from both agreements.

First, it appears the June 2009 CBA expired by its own terms on or around May 1, 2011. (*See* Reply 6–7, ECF No. 11.) Defendants do not contest this fact. Generally, “[w]hen a complaint alleges a claim based on events occurring after the expiration of a collective bargaining agreement, courts have held that section 301 cannot provide a basis for jurisdiction.” *Derrico v. Sheehan Emergency Hosp.*, 844 F.2d 22, 25 (2d Cir. 1988) (collecting cases). However, Plaintiffs allege that Defendants’ liability for off-the-clock work dates back to March 31, 2011.¹ By arguing the June 2009 CBA expired in May 2011, Plaintiffs effectively concede that there was a valid CBA in effect during at least the month of April 2011, which does overlap with the alleged period of liability. (*See* Mot. Remand 5, ECF No. 8.)

¹ Plaintiffs argue their claims were tolled from June 21, 2013, to January 12, 2016, as a result of another class action complaint asserting the same claims, which was dismissed prior to class certification. (Compl. 8, n. 1, ECF No. 1-1.) Neither this issue nor the related statute of limitations issue is presently before the Court. The Court need not address these issues to rule on the Motion to Remand.

1 In addition, the Redlined Draft CBA is extremely problematic. Defendants submit the
 2 declarations of Larry Montrose, Human Resources Director of MEI-GSR Holdings, and Kent
 3 Vaughan, Senior VP of Hotel Operations of MEI-GSR Holdings, wherein both declarants assert
 4 that the Redlined Draft CBA has been in effect “from 2010 to present.” (Montrose Decl. ¶ 3,
 5 ECF No. 10 at 17; Vaughan Decl. ¶ 2, ECF No. 10 at 107.) However, the Redlined Draft CBA is
 6 unsigned and undated. (Redlined Draft CBA, ECF No. 10 at 20–93.) It is also clearly a
 7 preliminary draft, not in final form. (*Id.*) Moreover, Defendants’ names do not appear anywhere
 8 on the face of the Redlined Draft CBA; rather, the document indicates that the “Employer” is
 9 Worklife Financial, Inc. d/b/a Grand Sierra Resort and Casino (“Worklife”), which was the
 10 Employer under the June 2009 CBA and Defendants’ apparent predecessor-in-interest. (*Id.*) In
 11 support of the Redlined Draft CBA’s validity, Defendants argue, correctly, that a CBA need not
 12 always be signed to be enforceable. *See Warehousemen’s Union Local No. 206 v. Continental*
 13 *Can Co.*, 821 F.2d 1348, 1350 (9th Cir. 1987) (“Union acceptance of an employer’s final offer is
 14 all that is necessary to create a contract, regardless of whether either party later refuses to sign a
 15 written draft.”). Moreover, Defendants point to communications from Culinary Workers Union
 16 Local 226 (“Union”) to Defendants between May 2015 and February 2016, which indicate that
 17 the Union was invoking the Redlined Draft CBA to initiate grievance proceedings throughout
 18 this timeframe.² (Union Letters, ECF No. 10 at 95–97, 99, 105.) *See S. California Painters &*
 19 *Allied Trade Dist. Council No. 36 v. Best Interiors, Inc.*, 359 F.3d 1127, 1133 (9th Cir. 2004),

22 2 Specifically, on June 23, 2015, the Union took the position that Defendants had violated “Exhibit 1 and all other
 23 pertinent provisions of the Collective Bargaining Agreement.” (June 23, 2015 Union Letter, ECF No. 10 at 97.) The
 24 alleged violation related to “bringing wages consistent to \$15.16 for all Slot Tech I” positions. (*Id.*) The June 2009
 CBA includes an Exhibit 1, but it does not address Slot Tech wage rates. (June 2009 CBA at Ex. 1, ECF No. 8-4 at
 42.) Rather, the June 2009 CBA covers Slot Tech wages exclusively in Side Letter #1. (*Id.* at Side Letter #1, ECF
 No. 8-4 at 59.) In contrast, Exhibit 1 in the Redlined Draft CBA includes a Slot Tech Wage Chart. (Redlined Draft
 CBA at Ex. 1, ECF No. 10 at 93.) Therefore, of the two CBAs provided to the Court, the Union’s June 23, 2015
 letter can only be referencing the Redlined Draft CBA.

1 quoting *NLRB v. Haberman Constr. Co.*, 641 F.2d 351, 356 (5th Cir. 1981) (en banc) (“To
2 determine whether a party has adopted a contract by its conduct, the relevant inquiry is whether
3 the party has displayed ‘conduct manifesting an intention to abide by the terms of the
4 agreement.’”).

5 The Court need not and will not determine whether either the June 2009 CBA or the
6 Redlined Draft CBA was valid and in effect during times relevant to the Complaint. Because the
7 Motion to Remand may be decided on other grounds, as shown below, the Court declines to
8 wade into the waters of whether and when these contracts may have been in force.

9 **a. The rights at issue were created by Nevada law and not by a CBA.**

10 Plaintiffs advance three primary legal theories: (1) they were required to work while off
11 the clock, and therefore did not receive compensation of at least minimum wage for all hours
12 worked; (2) they were deprived of overtime when they worked a shift that began within the same
13 statutory “workday” as their previous shift; and (3) Defendants’ alleged failure to compensate
14 Plaintiffs pursuant to theories (1) and (2) resulted in a failure to timely pay Plaintiffs all wages
15 due and owing upon termination of employment. All of Plaintiffs’ claims arise specifically under
16 Nevada law, independently of any CBA. Plaintiffs’ claims are expressly based on NRS 608.016
17 (“[A]n employer shall pay to the employee wages for each hour the employee works.”); Article
18 15, Section 16 of the Nevada Constitution (“Each employer shall pay a wage to each employee
19 of not less than the hourly rates set forth in this section.”); NRS 608.018 (“An employer shall
20 pay 1-1/2 times an employee’s regular wage rate whenever an employee who receives
21 compensation for employment at a rate less than 1-1/2 times the minimum [wage] works . . .
22 [m]ore than 8 hours in any workday.”); and NRS 608.020–050 (“Whenever an employer
23 discharges an employee, the wages and compensation earned and unpaid at the time of such
24 discharge shall become due and payable immediately.”).

1 Therefore, the rights asserted by Plaintiffs—the right to be compensated at minimum
2 wage for all hours worked, the right to overtime compensation, and the right to be paid all wages
3 due and owing at the time of termination—are created by Nevada law, not a CBA. Each right
4 “arises from state law, not from the CBA, and is vested in the employees directly, not through
5 the medium of the CBA.” *Burnside*, 491 F.3d at 1064. Moreover, notwithstanding the fact that
6 some of the rights asserted by Plaintiffs may be waived pursuant to a bona fide CBA, they are
7 still conferred upon Plaintiffs by virtue of state law. *See id.* (“[A]s a matter of pure logic, a right
8 that inheres *unless* it is waived exists independently of the document that would include the
9 waiver, were there a waiver.”).

10 **b. Plaintiffs’ claims are not substantially dependent on the terms of a CBA.**

11 Having concluded that the rights asserted in Plaintiffs’ Complaint inhere in state law, the
12 Court must now consider whether those rights are nonetheless “substantially dependent” on a
13 CBA (i.e., whether resolving Plaintiffs’ claims will require interpretation of a CBA). *See id.* at
14 1060. Defendants have not met their burden to show that the interpretation of a CBA will be
15 required.

16 First, in arguing that Plaintiffs’ claim for failure to pay wages for all hours worked requires
17 interpretation of a CBA, Defendants’ focus is NRS 608.012, which defines “wages” as the “amount
18 which an employer agrees to pay an employee for the time the employee has worked” (Resp.
19 6, ECF No. 10.) Defendants contend that because NRS Chapter 608 requires only the payment of
20 “wages,” and the “wages” of employees governed by the CBA are set by the CBA, all wage claims
21 are “effectively claims for breach of the CBA.” (*Id.*) Defendants’ conclusion is incorrect.
22 “[N]either looking to the CBA merely to discern that none of its terms is reasonably in dispute,
23 *nor the simple need to refer to bargained-for wage rates in computing a penalty*, is enough to
24 warrant preemption.” *Burnside*, 491 F.3d at 1060 (emphasis added) (brackets and citations

1 omitted), citing *Livadas*, 512 U.S. at 125. With respect to off-the-clock work, Defendants have
2 identified no CBA provision that has any bearing on the issue, much less a relevant provision that
3 is reasonably in dispute. Merely “looking to” a CBA to calculate the amount of unpaid wages does
4 not trigger Section 301 preemption.³ *See id.* at 1074.

5 The same reasoning applies to Plaintiffs’ constitutional minimum wage claim. Plaintiffs
6 allege they were required to work without pay, and that under the Nevada Constitution these unpaid
7 hours should have been paid at no less than the state minimum wage. Defendants do not argue that
8 the CBA contains any particular provision that must be interpreted in order to resolve this claim.
9 Nor do Defendants contend that the Union waived the right to minimum wages under Article 15,
10 Section 16(B). Indeed, the Redlined Draft CBA contains no such waiver. On the contrary, the wage
11 rate tables in Exhibit 1 all reference a footnote, which reads: “Where these standard rates fall below
12 the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada’s
13 minimum wage requirements.” (Redlined Draft Agreement, Ex. 1, ECF No. 10 at 86–93.) *See*
14 *Cramer v. Consol. Freightways, Inc.*, 255 F.3d 683, 692 (9th Cir. 2001), *as amended* (Aug. 27,
15 2001) (“[A] court may look to the CBA to determine whether it contains a clear and unmistakable
16 waiver of state law rights without triggering § 301 preemption.”).

17 Similarly, Plaintiffs’ claim for failure to timely pay wages due and owing upon termination
18 is not preempted. Again, Defendants fail to identify any provision in a CBA that must be
19 interpreted to resolve this claim. Furthermore, the Supreme Court has examined Section 301
20
21

22
23 ³ Defendants also assert that this and other claims in Plaintiffs’ Complaint are alleged here improperly, because
24 another court in this District recently granted summary judgment for Defendants in a related case, finding that
“except for claims for minimum wage pursuant to NRS 608.250, [...] Nevada does not recognize a private statutory
cause of action for wages.” (Resp. 2, ECF No. 10.) However, the validity of Plaintiffs’ claims is not properly before
the Court on Plaintiff’s Motion to Remand. Indeed, a court must first determine whether it has subject matter
jurisdiction to hear a claim before ruling such claim is invalid.

1 preemption in the context of a closely analogous California statute—Labor Code § 203—and
2 opined:

3 The only issue raised by [plaintiff’s] claim, whether [defendant] “willfully failed
4 to pay” her wages promptly upon severance, was a question of state law, entirely
5 independent of any understanding embodied in the collective-bargaining
6 agreement between the union and the employer. There is no indication that there
7 was a “dispute” in this case over the amount of the penalty to which [plaintiff]
8 would be entitled, and [*Lingle v. Norge Div. of Magic Chef, Inc.*, 486 U.S. 399
(1988)] makes plain in so many words that when liability is governed by
independent state law, the mere need to “look to” the collective-bargaining
agreement for damages computation is no reason to hold the state-law claim
defeated by § 301.

9 *Livadas*, 512 U.S. at 124–25 (brackets and citation omitted). The same reasoning applies here,
10 and the Court reaches the same conclusion.

11 Defendants present a somewhat more persuasive argument that Plaintiffs’ overtime claim
12 based on allegations of “shift-jamming” requires interpretation of a CBA. NRS 608.018(3)(e)
13 expressly provides that statutory overtime requirements do not apply to “[e]mployees covered by
14 collective bargaining agreements which provide otherwise for overtime.” The Redlined Draft
15 CBA provides for overtime compensation. (Redlined Draft CBA ¶ 9.01, ECF No. 10 at 35.)
16 Therefore, Defendants contend that any employees subject to the CBA waived their statutory
17 right to overtime pay, and any claim for unpaid overtime must arise under the contract. (Resp.
18 10, ECF No. 10.) Furthermore, Defendants argue that NRS 608.018 requires daily overtime for
19 each “workday,” as defined in the statute, while the Redlined Draft CBA requires overtime for
20 each “day,” which is undefined and should be given its ordinary meaning. (*Id.* at 12–13.)
21 Therefore, Defendants argue, a court must interpret the CBA to determine the meaning of “day”
22 as the term is used in the CBA. (*Id.*)

23 The Court declines to reach Defendants’ arguments with respect to the alleged shift-
24 jamming policy and the respective meanings of “day” and “workday.” Plaintiffs’ Complaint

1 provides: “The claim for unpaid overtime wages pursuant to Defendants’ shift jamming policy is
2 *only brought on behalf of employees who are not covered* by a valid and effective collective
3 bargaining agreement.” (Compl. ¶ 37, ECF No. 1-1 (emphasis added).) There is no need to
4 interpret a CBA to resolve Plaintiffs’ shift-jamming claims because Plaintiffs have specifically
5 pled around any valid CBA that may be applicable. “[T]he plaintiff is the master of the
6 complaint . . . and . . . may, by eschewing claims based on federal law, choose to have the cause
7 heard in state court.” *Caterpillar*, 482 U.S. at 398–99.

8 Lastly, with respect to unpaid overtime on the basis of off-the-clock work, the Court’s
9 decision is governed by *Burnside* and *Livadas*. As in those cases, Plaintiffs are not “complaining
10 about the wage rate the employees were paid for certain work, but about the fact that [they were]
11 not paid at all.” *Burnside*, 491 F.3d at 1073. The Redlined Draft CBA contains provisions
12 governing the regular rate and the rate of overtime wages. *See id* at 1073–74. However, as in
13 *Burnside* and *Livadas*, “there is no indication in this case of any dispute concerning which wage
14 rate would apply to” off-the-clock hours, *if* such hours are compensable. *See id.* at 1074.
15 Therefore, the conclusion in *Burnside* is directly applicable to Plaintiffs’ overtime claim:

16 The basic legal issue presented by this case, therefore, can be decided without
17 interpreting the CBA. Depending on how that issue is resolved, damages may
18 have to be calculated, and in the course of that calculation, reference to—but not
19 interpretation of—the CBAs, to determine the appropriate wage rate, would likely
be required. Under *Livadas*, this need to consult the CBAs to determine the wage
rate to be used in calculating liability cannot, alone, trigger section 301
preemption.

20 491 F.3d at 1074 (finding overtime claims not preempted where based on allegedly compensable
21 off-the-clock travel time).

22 Accordingly, all of Plaintiffs’ claims can be resolved without interpretation of a CBA.
23 Plaintiffs’ claims are not preempted by Section 301, and may not be removed to federal court.

24 ///

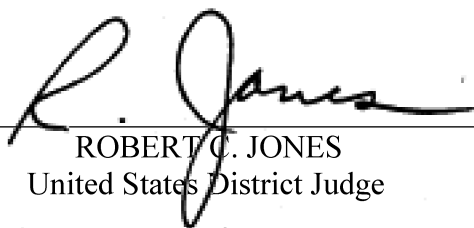
CONCLUSION

IT IS HEREBY ORDERED that the Motion to Remand (ECF No. 8) is GRANTED.

IT IS FURTHER ORDERED that Defendants' Motion to Dismiss (ECF No. 6) is
DENIED as moot.

IT IS FURTHER ORDERED that the case is REMANDED to the Second Judicial
District Court of Washoe County, Nevada, and the Clerk shall close the case.

IT IS SO ORDERED December 6, 2016.



ROBERT C. JONES
United States District Judge

EXHIBIT 2

Relevant Deposition Transcript
Of Craig Robinson

EXHIBIT 2

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 --oOo--

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5
6 TIFFANY SARGANT, BAILEY :
7 CRYDERMAN, et. al.,)

8 Plaintiffs,)

: No. 3:13 CV 453 LRH WGC

9 -vs-)

10 HG STAFFING, LLC, MEI-GSR)
11 HOLDINGS LLC d/b/a GRAND :
SIERRA REPORT, et al.,)

12 Defendants.)

13
14
15 DEPOSITION OF
16 CRAIG ROBINSON

17 April 8, 2015

18 Reno, Nevada
19
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21
22
2324 Reported by: Karen Bryson
25 Certified Court Reporter #120

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<p>1 A Specifically in the St. Louis property it ended</p> <p>2 in October of 2013, and I don't recall the exact date it</p> <p>3 began because it was -- it was a transfer within company.</p> <p>4 Q Different property?</p> <p>5 A Yes.</p> <p>6 Q What was the other property?</p> <p>7 A The previous property I was at was the</p> <p>8 Hollywood in Aurora, Illinois.</p> <p>9 Q Okay. You performed the same job at the other</p> <p>10 property as well?</p> <p>11 A Correct.</p> <p>12 Q Same duties?</p> <p>13 A Correct.</p> <p>14 Q So that takes us to 2012? Prior -- is that</p> <p>15 right? Is that when you started with the --</p> <p>16 A No, I started with Penn National in 2009.</p> <p>17 Q 2009? Prior to 2009 where did you work?</p> <p>18 A Prior to 2009 I was managing director for</p> <p>19 Adams-Harris.</p> <p>20 Q And what is that?</p> <p>21 A It is a professional services consulting firm</p> <p>22 out of St. Louis.</p> <p>23 Q Are you from the Midwest?</p> <p>24 A Born and raised in Las Vegas. Born in Reno,</p> <p>25 raised in Las Vegas.</p>	<p>1 A At advice from counsel.</p> <p>2 Q And what did you specifically review in this</p> <p>3 complaint?</p> <p>4 A I reviewed the entire complaint.</p> <p>5 Q Read the whole thing cover to cover?</p> <p>6 A Yes.</p> <p>7 Q Did you feel like you understood what the</p> <p>8 nature of the allegations were in the complaints?</p> <p>9 A Generally, yes.</p> <p>10 Q I'm going to focus you on page number five of</p> <p>11 the complaint. Title in the top of that page is</p> <p>12 Defendants' Shift Jamming Policy.</p> <p>13 Do you see that?</p> <p>14 A Yes, I do.</p> <p>15 Q Do you know what the term "shift jamming"</p> <p>16 means?</p> <p>17 A Prior to reading this complaint, no.</p> <p>18 Q Okay. After reading this complaint do you have</p> <p>19 an idea what shift jamming means?</p> <p>20 A Yes.</p> <p>21 Q What does it mean? What is your understanding</p> <p>22 of what it means?</p> <p>23 A My understanding is that exactly what's laid</p> <p>24 out here as I read it, specifically in number 19.</p> <p>25 Q And what does number 19 say?</p>
Page 13	Page 15
<p>1 Q Oh, okay.</p> <p>2 So you came back home?</p> <p>3 A Correct.</p> <p>4 Q And Harris -- I'm sorry if you already stated</p> <p>5 this, what were your job -- what was your job title?</p> <p>6 A As managing director I oversaw all delivery,</p> <p>7 sales, administration of this professional service's</p> <p>8 consulting organization.</p> <p>9 Q Are you familiar with the current wage lawsuit</p> <p>10 against the GSR?</p> <p>11 A Yes.</p> <p>12 Q And how did you become aware of it?</p> <p>13 A I read the complaint.</p> <p>14 (Exhibit 2 marked.)</p> <p>15 BY MR. BUCK:</p> <p>16 Q Let me know when you finish reviewing the</p> <p>17 document that's been handed to you as Exhibit 2.</p> <p>18 A (Witness complies.)</p> <p>19 Okay. I'm done.</p> <p>20 Q Is this a document that you reviewed?</p> <p>21 A Yes, sir.</p> <p>22 Q And when did you review this document for the</p> <p>23 first time?</p> <p>24 A About five weeks ago.</p> <p>25 Q And why did you review this document?</p>	<p>1 A Employees who are paid less than one and one</p> <p>2 half times the minimum wage must be paid overtime if they</p> <p>3 work more than eight hours a day or if they are recognized</p> <p>4 and agreed upon four ten-hour workweeks.</p> <p>5 Q So is it your understanding now that the</p> <p>6 employees -- shift jamming is when employees do not have</p> <p>7 at least 16 hours time between the end of their last shift</p> <p>8 and the start of beginning of their next shift?</p> <p>9 A Correct.</p> <p>10 Q Did you have an understanding as to shift</p> <p>11 jamming when you worked at Cosmopolitan?</p> <p>12 A No, sir.</p> <p>13 Q The first time that you learned of the shift</p> <p>14 jamming policy was when you read this complaint five weeks</p> <p>15 ago, I believe is what you said?</p> <p>16 A Correct. It was the first time I had heard of</p> <p>17 the term.</p> <p>18 Q So you're aware after reading this complaint</p> <p>19 that the plaintiffs in this action have been seeking to</p> <p>20 recover overtime for an alleged violation of shift</p> <p>21 jamming; is that right?</p> <p>22 A Correct.</p> <p>23 Q And were you aware that this complaint was</p> <p>24 originally filed on June 21, 2013?</p> <p>25 A According to the top page, yes.</p>

Page 16	Page 18
<p>1 Q And, again, this is the document that you read</p> <p>2 prior to today?</p> <p>3 A Correct.</p> <p>4 MR. BUCK: I'd like to mark another document</p> <p>5 that we're going to list as Exhibit 3.</p> <p>6 (Exhibit 3 marked.)</p> <p>7 BY MR. BUCK:</p> <p>8 Q Let me know when you've had a chance to look at</p> <p>9 what the court reporter has marked as Exhibit 3.</p> <p>10 A (Witness complies.)</p> <p>11 Okay.</p> <p>12 Q Have you seen this document before?</p> <p>13 A I don't believe I have.</p> <p>14 Q This is the second amended collective and class</p> <p>15 action complaint against the GSR. And you haven't</p> <p>16 reviewed this prior to today's deposition, correct?</p> <p>17 A I don't believe I have.</p> <p>18 Q Okay. Again, I want to refer you to page six</p> <p>19 on this page.</p> <p>20 A (Witness complies.)</p> <p>21 Q You see on page six the middle of the page</p> <p>22 again there's a title to that section called Defendants'</p> <p>23 Shift Jamming Policy.</p> <p>24 Do you see that?</p> <p>25 A Yes, I do.</p>	<p>1 rate.</p> <p>2 Whereas, in the Exhibit 3 the wording of that</p> <p>3 last line is changed, whether it to be their normal job</p> <p>4 duties or special event or mandatory training classes</p> <p>5 without paying the proper overtime rate.</p> <p>6 Q With the dance lesson or workout language --</p> <p>7 A Re --</p> <p>8 Q -- removed?</p> <p>9 A With that language removed, yes.</p> <p>10 Q Okay. With the exception of that change in the</p> <p>11 language, would it appear that plaintiffs have been</p> <p>12 consistently alleging a shift jamming violation in both</p> <p>13 their original complaint and their amended complaint?</p> <p>14 A Except for that revised wording, yes.</p> <p>15 MR. BUCK: I'm going to mark this as Exhibit 4.</p> <p>16 (Exhibit 4 marked.)</p> <p>17 BY MR. BUCK:</p> <p>18 Q Let me know when you've had a chance to look at</p> <p>19 Exhibit No. 4.</p> <p>20 A (Witness complies.)</p> <p>21 I'm done.</p> <p>22 Q Do you recognize this document?</p> <p>23 A I do.</p> <p>24 Q Did you draft this document?</p> <p>25 A I did not.</p>
Page 17	Page 19
<p>1 Q Okay. So if you can just briefly read that</p> <p>2 section, let me know when you are finished?</p> <p>3 A Uh-huh.</p> <p>4 (Witness complies.)</p> <p>5 I'm done.</p> <p>6 Q Based on your reading of the originally filed</p> <p>7 complaint, which we marked as Exhibit 2?</p> <p>8 A Uh-huh.</p> <p>9 Q Which you said that you reviewed and were</p> <p>10 familiar with, this language appears to be substantially</p> <p>11 similar to that complaint, correct?</p> <p>12 A I can't tell you that without comparing them.</p> <p>13 So if you give me a minute, I will compare.</p> <p>14 Q Sure.</p> <p>15 A Which page was the initial?</p> <p>16 Q I'm sorry, it's page five of the initial.</p> <p>17 A Substantially is the same except for the</p> <p>18 modification in number 28.</p> <p>19 Q And what modification was that?</p> <p>20 A Under Exhibit 2, page five, number 23, last</p> <p>21 sentence, defendants routinely required workers who were</p> <p>22 entitled to daily overtime to return to work sooner than</p> <p>23 16 hours from when they last worked, whether it to be</p> <p>24 their normal job duties or a special event, or mandatory</p> <p>25 dance lessons/workout without paying the proper overtime</p>	<p>1 Q Do you know who drafted the document?</p> <p>2 A I do not.</p> <p>3 Q Would it be someone in the human resources</p> <p>4 department?</p> <p>5 A I can't say. I haven't seen the document.</p> <p>6 Q You have never seen this document before?</p> <p>7 A I'm sorry, I can't say because I didn't draft</p> <p>8 the document. I have seen the document.</p> <p>9 Q Do you have any idea -- do you know what</p> <p>10 department drafted the document?</p> <p>11 A I would not want to speculate. It was not</p> <p>12 myself.</p> <p>13 Q So -- and I didn't mention this earlier.</p> <p>14 Obviously I don't want you to guess --</p> <p>15 A Uh-huh.</p> <p>16 Q -- but I am entitled to your best estimate.</p> <p>17 So there's a little bit of a difference between</p> <p>18 a guess and an estimate. You can probably estimate the</p> <p>19 length of the table here but you couldn't estimate the</p> <p>20 length of my table at my house because you've never been</p> <p>21 to my house.</p> <p>22 So can you give me estimate, any idea, without</p> <p>23 speculating or guessing, who would draft a letter such as</p> <p>24 this?</p> <p>25 A Based on the information, my best estimate</p>

Page 20	Page 22
<p>1 would be human resources.</p> <p>2 Q Okay. And you know typically who -- what</p> <p>3 person in human resources department would be charged with</p> <p>4 drafting documents like these?</p> <p>5 A The actual drafting of the document, no.</p> <p>6 Q When was the first time you saw this document?</p> <p>7 A My best recollection is I looked at this</p> <p>8 document before it was allowed to go out as an attachment</p> <p>9 to the checks that were -- it was attached to.</p> <p>10 Q And who sent you this document?</p> <p>11 A I don't recall.</p> <p>12 Q But you reviewed this document prior to it</p> <p>13 being sent out to employees, correct?</p> <p>14 A Yes, to the best of my recollection I did.</p> <p>15 Q And you approved this document prior to it</p> <p>16 being sent out to employees?</p> <p>17 A I reviewed the document. I wouldn't say I</p> <p>18 approved it.</p> <p>19 Q Did you have any changes to the document that</p> <p>20 was sent to you?</p> <p>21 A I don't recall.</p> <p>22 Q Do you have -- was it sent to you by email?</p> <p>23 A I don't recall.</p> <p>24 Q Do you remember when it was sent to you?</p> <p>25 A I don't recall.</p>	<p>1 recall another one?</p> <p>2 A I don't recall another one. To the best of my</p> <p>3 memory, I can't recall another one.</p> <p>4 Q So this would be the only one that you actually</p> <p>5 recall seeing and reviewing; is that right?</p> <p>6 A Yeah, to the best of my memory.</p> <p>7 Q And you said this letter was sent out with a</p> <p>8 check.</p> <p>9 A Sir, again, you're asking me to speculate. And</p> <p>10 if I remember correctly, it was -- I -- I believe this is</p> <p>11 the letter that was drafted to go with a check that was</p> <p>12 sent out explaining the check.</p> <p>13 Q And I appreciate you trying to give me --</p> <p>14 I'm -- you know, again, when we look at the Exhibit 1,</p> <p>15 right, and the matters upon which I'm requesting</p> <p>16 examination today, one of those matters is knowledge and</p> <p>17 circumstances surrounding any and all moneys GSR tendered</p> <p>18 to classes members during the class period to compensate</p> <p>19 class members for shortages of pay --</p> <p>20 A Uh-huh.</p> <p>21 Q -- resulting from any of the alleged violations</p> <p>22 of the complaint.</p> <p>23 You admitted that we have a violation for shift</p> <p>24 jamming in the complaint that you reviewed awhile back,</p> <p>25 right?</p>
Page 21	Page 23
<p>1 Q Was it sent to you in July of 2014?</p> <p>2 A My best recollection would be sometime either</p> <p>3 in the fourth quarter of 2014 or very, very early in 2015.</p> <p>4 Q So sometime the wintertime between 2014 and</p> <p>5 2015?</p> <p>6 A Correct.</p> <p>7 Q Do you remember when these letters went out?</p> <p>8 A If these are the letters I recall them to be,</p> <p>9 which were attached to the checks that went with them,</p> <p>10 they would have gone out in the period of January to</p> <p>11 March.</p> <p>12 Q Were there other -- was there another letter</p> <p>13 with other checks that you may be confusing with? Or is</p> <p>14 this the only letter with checks that you remember sending</p> <p>15 out to employees?</p> <p>16 A First of all, I didn't send it out, but this is</p> <p>17 the -- this is the only letter I recall.</p> <p>18 Q When I say you, I was implying GSR. I'll be</p> <p>19 more specific next time.</p> <p>20 A Okay.</p> <p>21 Q As far as you know, there was no other letter</p> <p>22 that GSR sent out to employees with a check besides this</p> <p>23 one?</p> <p>24 A Not that I recall.</p> <p>25 Q You don't know of any other one or you don't</p>	<p>1 A I did not admit we had a violation. I admitted</p> <p>2 that I reviewed the complaint and that I read the</p> <p>3 information on shift jamming, yes.</p> <p>4 Q Right. And so what -- the matter upon</p> <p>5 examination, this is -- the letter is directly related to</p> <p>6 that, so I'm just trying to get a sense of what your</p> <p>7 information is, your knowledge is, about this letter.</p> <p>8 A I was asked to testify as to the moneys. This</p> <p>9 is not moneys. This is a communication.</p> <p>10 Q What was attached to this communication?</p> <p>11 A My recollection is that it was checks that were</p> <p>12 cut to our employees to correct an issue we had in our</p> <p>13 Kronos system.</p> <p>14 Q Checks are moneys?</p> <p>15 A Yes.</p> <p>16 Q You know about the checks?</p> <p>17 A Yes.</p> <p>18 Q You know about the checks that were attached to</p> <p>19 this letter?</p> <p>20 A I know about the checks that were attached to</p> <p>21 this letter, that's correct.</p> <p>22 Q So let's go to what you know then.</p> <p>23 A Uh-huh.</p> <p>24 Q Okay? So when were these checks sent out?</p> <p>25 A These checks were sent out -- the checks were</p>

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<p>1 sent out sometime January through March.</p> <p>2 Q Okay. And looks like you're looking at some</p> <p>3 document here?</p> <p>4 A Yes.</p> <p>5 Q What do you have in your hand?</p> <p>6 A These are my notes for recollection of facts to</p> <p>7 testify to.</p> <p>8 Q Okay. Okay.</p> <p>9 MR. BUCK: And, Steve, I'd like to just get a</p> <p>10 copy of those when we take a break or something.</p> <p>11 MR. COHEN: I'll review it just to make sure</p> <p>12 there's no work product --</p> <p>13 MR. BUCK: Sure, sure --</p> <p>14 MR. COHEN: -- there.</p> <p>15 MR. BUCK: -- of course.</p> <p>16 No, right.</p> <p>17 BY MR. BUCK:</p> <p>18 Q Towards the -- in January 2015's when the</p> <p>19 checks went out?</p> <p>20 A That's when they started to go out.</p> <p>21 Q And how many people received checks with this</p> <p>22 particular letter?</p> <p>23 A There were 1131 checks issued.</p> <p>24 Q And how much money did that represent?</p> <p>25 A Gross before taxes, this was \$106,818.70.</p>	<p>1 A Okay.</p> <p>2 Q So your understanding is that all the moneys</p> <p>3 paid to these employees was the result of that failure of</p> <p>4 Kronos to adequately pay for overtime based on the shift</p> <p>5 jamming, right?</p> <p>6 A Correct.</p> <p>7 Q Out of these 1,131 checks that were mailed to</p> <p>8 individuals, how many of those checks were mailed to</p> <p>9 current employees and how many were mailed to former</p> <p>10 employees?</p> <p>11 A I don't have that information on hand</p> <p>12 currently.</p> <p>13 Q Would you be able to get that information?</p> <p>14 A Yes.</p> <p>15 Q How did you -- did you calculate the amount</p> <p>16 that was owed to these employees?</p> <p>17 A We utilized Kronos to calculate that amount.</p> <p>18 Q So you kind of just did a system run on it to</p> <p>19 just --</p> <p>20 A We did what's --</p> <p>21 Q -- calculate it up?</p> <p>22 A We did what's called a Kronos edit process.</p> <p>23 Q Explain to me what the Kronos edit process is.</p> <p>24 A It instructs the system to use a new policy or</p> <p>25 parameter and then take that policy and apply it to</p>
Page 25	Page 27
<p>1 Q And what was your understanding why the moneys</p> <p>2 were being paid out?</p> <p>3 A The moneys were being paid out because when our</p> <p>4 Kronos timekeeping system was initially installed in 2011</p> <p>5 the prevailing law was set up for overtime where it</p> <p>6 referenced the union contract as opposed to the Nevada</p> <p>7 OT-24 law.</p> <p>8 Q When you say OT-24 law, you're -- again, we're</p> <p>9 referring to the shift jamming issue?</p> <p>10 A We're referring to the Nevada state law that</p> <p>11 deals with only -- with working eight hours in a 24-hour</p> <p>12 period.</p> <p>13 Q Which we --</p> <p>14 A With the --</p> <p>15 Q -- discussed earlier?</p> <p>16 A You call it shift jamming. We call -- the</p> <p>17 industry calls it OT-24. It's --</p> <p>18 Q For the -- for consistency purposes and the</p> <p>19 transcript, I think we can agree that it's shift jamming,</p> <p>20 or OT-24. We'll make those synonymous. Okay?</p> <p>21 A Okay.</p> <p>22 Q So when I refer to shift jamming it means</p> <p>23 OT-24.</p> <p>24 A Okay.</p> <p>25 Q It's the same thing, just a different term.</p>	<p>1 historical information.</p> <p>2 Q Extrapolate it out into -- back to 2011 or two</p> <p>3 thousand -- yeah, 2011, when you brought in the Kronos</p> <p>4 system?</p> <p>5 A Correct.</p> <p>6 Q What did you have before 2011?</p> <p>7 A I believe it was called Timekeeper.</p> <p>8 Q Was any audit done on the time in Timekeeper</p> <p>9 whether or not there was any shift jamming going on during</p> <p>10 the time period between 2011 and 2010?</p> <p>11 A We don't have that information.</p> <p>12 Q The data is no longer available?</p> <p>13 A The data is available; however, the policies --</p> <p>14 the policies of the initial setup in the system.</p> <p>15 Q I'm sorry. I don't understand that. Can you</p> <p>16 explain that to me?</p> <p>17 A So the way Kronos is set up, where we now have</p> <p>18 OT-24 as the predominant law as opposed to the culinary</p> <p>19 contract before? That was a system parameter setup. I</p> <p>20 don't have access to the system parameter setups within</p> <p>21 Timekeeper.</p> <p>22 Q But you have access to the data in Timekeeper,</p> <p>23 correct?</p> <p>24 A We have access to the data.</p> <p>25 Q So did anybody ever do a spot check on the time</p>

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<p>1 between 2010, 2011 to see whether or not people were being 2 paid for the OT-24? 3 A Not to my knowledge. 4 Q Was Kronos -- the system in Kronos changed now 5 to reflect and to pay people for the OT-24 issue? 6 A Yes, it is. 7 Q And when did that change? 8 A July 11 of 2014. 9 Q Who implemented that change? 10 A It was Kronos, the vendor, assisted by our 11 payroll team, specifically payroll system manager. 12 Q Whose decision was -- I mean, it wasn't Kronos' 13 decision because Kronos can care less how you guys do your 14 payroll essentially. It was GSR's decision ultimately to 15 have Kronos change this, whatever you want to call it, 16 formula, correct? 17 A Correct. 18 Q So who in GSR ultimately made the decision to 19 have Kronos change to reflect the OT-24 law? 20 A That was before my time at GSR so I don't know. 21 Q Were you at GSR when the change was actually 22 made to the Kronos system -- 23 A I was -- 24 Q -- in July 11, 2014? 25 A I was not.</p>	<p>1 because prior to that time there was a different 2 timekeeping system? 3 A That is correct. 4 Q And prior to that time you don't know whether 5 OT-24 or shift jamming was followed because there's never 6 been an audit on that particular time; is that right? 7 A I don't have knowledge that there was or was 8 not an audit done. 9 Q Fair enough. Fair enough. 10 You don't have knowledge if there was an audit 11 done? 12 A I don't have knowledge to tell you what 13 happened with the previous system. I do not know if there 14 was an audit that was done, that was not done. 15 Q And you don't know whether there's any 16 violation of OT-24 or not a violation of OT-24? 17 A Correct. 18 Q Who would have been in the job that you're in 19 now, who would have known if there was an audit done 20 pre-November 4, 2011? Would it have been Terry Vavra? 21 A That's my best estimate. 22 Q Are you aware of any other documentation that 23 was sent to current and former employees besides this 24 letter and a check? 25 A I'm not aware.</p>
Page 29	Page 31
<p>1 Q Who was there? Who would have been in your 2 position during that time? 3 A The vice president of finance. 4 Q And what was his name or her name? 5 A Terry, T-e-r-r-y; Vavra, V-a-v-r-a. 6 Q And do you know where Terry is now? 7 A He's currently with the GSR. 8 Q And what's his job title now? 9 A Vice president of development. 10 Q Can you look at Exhibit 4, please. Just I want 11 to clear up that. The second paragraph -- looks like the 12 first paragraph states that there was audit on the payroll 13 system, and it shows that people were not paid according 14 to the OT-24/shift jamming law, correct? 15 A Uh-huh. 16 Q Is that correct? 17 A Correct. 18 Q Is that an accurate representation of that 19 first paragraph? 20 A Correct. 21 Q The second paragraph talks about the time 22 period for what -- during which that calculation was 23 improper. 24 And, again, just to be clear, the reason why 25 you didn't go earlier prior to November 4, 2011, is</p>	<p>1 Q There wasn't any release information or waiver 2 of any kind of rights that you're aware of that was 3 contained in there? 4 A I'm not aware, no. 5 MR. BUCK: Take a brief break. Just want to 6 get a bit of water. 7 (Discussion off the record.) 8 MR. COHEN: Back on the record. 9 During the course of the last break, I told 10 counsel that we had brought with us a check that was 11 mailed to Bailey Cryderman at her last known address. 12 This check was one of the many that were sent out, the 13 approximately 1,000 checks, so. 14 THE WITNESS: 1,131. 15 MR. COHEN: Right. So rather than open this, 16 because the check is in it, I'm going to go ahead and 17 tender the original documentation to counsel for 18 Mr. Cryderman. 19 So with that -- we're not going to mark it 20 because then it would become part of the original records 21 and exhibit. I don't think there's any reason to do it. 22 So we'll stipulate that I am in fact tendering the check. 23 MR. THIERMAN: It's Ms. Cryderman. 24 MR. COHEN: What did I say? 25 MR. THIERMAN: Mister.</p>

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<p>1 MR. COHEN: Oh, did I say mister? So sorry.</p> <p>2 MR. THIERMAN: It's all right. It's ambiguous.</p> <p>3 MR. COHEN: Yeah. Well, I knew it was a woman.</p> <p>4 Anyway, Ms. Cryderman. Bailey Cryderman.</p> <p>5 Thank you, counsel.</p> <p>6 MR. THIERMAN: That's okay.</p> <p>7 MR. BUCK: Let's mark this as Exhibit 5.</p> <p>8 (Exhibit 5 marked.)</p> <p>9 BY MR. BUCK:</p> <p>10 Q The court reporter has handed you Exhibit 5. I</p> <p>11 want you to just take a look and see if you recognize the</p> <p>12 document, seen it before. Let me know when you're</p> <p>13 finished reviewing it.</p> <p>14 A (Witness complies.)</p> <p>15 All right. I've looked at it.</p> <p>16 Q Do you recognize this document?</p> <p>17 A I do. I've looked at many spreadsheets.</p> <p>18 Q In your life?</p> <p>19 A In my life, and -- but I believe I've seen this</p> <p>20 one before.</p> <p>21 Q This was a print-off of a disc that was</p> <p>22 provided by your counsel upon a request for information on</p> <p>23 the checks that were mailed to the former and current</p> <p>24 employees that we were just talking about. Okay? This</p> <p>25 list was given to us. It has, I believe, somewhere around</p>	<p>1 even though there were funds remitted, all those funds</p> <p>2 were absorbed by taxes.</p> <p>3 Q You said you don't know how many former</p> <p>4 employees were involved in the -- in all of the 1,131</p> <p>5 checks, correct?</p> <p>6 A I don't have the differentiation between former</p> <p>7 and current employees in my records.</p> <p>8 Q Did you pay former employees any moneys above</p> <p>9 and beyond the actual amount of overtime pursuant to this</p> <p>10 failure to pay for shift jamming?</p> <p>11 A No, we did not.</p> <p>12 Q Are you aware that there is a law in Nevada</p> <p>13 statute that requires all employees to receive all of</p> <p>14 their pay due and owing at the time of their separation</p> <p>15 from employment?</p> <p>16 A I'm aware of that, yes.</p> <p>17 Q And why did you -- why did the GSR not remit</p> <p>18 waiting time penalties to former employees because of this</p> <p>19 violation?</p> <p>20 A I personally was unaware of the penalty at the</p> <p>21 time. What we were trying to do was to make our employees</p> <p>22 whole because of the system issue.</p> <p>23 Q Did you pay employees interest for the money --</p> <p>24 for the failure to pay pursuant to the OT-24 law?</p> <p>25 A We did not.</p>
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<p>1 of total of 130 some odd employees. Okay.</p> <p>2 You mentioned that there were more than a</p> <p>3 thousand checks that went out. Do you remember that?</p> <p>4 A Yes.</p> <p>5 Q Is there a reason why this list does not have</p> <p>6 the remaining 800 or so employees that -- do you know, is</p> <p>7 there a reason why?</p> <p>8 A I do not know.</p> <p>9 Q Okay. Who all received checks? Everybody who</p> <p>10 worked at the GSR and who were not paid pursuant to the</p> <p>11 OT-24 policy?</p> <p>12 A The individuals that received checks were those</p> <p>13 that worked in a position that was covered by the culinary</p> <p>14 contract at the time they worked and were paid</p> <p>15 inappropriately or miscalculated pay in relation to the</p> <p>16 OT-24 rule.</p> <p>17 So there were many, many employees in those</p> <p>18 positions. Only 1130 -- 1162 employees were effected.</p> <p>19 1131 checks were issued. So they were affected in a net</p> <p>20 pay from a net pay standpoint.</p> <p>21 Q Okay. Sounds like the numbers you gave me</p> <p>22 there was 1162 that were affected but there were only 1132</p> <p>23 checks that went out. Why that difference again?</p> <p>24 A Because when we calculated the gross pay to net</p> <p>25 pay, the net pay on those individuals was a net zero. So</p>	<p>1 Q All the money that was paid was the money --</p> <p>2 was the difference in what overtime they should have</p> <p>3 gotten pursuant to the OT-24 and did not include interest.</p> <p>4 A Correct.</p> <p>5 MR. BUCK: Let's go off the record for a</p> <p>6 minute.</p> <p>7 (Discussion off the record.)</p> <p>8 (Exhibit 6 marked.)</p> <p>9 BY MR. BUCK:</p> <p>10 Q I'm sure you're familiar with this document.</p> <p>11 A I am. I am familiar with this document.</p> <p>12 MR. COHEN: And let the record reflect that</p> <p>13 this is the document that the deponent had referred to in</p> <p>14 response to certain questions as propounded by counsel.</p> <p>15 Since there's nothing privileged, we, of course, have</p> <p>16 voluntarily allowed this to be an exhibit in the</p> <p>17 deposition.</p> <p>18 MR. BUCK: Okay.</p> <p>19 BY MR. BUCK:</p> <p>20 Q So here in your notes it states that the</p> <p>21 problem was discovered by a team member. That was number</p> <p>22 two?</p> <p>23 A Yes.</p> <p>24 Q Do you know what team member discovered the</p> <p>25 problem?</p>

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<p>1 A I do not.</p> <p>2 Q And here you have a Kevin Willer, HRIS manager,</p> <p>3 informed payroll in June 2014.</p> <p>4 Were you employed there at that time?</p> <p>5 A I was not.</p> <p>6 Q So how do you have information that he informed</p> <p>7 the payroll?</p> <p>8 A I had a discussion with the payroll manager.</p> <p>9 Q And the payroll manager is?</p> <p>10 A Jennifer Humason.</p> <p>11 Q And what did Ms. Mason tell you?</p> <p>12 A Ms. Mason informed -- I inquired with</p> <p>13 Ms. Humason as to how payroll was alerted to it. And she</p> <p>14 told me that Mr. Willer had alerted her to it after an</p> <p>15 employee had brought it to Mr. Willer's attention.</p> <p>16 Q And did Ms. Mason then tell you what happened</p> <p>17 after that? Did she escalate and talk to, you know, the</p> <p>18 head of the CEO of GSR? Or what was the process there</p> <p>19 that you -- as you understand it?</p> <p>20 A We did not go into that deep of a discussion.</p> <p>21 This was a very quick fact-finding question I had for her.</p> <p>22 Q Is it your understanding that Ms. Mason does</p> <p>23 know of how things were handled because she was there</p> <p>24 during that time and would be able to testify as to --</p> <p>25 A It's -- her name's Humason.</p>	<p>1 the problem by the GSR?</p> <p>2 A I don't have knowledge to that.</p> <p>3 Q I'm still unsure. Number eight you talked</p> <p>4 about how -- why some people got less than a dollar as</p> <p>5 total unpaid overtime. I'm not following why -- what the</p> <p>6 explanation is there.</p> <p>7 A If an individual worked less than an hour, our</p> <p>8 timekeeping system breaks it down into ten-minute</p> <p>9 increments. A person could have, or in certain cases was,</p> <p>10 only underpaid for that ten-minute period that ran into</p> <p>11 the OT-24 issue. They would have been paid regular time</p> <p>12 but not the overtime differential.</p> <p>13 So it would be half their time at -- for</p> <p>14 one-sixth of an hour. If they're an eight dollar -- let's</p> <p>15 say they're a ten-dollar-an-hour employee, half their time</p> <p>16 is a five dollar differential, we can agree on that.</p> <p>17 Q Uh-huh.</p> <p>18 A One-sixth of that five dollars is less than a</p> <p>19 dollar.</p> <p>20 Q Uh-huh.</p> <p>21 A And then you take taxes out of that to decrease</p> <p>22 it even more. So there are -- there are employees on the</p> <p>23 payment schedule, many, that had less than an hour of</p> <p>24 overtime that was impacted by this.</p> <p>25 Q So it would be cents, is what you're talking</p>
Page 37	Page 39
<p>1 Q I'm sorry, how --</p> <p>2 A H-u-m-a-s-s-o-n.</p> <p>3 Q Hu --</p> <p>4 A It was originally -- please repeat the</p> <p>5 question.</p> <p>6 Q Is it your understanding that Ms. Humason would</p> <p>7 be able to explain the process of discovering the</p> <p>8 violation and then going about remedying the violation?</p> <p>9 A That would be a question for Ms. Humason. I --</p> <p>10 Q She was there --</p> <p>11 A -- don't recall.</p> <p>12 Q -- during -- she was there during the entire</p> <p>13 time?</p> <p>14 A I don't -- I do not know.</p> <p>15 Q Is she still there now?</p> <p>16 A Yes, she is.</p> <p>17 Q And does she still have the same job title?</p> <p>18 A Yes, she does.</p> <p>19 Q It says here on note number five that the</p> <p>20 Kronos was -- it was fixed by Christina Legare, if I'm</p> <p>21 pronouncing that correctly?</p> <p>22 A Correct. It's -- it's -- number five states</p> <p>23 Kronos fixed the problem with the assistance of</p> <p>24 Ms. Legare.</p> <p>25 Q Uh-huh. Uh-huh. But Kronos was notified of</p>	<p>1 about? They would actually be entitled to pennies?</p> <p>2 A Yes.</p> <p>3 Q And were they given pennies or -- I mean, what</p> <p>4 happened there?</p> <p>5 A Anyone that had a positive net result of our</p> <p>6 historical edit was cut a check.</p> <p>7 Q Even if it was for one penny?</p> <p>8 A Yes. There was no threshold.</p> <p>9 Q On number nine you list departments where</p> <p>10 people were affected by this. And then it goes into the</p> <p>11 second page and you listed out all of the departments.</p> <p>12 Was there a system-wide audit done for all GSR</p> <p>13 employees on the shift jamming, OT-24 issue?</p> <p>14 A There was not an audit performed because this</p> <p>15 issue was specifically -- specifically affected the</p> <p>16 culinary members. Because within the Kronos setup for</p> <p>17 those departments, those are the only departments that</p> <p>18 were covered by the culinary agreements. So those are the</p> <p>19 only departments where the culinary agreement was set up</p> <p>20 to take priority over the Nevada OT-24 law.</p> <p>21 Other departments either had other union</p> <p>22 contracts that were -- did not address the OT-24 issue or</p> <p>23 did -- were not covered by a union contract, therefore,</p> <p>24 the Nevada OT-24 law took priority.</p> <p>25 Q But, again, was there an audit done on those</p>

EXHIBIT 3

GSR Admission Letter

EXHIBIT 3

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 --oOo--

4
5
6 TIFFANY SARGANT, BAILEY :
7 CRYDERMAN, et. al.,)

8 Plaintiffs,)

No. 3:13 CV 453 LRH WGC

9 -vs-)

10 HG STAFFING, LLC, MEI-GSR)
11 HOLDINGS LLC d/b/a GRAND :
SIERRA REPORT, et al.,)

12 Defendants.)

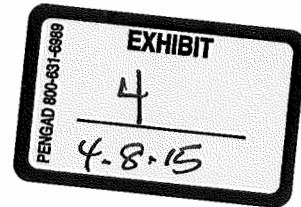
13
14
15 DEPOSITION OF
16 CRAIG ROBINSON

17 April 8, 2015

18 Reno, Nevada
19
20
21
22
2324 Reported by: Karen Bryson
25 Certified Court Reporter #120



2500 East Second Street
Reno, NV 89595
775.789.2000 | 800.648.5080
grandsierraresort.com



Dear _____,

An audit of our payroll system revealed that overtime was not being paid accurately for certain team members. Nevada law states that if an individual works over 8 hours in a 24 hour period, and does not earn at least 1-1/2 times the minimum wage, overtime must be paid. For example, if an individual worked 8 AM – 4 PM on Monday, and came in at 5 AM on Tuesday – the hours between 5 AM and 8 AM on Tuesday would be considered overtime if the person's base rate is less than 1.5 times minimum wage.

The period of time that the calculation was performed inaccurately was November 4, 2011 to July 11, 2014. Enclosed please find a check which pays you for the overtime you are owed.

If you have any questions, please contact the Human Resources Department.

EXHIBIT 4

Table of Payments Made

EXHIBIT 4

FULLNAME	EMP ID	NetAmount	Status
ABAD-GUZMAN, PEDRO	3071148	\$0.91	Active
AGUILAR, ROBERTO	3052303	\$397.19	Active
AGUILERA, ESPERANZA G	3067222	\$50.61	Active
AGUIRRE HERRERA, GUADALUPE	3097182	\$66.00	Active
AGUSTIN, EMMA J.	3085658	\$20.68	Active
ALCANTAR, MARIA C	3066607	\$4.29	Active
ALLEC, ANTHONY	3096588	\$74.25	Active
ALLISON, ROBERT	3093604	\$4.13	Active
ALMODOVAR, VINCENT E	3097101	\$4.13	Active
ALVAREZ, ANTHONY P	1086573	\$93.08	Active
ALVAREZ, ROSA	3096504	\$234.09	Active
ALVAREZ, SALOMON	3097235	\$4.13	Active
ALVAREZ, TERESA	3090318	\$41.25	Active
AMADOR, GILBERTO	3074211	\$345.53	Active
AMADOR, TATIANA	3096632	\$3.09	Active
ANAYA, MARISSA G	1096476	\$37.13	Active
ANDERSON, ADRIANA	3044373	\$1.32	Active
ANDERSON, JUSTIN W	3096995	\$9.63	Active
ANDERSON, KRISTA M	3097527	\$4.50	Active
ANDERSON, STACEY L	3096738	\$15.95	Active
ANDREW, PATRICIA	3084284	\$3.63	Active
ANDREWS, KIM Y	3088496	\$3.09	Active
ANDRZEJEWSKA, DOBROMILA M	3097891	\$10.31	Active
ANGUIANO-VERA, MARTIN	3082032	\$141.58	Active
ANTHONY, MARISA L	3094384	\$86.65	Active
ARCE-SALGADO, EDWIN M	3097844	\$24.75	Active
ARCHULETA, ERIC T	3092604	\$45.00	Active
ARROYO, ROBERTO	3090348	\$132.00	Active
ASHRAF, SOHAIL	1096802	\$5.94	Active
ATWATER, HANNAH M	3097485	\$24.00	Active
AUMACK-NELSON, CHARLENE G	3096896	\$11.53	Active
AVELLANEDA, ANDRES E	3095901	\$433.46	Active
AVENA-RUIZ, MARIA S	3092659	\$45.35	Active
AVILA VALDES, RICARDO	3093062	\$37.50	Active
BAC, SANDRA I	3097069	\$4.13	Active
BACA, VANESSA	3094383	\$188.14	Active
BACA-ESPINOSA, JOSE A	3092070	\$27.11	Active
BACCANGEN, LILIAN G	3097725	\$2.06	Active
BACHA, ANDREW J	3097149	\$352.35	Active
BADER, ASHLEY N	3097209	\$17.50	Active
BAINS, MANJEET K	3071197	\$16.18	Active
BAKER, BRAD	3093577	\$287.19	Active
BALANT, ELIZA	3095716	\$1.03	Active
BALDACCI, MARK A	3071309	\$4.67	Active
BANAAG, ROMMEL RAINIER L	3096719	\$45.58	Active
BANKOFIER, TYLER J	3096497	\$206.59	Active

BANSUELO, GEORGE	3078727	\$15.75	Active
BARAJAS, JOSE A	3080534	\$16.55	Active
BARAJAS-ESPANA, MIGUEL	3071472	\$265.68	Active
BARBER, JOHN F	3040533	\$10.05	Active
BARRIOS, JENNIE M	3096679	\$4.13	Active
BARTEK, TRAVIS A	3090248	\$46.41	Active
BARTTER, BARBARA A	3097150	\$637.35	Active
BASALLO, WENDY T	3086741	\$82.12	Active
BASS, RAYMOND B	3082384	\$661.34	Active
BATES, LISA	3096651	\$12.38	Active
BATY, LINDSEY P	3097545	\$34.03	Active
BEASPAL, KARUN	3095534	\$30.94	Active
BECERRA, JOSE	3073888	\$19.80	Active
BECERRA, JOSE D	3094186	\$172.22	Active
BECK, JULIE	3095251	\$30.94	Active
BEGUM, MOMTAZ	3090005	\$168.51	Active
BEGUM, ROKEYA	3087286	\$16.55	Active
BELGUM, ZHANNA S	3097307	\$20.63	Active
BENDER, ALVIN A	3097470	\$29.66	Active
BENSON, CATHY J	3091587	\$8.30	Active
BENSON, SCOTT A	3095156	\$625.59	Active
BERNAL, OLIVIA N	3097409	\$2.41	Active
BERNARD, REBECCA	3093657	\$17.53	Active
BIANK, MANDI A	3097575	\$45.38	Active
BITETTO, JAMIE R	3097093	\$4.13	Active
BIZZELL, RAVEN L	3097977	\$8.25	Active
BLACKBURN, REBA A	3096410	\$30.00	Active
BOBROWSKI, KENNETH E	3082722	\$97.63	Active
BOC, JEAN N	3062098	\$36.05	Active
BOESEN, MISTY ROSE	3088313	\$2,170.57	Active
BONILLA, EDITH R	3077580	\$67.80	Active
BONILLA-DIAZ, BERNARDO S	3096482	\$47.50	Active
BORRERO, MARY	3090593	\$14.49	Active
BOWDEN, KATHY G	3080083	\$56.72	Active
BOWMAN, JOHN R	3052899	\$10.45	Active
BRADLEY, MONICA	3095296	\$90.70	Active
BREIG, MICHELLE L	3091575	\$362.02	Active
BRIEN-KAZEMI, DANNIELLE	3094549	\$9.99	Active
BRITT, SAMUEL	3096667	\$5.21	Active
BRIZUELA, JUAN J	3080597	\$12.55	Active
BROCK, ASHLEY	1096688	\$187.00	Active
BROCK, WALTER L	3097170	\$2.72	Active
BROWN JR., KEVIN D	3094989	\$33.08	Active
BROWN, LYDIA J	3095438	\$16.41	Active
BROWN, STEPHEN G	3093488	\$46.47	Active
BUAL, FLORENCE R	3096466	\$9.13	Active
BUCCAMBUSO, BRENT R	3086466	\$298.58	Active

BUCHAN, DOMINIC I	3096910	\$12.38	Active
BUNEVICIENE, EDITA	3088892	\$27.84	Active
BUSCH, MISTY R	3085111	\$0.61	Active
BUSSARD, JESSICA P	3097515	\$20.63	Active
BUSTARDE, LEONARDO M	3087808	\$37.36	Active
BUTTON, MYLES P	3096944	\$38.16	Active
BYRD, JUNY B	3094962	\$3.12	Active
BZDURSKI, SLAWOMIR	3094957	\$2.06	Active
CALAMATEOS, BRIAN X	3096570	\$14.44	Active
CALDERON, EVER R	3095797	\$71.16	Active
CALUBAQUIB, MINERVA	3096592	\$11.34	Active
CAMACHO, CHARLES L	3097780	\$12.38	Active
CAMPBELL, JUNE A	3046165	\$3.92	Active
CAMPBELL, LISA	3093200	\$15.56	Active
CAMPBELL, PATRICK L	3090751	\$9.28	Active
CAO, HIEN	3095101	\$2.06	Active
CAO, PHUNG P	3055937	\$63.25	Active
CAO, TOAN P	3054468	\$13.11	Active
CAO, XUEMEI	3092685	\$8.17	Active
CAO-TRUONG, DINH K	3055938	\$13.11	Active
CAO-VUONG, CHAU L	3061014	\$6.53	Active
CAPACASA, ERIN T	3097513	\$16.50	Active
CAPUTO, FLAVIA C	3096916	\$18.56	Active
CARALOS, JASMEN LOU G	3097401	\$5.00	Active
CARBALLO, MARIA G	3072845	\$4.90	Active
CARELLA, ANDRES G	3097478	\$5.16	Active
CARLSON, SARA M	3096290	\$335.63	Active
CARRILLO, MARIA	3088228	\$23.72	Active
CARSEY, ALAN J	3097680	\$14.44	Active
CARSNER, DARRICK	3096685	\$3.16	Active
CASEDY, KELLY	3097049	\$5.16	Active
CASTELLANOS, MARIA I	3072724	\$16.98	Active
CASTELLANOS, NENEFE P	3088773	\$10.31	Active
CASTILLO, CHERRY ANN O	3082106	\$46.27	Active
CASTILLO, LUCIA	3092857	\$4.52	Active
CASTILLO, ROGELIA R	3079984	\$11.34	Active
CASTILLO, ROSE M	3089409	\$191.81	Active
CASTILLO, SANTOS R	3094010	\$16.55	Active
CASTILLO, YOLANDA P	3089863	\$9.28	Active
CASTRO DE RIVERA, ACELA M	3084935	\$24.80	Active
CASTRO-ALVAREZ, DIOMIRA	3075332	\$164.13	Active
CASTRO-MIRELES, GREGORIO	3095322	\$295.76	Active
CAULK, AMELIA M	3096386	\$9.28	Active
CAY, NGHIEP H	3074206	\$7.24	Active
CAY, PHIL H	3060305	\$26.10	Active
CERDA, LUZ M	3074425	\$13.66	Active
CERRILLO, MIGUEL	3092144	\$18.61	Active

CERVANTES-DAMAS, JERONIMO	3073150	\$14.98	Active
CHACON, ARTURO	3097806	\$9.63	Active
CHANDLER, STEVEN R	3089867	\$7.05	Active
CHAPMAN, ERIC F	3097691	\$16.50	Active
CHAVARRIA, FRANCISCO A	3085568	\$2.20	Active
CHAVEZ, BENITA R	3095513	\$102.14	Active
CHAVEZ, JUAN F	3084046	\$80.63	Active
CHEN, HAN J	3084216	\$2.75	Active
CHEN, HONG DONG	3079067	\$10.00	Active
CHEN, WU M	3088859	\$12.43	Active
CHONG, MUI S	3083878	\$6.26	Active
CHUNG, HOA L	3080551	\$6.53	Active
CHUNG, MINH K	3080491	\$384.51	Active
CHUNG, YEN	3080270	\$8.25	Active
CIARAMELLA, ANTHONY J	3096401	\$5.16	Active
CIBULA, MARILOU F	3093839	\$4.17	Active
COLEMAN, JAMES A	3096968	\$7.22	Active
COLEMAN, ULYSSES	3080142	\$2.72	Active
COLETTI, EDNA C	3074226	\$35.95	Active
COLTER, BILL F	3089280	\$872.23	Active
CONCEPCION, GENARO C	3094981	\$660.86	Active
CONNELLY, DAVID W	3087422	\$245.06	Active
CONTRERAS, BERNADETTE	3093168	\$8.34	Active
CONWAY, DEBRA J	1071167	\$1,245.32	Active
COOK, DONNA J	3088687	\$199.58	Active
COOPER, BILLY T	3086947	\$350.58	Active
COOPER-BYRD, DOMINIC A	1096775	\$62.02	Active
COPADO-LOPEZ, YOLANDA	3092678	\$204.79	Active
CORDOVA, FELIPE J	3083174	\$12.38	Active
CORONADO, KETZIA	3094871	\$67.33	Active
CORRAL, MARIA T	3071439	\$15.73	Active
CORREA, OFELIA P	3087442	\$2.06	Active
CRAWFORD, KRYSTAL	3096617	\$312.56	Active
CRAWFORD, KRYSTAL	3093144	\$1.22	Active
CRENSHAW, KENNETH	3093610	\$406.41	Active
CROUCH, CHARITY L	3081894	\$635.58	Active
CROXTON, SHASTINA L	3096489	\$50.38	Active
CRUZ, YOLANDA D	3097077	\$199.50	Active
CUADRA, MARIA E	3094449	\$13.49	Active
CUENCA, NANETTE N	1072548	\$594.25	Active
CUNNINGHAM, JUDY K	3062277	\$3.92	Active
CURRY, NATHAN	3089795	\$4.63	Active
CYESTER, JODI M	3097360	\$15.47	Active
DACANAY, ARACELI MATILDE T	3095839	\$59.91	Active
DACE, EZECHIEL L	3084337	\$14.44	Active
DANG, THUAN Q	3070724	\$3.65	Active
DANN, RUBINA A	3096269	\$8.25	Active

DANSEREAU, JOSENILDA B	3096971	\$3.09	Active
DANTZLER, LILLIAN V	3092386	\$1.67	Active
DARDIC, TOMISLAV	3052224	\$0.98	Active
DARWIN, SUN I	3063500	\$7.84	Active
DAVILA, MANUEL	3091340	\$422.81	Active
DAVIS, JAMES A	3096940	\$3.84	Active
DE GUIA, NILBRYAN R	3096374	\$75.28	Active
DE LA ROSA, AURORA	3073470	\$107.36	Active
DE VERA, BILLY M	3087898	\$8.30	Active
DEARDON, LAURIE A	3092734	\$98.78	Active
DEARMORE, LASAUNDRA D	3097544	\$23.72	Active
DEHAVEN, ANDREW L	3092447	\$245.75	Active
DEJESUS, LUZ M	3069250	\$15.73	Active
DEL ROSARIO, ROSALINA S	3076049	\$24.55	Active
DELATORRE, LETICIA	3075314	\$4.92	Active
DELGADO, MARIA E	3054020	\$900.75	Active
DELLORO, LEONARD M	3097052	\$1.38	Active
DEMIRTAS, HULYA	3072551	\$17.39	Active
DENNEY, WAYNE E	3078517	\$129.94	Active
DESANTI, DUSTIN B	1097615	\$10.50	Active
DESOTO, JESSICA M	3097078	\$5.25	Active
DESTIL, GOSS	3095649	\$62.56	Active
DIAZ, ALTAGRACIA M	3054977	\$5.23	Active
DIAZ, JESUS N	1081122	\$140.51	Active
DIAZ, ROSALBA E	3080182	\$7.31	Active
DIAZ-GUERRERO, ANSELMO	3070713	\$153.21	Active
DIBBLE, AARON M	3096909	\$48.13	Active
DIEU, VU	3081882	\$0.92	Active
DILL, NATHAN A	3097482	\$1.28	Active
DOMINGO, MARICEL M	3091428	\$308.90	Active
DONRE, MEMOLINA	3095496	\$753.20	Active
DOUGAN, BERNICE L	3091057	\$22.55	Active
DOUGLAS, EPIFANIA G	3077760	\$24.22	Active
DOUGLAS, PAULINE N	3097103	\$9.28	Active
DRAKE, EARL V	3092647	\$348.14	Active
DRUM, APRIL M	3096858	\$6.19	Active
DUBOISE, KYLE W	3097418	\$114.67	Active
DUCKER, MARIA B	1072804	\$827.48	Active
DUMAGUING, FERNANDINA F	1096366	\$8.25	Active
DUONG, LUC	3082137	\$18.61	Active
DURKIN, JEROME F	3088618	\$22.69	Active
ECHEVARRIA, PURIFICACION	3041120	\$262.08	Active
ECHEVERRIA, RAUL	3094282	\$13.50	Active
ECKVAHL, JAMES C	3094612	\$47.44	Active
EDGELL, STEVEN R	3062582	\$11.88	Active
EISERT, ASHLEY M	3096959	\$19.59	Active
ELAABOUSS, JAMAL	3096483	\$92.50	Active

ELLIS, DANIEL K	3097085	\$6.19	Active
ELLIS, HERTON U	3061748	\$6.58	Active
ELLISON, DIANA	3093067	\$20.70	Active
EMERT, YULIYA J	3088536	\$50.53	Active
EMERY-KUMMER, ELIZABETH F	3095524	\$23.85	Active
ENRIQUEZ, ANA K	3096463	\$457.88	Active
EPPLE, NEIKA	3096595	\$459.22	Active
ERICKSON, CONNIE	3091530	\$86.63	Active
ESCOBEDO, IRENE E	3095721	\$4.13	Active
ESLER, JESSICA E	3097375	\$363.38	Active
ESPANA, SANTIAGO N	3076616	\$140.04	Active
ESQUIVEL, MEGAN	3096952	\$78.38	Active
EVERHART, DAVID G	3096926	\$2.06	Active
FALLORINA, KEVIN	3094858	\$1,173.69	Active
FARCAS, GABRIEL-MIHAI	3097894	\$1.03	Active
FAUTH, MICKIE A	3095687	\$18.75	Active
FEDOSEYEVA, VIKTORIYA	3096174	\$4.66	Active
FELIPE, YASMINE L	3095025	\$1.25	Active
FENG, ZHEYU	3097949	\$1.03	Active
FERGUSON, GARRET P	3097260	\$33.00	Active
FERNANDEZ, CAMELLE K	1096987	\$248.88	Active
FERNANDEZ, ISMAEL T	3083117	\$844.80	Active
FEUERHERM, HOLLY M	3097510	\$59.81	Active
FIODOROVA, TATJANA	3095249	\$1.03	Active
FISHER, RYAN J	3096534	\$3.09	Active
FISHER, VICKI A	3095927	\$4.17	Active
FLORES, CARINA C	3097607	\$56.38	Active
FOLTZ, REDA	3094798	\$9.28	Active
FONG, SIU L	3085543	\$10.31	Active
FONG, SUT L	3061773	\$10.00	Active
FORD, BRANDON L	3096471	\$6.19	Active
FOX, CHARLES E	3096880	\$466.54	Active
FRANCKI, ASHLEY L	3097314	\$29.91	Active
FRANCO HERRERA, MARIA D	3097305	\$7.22	Active
FRAUSTO-ROBLES, MARIBEL	3097875	\$7.22	Active
FREEDMAN, STEVEN M	3083077	\$24.75	Active
FRIAS, JOSEPHINE A	1073810	\$503.87	Active
GALDAMEZ-GARCIA, TERESA	3072570	\$6.53	Active
GALINDO, LUZVIMINDA P	3075521	\$24.30	Active
GALLARDO, BEN R	3093468	\$22.74	Active
GARBER, TODD E	3094320	\$67.03	Active
GARCIA, DAVID M	3092918	\$606.41	Active
GARCIA, LUISA V	3096919	\$2.06	Active
GARCIA, MARIXA E	3080411	\$10.93	Active
GARCIA, MARTHA V	3071832	\$13.11	Active
GARCIA-DE PADRON, MARIA	3092991	\$304.33	Active
GARCIA-GARNICA, YOLANDA	3078340	\$321.20	Active

GARCIA-LEON, MARIA L	3092583	\$13.47	Active
GARDNER, WILLIAM H	3082322	\$821.89	Active
GARIN, DENZEL J	3097660	\$1.03	Active
GAUDIO, STEVEN J	3091050	\$7.22	Active
GAZCON, MARTINA P	3093327	\$20.68	Active
GHERA, ANTHONY C	3097618	\$75.28	Active
GIENG, MARY RUTH M	3097560	\$30.94	Active
GILILLAND, AMANDA K	3097100	\$98.50	Active
GILL-PASZEK, DEBORAH S	3092335	\$12.38	Active
GLASSCO, MARLENE	3067185	\$1.21	Active
GLOVER, FLOYD B	3092591	\$16.55	Active
GOBLE, CORY A	3097446	\$90.75	Active
GOLDEN, RACHEL M	3092162	\$158.08	Active
GOMEZ, EVELYN	3096307	\$12.50	Active
GOMEZ, MARIA D	3086086	\$16.59	Active
GOMEZ-RAMIREZ, MARIA C	3095542	\$257.39	Active
GONZALEZ, ANTONIO F	3097388	\$6.19	Active
GONZALEZ, JOSE ANGEL R	3088218	\$20.63	Active
GONZALEZ, MARIA D	3093991	\$6.19	Active
GOPEN, ALYSA L	3097223	\$3.09	Active
GOSSARD, BRUCE A	3097968	\$2.75	Active
GOURLEY, KEN J	3094854	\$25.78	Active
GREENE, LAWRENCE M	3079371	\$76.31	Active
GREGERSEN, SANDRA L	3096167	\$7.25	Active
GRIFFITH, JAY E	3090470	\$132.15	Active
GRIFFITH, LESLIE L	3097464	\$1.03	Active
GRINDER, KACI E	3096623	\$10.33	Active
GROGG, CHAD A	3098036	\$9.63	Active
GROVER, STEVE R	3092932	\$454.12	Active
GRUBER, KITRINA A	3095846	\$11.25	Active
GUERRERO-NAPOLES, MARTIN	3097291	\$101.06	Active
GUEVARA, BIANKI E	3096558	\$49.13	Active
GUNN, KIP C	3091490	\$317.92	Active
GURLEY, DONALD D	3065529	\$24.54	Active
GUTIERREZ, BRIGIDA	3085832	\$60.00	Active
GUTIERREZ, ESPERANZA M	3096782	\$2.06	Active
GUTIERREZ, MARCOS	3092792	\$36.09	Active
GYLL, DEVINA M	1093564	\$61.21	Active
HAHN, JAIMIE C	3096859	\$8.69	Active
HALE, MICHAEL L	3090796	\$38.16	Active
HAMMOND, TYLER S	3096965	\$68.06	Active
HANSEN, KURT D	3097416	\$2.06	Active
HANSEN, MELISSA R	3097362	\$5.16	Active
HARMON, CATHERINE L	3059144	\$67.08	Active
HARPER, CHRISTOPHER S	3097088	\$4.47	Active
HARRIS, DAVID	3096186	\$29.91	Active
HARRISON, GINA P	1074008	\$397.68	Active

HARVEY, BRIAN E	3088607	\$76.39	Active
HEATH, TERESA A	3089496	\$37.83	Active
HEISLER, JACOB T	3096788	\$55.00	Active
HENVIT, ALMA D	3097284	\$7.22	Active
HERMAN, CODY L	3094389	\$42.36	Active
HERNANDEZ, BERNABE C	3072433	\$4.98	Active
HERNANDEZ, BONIFACIO M	3084534	\$74.30	Active
HERNANDEZ, TIMOTHY M	3090009	\$44.18	Active
HERNANDEZ-YEPEZ, ELIO	3072553	\$412.14	Active
HERRERA CORRAL, SOLEDAD	3090934	\$60.14	Active
HERRERA, CLAUDIA R	3082553	\$72.88	Active
HERRERA, CRISTABEL C	3087322	\$21.71	Active
HERRERA, VICTOR S	3084170	\$3.09	Active
HICKOK, BRANDON C	3094978	\$64.97	Active
HILL, LARRY D	3097463	\$9.41	Active
HOBBS, CHRISTEN P	3097440	\$171.88	Active
HOLMES, EBONY N	3095981	\$7.22	Active
HOLT Jr., STEVE M	3090289	\$333.93	Active
HONG, WON K	3067974	\$592.02	Active
HOPKINS, STEVEN E	3070862	\$117.65	Active
HORRIGAN, AMANDA S	3097525	\$104.16	Active
HUANG, JIU Y	3075948	\$15.99	Active
HUANG, QUAN H	3088239	\$12.43	Active
HUANG, XIU XIA	3094898	\$6.19	Active
HUERTA, JOSE	3094066	\$179.24	Active
HUGHES, MATTHEW D	3093898	\$16.50	Active
HUI, CHIU G	3069021	\$34.01	Active
HUNTER, CARMEN S	3092639	\$0.92	Active
HURTADO, SAUL C	3094199	\$665.43	Active
HUSSAIN, AMER	3080045	\$65.21	Active
HUSSION, SHARI A	3093018	\$127.79	Active
HUYNH, HUE K	3063034	\$299.09	Active
IBARRA-LOZANO, MARIELLA	3096769	\$100.03	Active
INDIONGCO, JUSTIN T	3095890	\$84.85	Active
INGRAM, TIFFANY L	3096232	\$5.13	Active
INGRISANO, KAYLA A	3097372	\$7.22	Active
INTONG, LEONIDES A	1072563	\$437.78	Active
IWASIEWICZ, KAROLINA K	3097887	\$8.25	Active
JABIR, HASSEN M	1066306	\$415.20	Active
JACKSON, MARTHA S	3097116	\$5.84	Active
JACKSON, NATHANIEL B	3097791	\$11.00	Active
JAKAITIENE, IRENA	3094214	\$100.03	Active
JANCZURA, GARY M	3089322	\$0.91	Active
JANKOWSKA, MARTA	3097889	\$26.81	Active
JARA-CARRILLO, JUAN C	3095342	\$101.82	Active
JARA-GUZMAN, PONCIANO	3092114	\$63.94	Active
JASKULA, NATALIA	3097888	\$1.25	Active

JEAKINS, OLANA L	3096773	\$235.00	Active
JENSEN, DOREEN M	3097231	\$24.94	Active
JENSEN, TREVOR L	3096631	\$52.50	Active
JEPPSON, JAENA B	3068913	\$37.28	Active
JESKE, LOREN D	3091869	\$0.91	Active
JIMENEZ DE ONOFRE, JUDITH	3097247	\$4.13	Active
JOHNSON-WEBBE, TAJMA T	3097787	\$9.63	Active
JONES, CHELBIE M	3097222	\$9.28	Active
JORDY, JENNIFER M	3097744	\$34.03	Active
JOSEPH, MICHAEL	3096672	\$24.75	Active
JOSHI, LALITA	1078005	\$1,212.07	Active
JOVEL, RENE R	3096777	\$55.00	Active
JUAREZ, EVANGELINE T	3061870	\$15.68	Active
JUAREZ, JAVIER	3094301	\$22.74	Active
JUAREZ-DE CHAVEZ, MARIA	3093023	\$108.33	Active
JUN, TEMI	3097211	\$32.50	Active
JURGENSEN II, WAYNE L	3091039	\$4.50	Active
KALUNA, JULES A	3082945	\$17.03	Active
KAPILOFF, RYAN	3094509	\$63.03	Active
KAPLOWITZ, SUSAN	3071945	\$40.92	Active
KARELS, JEFF C	1094543	\$224.96	Active
KARLBERG, CASSIE L	3097333	\$4.13	Active
KARON, SUSAN G	3094913	\$68.06	Active
KAROSICH, KA'IULANI J	3097397	\$187.75	Active
KARR, MARY O	3087489	\$2.06	Active
KELLEY, SUZY L	3093872	\$0.91	Active
KELLY, CHRISTINE E	3042407	\$11.88	Active
KETCHAM, DANA A	3095546	\$1.04	Active
KIM, HWA J	3075956	\$10.05	Active
KING, AARON R	3095219	\$20.63	Active
KING, FRANK N	3078344	\$51.63	Active
KIRBY, BRIAN C	3094084	\$58.91	Active
KIRK, CRISTINA	3086130	\$36.43	Active
KISELEVA, TATIANA V	3095655	\$9.81	Active
KOFFLER, SYBIL C	3089979	\$21.52	Active
KOLAR, STEPHANIE N	3096405	\$52.38	Active
KORACA, LUCANA	3097849	\$4.13	Active
KOVISTO, BONNIE A	3095236	\$72.33	Active
KRUGER, DYLAN W	3097387	\$19.59	Active
KUANG, CUI M	3089162	\$8.30	Active
KUANG, JIAN Q	3089366	\$8.25	Active
KUNG, EILEEN	3086179	\$15.52	Active
KWAN, SIU M	3087690	\$165.18	Active
LABARGE, JULIETTE E	3080783	\$35.06	Active
LABARR, TIMOTHY E	3094912	\$12.38	Active
LADHAR, BHAGAT R	3095720	\$165.30	Active
LADHAR, SUMAN B	3094469	\$280.73	Active

LAFINIER, KIMBERLEY S	3092651	\$0.92	Active
LAIRD, PAMELA R	3094503	\$5.00	Active
LAM, FONG I	3088046	\$20.63	Active
LANDAKER, GERALDINE	3093842	\$0.91	Active
LARA, J. YSAAC	3083414	\$1.03	Active
LARSEN, LOANN V	3097075	\$2.06	Active
LASCANO, PEPITO A	3095944	\$158.66	Active
LAWSON, JEREMY P	3097571	\$1.03	Active
LAWSON, MICHAEL D	3083384	\$1,171.70	Active
LE, QUANG Q	3056312	\$194.51	Active
LECHUGA-GOMEZ, PEDRO	3096924	\$152.63	Active
LEE, DAVID	3094218	\$4.53	Active
LEE, JOVITA B	1094602	\$629.76	Active
LEE, MIYON	3096687	\$12.38	Active
LEE, NECIA A	3096856	\$15.00	Active
LEE, YUE H	3075229	\$9.90	Active
LEGG, TERRAIN J	3094800	\$3.09	Active
LEHMAN, GARY L	3064646	\$88.81	Active
LEMUS-MARROQUIN, SULEYMA C	3096373	\$218.38	Active
LEON, RUBIE V	3095782	\$279.23	Active
LESTER, KENNY W	3092755	\$21.66	Active
LESTER, LINA P	3095798	\$59.89	Active
LEUNG, PHILIP Y	3073458	\$8.25	Active
LEVIN, KATHY	3093677	\$100.10	Active
LEWIS, KELSEY A	3096809	\$105.19	Active
LI, SHU J	3088766	\$10.36	Active
LI, XIU Q	3089179	\$12.43	Active
LI, ZHONG F	3087665	\$18.61	Active
LIAO, QIN N	3083160	\$4.53	Active
LIENAU, MARCY	3094599	\$26.81	Active
LIGUORI, ANGELINA M	3093863	\$6.26	Active
LIN, MICHAEL C	3052516	\$6.19	Active
LINDGREN, JACLYN C	3081462	\$685.40	Active
LINDMEIER, ANTHONY N	3097232	\$8.25	Active
LING, FUJUAN	3092679	\$12.11	Active
LINNE, LORY	3093678	\$23.58	Active
LOBOS, JEFFREY R	3097245	\$8.25	Active
LOGVINENKA, TOMAS	3094796	\$14.44	Active
LONG, NHITTHAI	3081856	\$8.25	Active
LONG, TU X	3059852	\$5.23	Active
LONG, YUNYU	3087993	\$21.79	Active
LONGCHUNG, THANH K	3058865	\$44.83	Active
LONGERO, MARY C	3096279	\$1.03	Active
LOPEZ DE JIMENEZ, CELIA	3087767	\$14.54	Active
LOPEZ, EDWARD A	3088260	\$81.29	Active
LOUGHRIDGE, RICHARD L	3088722	\$13.05	Active
LU, CHIEU B	3072802	\$20.95	Active

LUCERO, CHRISTOPHER J	3095956	\$12.43	Active
LUCH, BLANCA E	3097178	\$4.13	Active
LUCYK, NATHALIE C	3095863	\$195.00	Active
LUENGO, LISA C	3095119	\$9.00	Active
LUNA, ANA B	3070460	\$2.50	Active
LUNDY, CASSANDRA P	3097784	\$9.63	Active
LUNGHI, TIMOTHY J	3087465	\$19.59	Active
LUU, QUYEN T	3080517	\$1.81	Active
LUU, THANH Q	3068706	\$431.98	Active
LY, TRUNG V	3087277	\$5.51	Active
LYON, JUANITA	3094748	\$5.19	Active
MA, CHI Q	3053716	\$12.23	Active
MA, SON Q	3053715	\$232.56	Active
MACIAS, OFELIA A	3073366	\$15.05	Active
MACLEAN, MARGARITA K	3093412	\$222.82	Active
MADRID, TOMMY E	3070753	\$304.94	Active
MAESTAS, SHELLY N	3097048	\$26.81	Active
MAGALLANES, VIRNA L	3097850	\$11.00	Active
MAGANA, JOSE L	3092751	\$18.42	Active
MAILLOUX, AUTUMN R	3089342	\$56.72	Active
MAKOVSKIY, ALEXEY	3094844	\$1.03	Active
MALONE, JESSICA L	3097355	\$6.19	Active
MANGOBA, LETICIA Q	3065991	\$9.75	Active
MANN, NATALIE J	3096381	\$6.47	Active
MANSER, ALEXIS N	3096564	\$2.06	Active
MANUEL, WAYNE M	3083613	\$0.35	Active
MANUTA, MARIA P	3094085	\$8.25	Active
MANZANO, SERGIO	3087368	\$1,129.19	Active
MARHANKA, TERRY L	3092328	\$51.06	Active
MARIANO, JEFFREY O	3097190	\$34.03	Active
MARIANO, RAZCHELLE R	3088429	\$2.49	Active
MARKEN, HARRY L	3092638	\$0.92	Active
MARKEN, KARA L	3097281	\$85.59	Active
MARQUEZ, GUSTAVO	1096674	\$118.25	Active
MARQUEZ, MARIA P	3095190	\$11.39	Active
MARSH, DAVID	3090431	\$6.19	Active
MARTINEZ, ANGELICA	3044259	\$4.22	Active
MARTINEZ, DIONICIO	3090825	\$26.89	Active
MARTINEZ, GUADALUPE Y	3097555	\$9.84	Active
MARTINEZ, ISRAEL A	3097621	\$67.50	Active
MARTINEZ, LUIS A	3096069	\$9.28	Active
MARTINEZ, MARIA B	3087653	\$8.30	Active
MARTINEZ, MARIA S	3078070	\$15.68	Active
MARTINEZ, MIGUELINA A	3094092	\$85.00	Active
MARTINEZ, SANDRA V	3064860	\$10.90	Active
MARTINEZ, ZEST B	3081398	\$6.58	Active
MARTINEZ-CASTRO, JOSE R	3089019	\$18.63	Active

MARTINEZ-NUNO, JORGE	3088139	\$452.06	Active
MARTINEZ-TREJO, MARTIN	3090747	\$132.00	Active
MARTINEZ-TREJO, SANTOS	3082390	\$141.28	Active
MARTYNAITIS, RITA	3091935	\$72.19	Active
MARTYNAITIS, VYTAUTAS	3092118	\$139.22	Active
MAURICCI-ANTICH, ALEXANDRA	3096958	\$63.06	Active
MAY, DANIELLE C	3097448	\$4.13	Active
MAYFIELD, MARCELLA L	3092096	\$58.53	Active
MC CULLEY, TAYLOR A	3096396	\$52.88	Active
MCBRYDE, JULIE	3095053	\$298.81	Active
MCCLINTOCK, JOHN M	3053594	\$449.34	Active
MCCRAVEN, MICHAEL S	3097403	\$81.56	Active
MCCUE, REED C	3094311	\$1.04	Active
MCDONALD, DENNIS R	3091936	\$74.01	Active
MCDONALD, MICHAEL F	3097286	\$20.75	Active
MCFALL, JOHN L	3040001	\$479.59	Active
MCFALL, MATTHEW C	3092576	\$605.10	Active
MCGURK, BRIGIT A	3097099	\$19.59	Active
MCKEAN, ASHLEY	3096255	\$15.47	Active
MCKENZIE, MARIA N	3086857	\$396.03	Active
MCKNIGHT, CHRISTOPHER J	3097497	\$74.94	Active
MCLAREN, BRENDAN S	3092177	\$23.72	Active
MCNALL, KRINA A	3096796	\$42.25	Active
MCNERNEY, DAWN E	3088844	\$5.55	Active
MCPARTLAND, ANDREW D	3097833	\$9.63	Active
MCPHERSON, SHANE K	3098010	\$13.75	Active
MCREA, JOAQUINA R	3097354	\$28.88	Active
MEARS, EREWYN O	3091821	\$15.54	Active
MEATZIE, CHARLES A	3096457	\$1.25	Active
MEATZIE, DYLAN A	3096080	\$15.42	Active
MEDINA-MALDONADO, MARIA	3095504	\$2.50	Active
MELENDREZ, FILEMON R	3091704	\$272.03	Active
MENDENHALL, WADE A	3094270	\$46.41	Active
MENDEZ, KEISHA L	3095742	\$16.48	Active
METTER, BRETT R	3090021	\$54.66	Active
MIANO, CALLIE J	3094245	\$15.24	Active
MICHEL, CHARLES M	3096055	\$310.24	Active
MINA, LESLIE ANN R	3097644	\$4.13	Active
MIRANDA, ELIAS S	3096049	\$2.72	Active
MONTOYA, ROSALINA	3066770	\$15.05	Active
MOORE, CALI J	1096450	\$26.93	Active
MORALES II, NATHAN A	3095844	\$909.22	Active
MORAN, TIFFANY A	3095474	\$35.09	Active
MORAN-VIDES, ERIKA M	3097119	\$17.47	Active
MOREHOUSE, NICHOLAS G	3097993	\$9.28	Active
MORENO, IVETTE G	3096563	\$4.13	Active
MORENO-DURAN, JOSE A	3097477	\$44.34	Active

MORGAN, GISELLA G	3094853	\$63.94	Active
MORRISON, JENNIFER A	3095334	\$186.38	Active
MORROW, STEPHANIE N	3096517	\$5.44	Active
MORTLOCK, CONSUELO	3045542	\$110.34	Active
MORTON, ROBERT D	3082885	\$11.33	Active
MOSHER, SHIRLEY L	3093592	\$89.72	Active
MOSSER, CHRISTOPHER	3096289	\$13.41	Active
MOY, JEANIE	3070886	\$11.81	Active
MUIPU, CHERIE W	3094200	\$360.53	Active
MULLIGAN, JAMES R	3097535	\$58.78	Active
MURGA-DELGADILLO, MANUEL D	3096081	\$55.69	Active
NAGY, LARRY	3065471	\$2.94	Active
NAKAYA, SHELBY A	3096060	\$184.67	Active
NAVAR, CONSUELO G	3075585	\$234.09	Active
NAVARRO, REYNALDO A	3073983	\$33.86	Active
NAVARRO, SARAH V	3097459	\$75.28	Active
NEHRKORN, ALICIA A	3097884	\$49.50	Active
NELSON, NEIKO	3097215	\$19.25	Active
NERIDELARA, NICOLASA	3075281	\$14.23	Active
NEW, KHALID L	3097698	\$2.92	Active
NGO, MAI D	3057405	\$7.25	Active
NGU, CHAN S	3082345	\$348.36	Active
NGU, JASMINE	3074435	\$9.10	Active
NGUYEN, ANH K	3067087	\$15.05	Active
NGUYEN, HONG-DIEP T	3082486	\$398.97	Active
NGUYEN, NAM T	3083879	\$26.86	Active
NICKS, WILLIAM B	1096424	\$121.69	Active
NIEMAN, MECHELE D	3095870	\$208.38	Active
NORRIS II, MARK J	3096961	\$9.28	Active
NUNEZ, NATIVIDAD	3091906	\$96.75	Active
O'CONNOR, JANINE	3093670	\$283.59	Active
O'DONNELL, MEGAN A	3095965	\$1.03	Active
ODONOGHUE, BIANCA M	3097516	\$85.59	Active
OKEKE, DOMINIC O	3091436	\$20.93	Active
OLAES, LUCINDA S	3078454	\$4.28	Active
OLINGER, JASHUA M	3097351	\$76.13	Active
OLSON, BARRETT J	3097003	\$62.88	Active
OLSON, JARRED S	3096954	\$15.81	Active
OLSON, THOMAS	1085425	\$49.88	Active
O'NEIL, EMILY K	3096646	\$341.00	Active
ORDOVEZA, DOMITRINI M	3065777	\$8.30	Active
ORNELAS, ANA M	3070232	\$13.11	Active
OROZCO DE MARISCAL, MONICA	3095261	\$10.05	Active
ORTIZ, ROSA A	3097343	\$4.13	Active
OSGOOD, JENNY H	3074229	\$7.30	Active
OSORMAN, ARLENE	3093360	\$8.43	Active
OTT, TERESA M	3097439	\$10.31	Active

OWEN, KATHRYN J	3041782	\$10.02	Active
OWENS, SHARON	3092986	\$3.38	Active
PACIENZA, DAVID R	3077997	\$11.67	Active
PADILLA, ADRIAN F	3096503	\$66.00	Active
PADILLA, ROSA E	3071317	\$1.31	Active
PAEZ, JENNIFER L	3097154	\$31.59	Active
PAGILA, EVELYN A	3075530	\$473.87	Active
PAIVA, MALLORY	3096021	\$23.72	Active
PALACIOS, CECILIA H	3075189	\$24.75	Active
PALOMINO-DIAZ, ANA R	3087051	\$57.70	Active
PANGINDIAN, ADORACION D	3094028	\$18.56	Active
PAOLA, TERI	3094803	\$727.31	Active
PARADA-HERNANDEZ, PATRICIA G	3092911	\$15.52	Active
PARAWAN, EDWIN A	3091655	\$8.30	Active
PAREDES, ROBERT E	3080923	\$41.25	Active
PASCUCCI, LOUIS A	3092658	\$52.59	Active
PATEL, PANKAJBHAI K	3096039	\$53.70	Active
PAVAO, HELENA M	3073098	\$6.37	Active
PAYNE, NICHOLAS J	3095387	\$401.46	Active
PAYTON, ROBERT C	3075172	\$8.94	Active
PEARSON, BETTY E	1092620	\$1.06	Active
PEASLEY, MATTHEW G	3096169	\$13.41	Active
PELAEZ, MARIA R	1088424	\$318.34	Active
PERCIA, MICHELLE A	3097254	\$36.88	Active
PEREZ, RICARDO	3070844	\$219.39	Active
PEREZ, SARA	3094574	\$564.67	Active
PEREZ, VERONICA	3093423	\$4.13	Active
PETEAN, ANTHONY J	3097285	\$174.00	Active
PETERSEN, BREANNA N	3094537	\$26.01	Active
PETERSON, MELLISA G	3096869	\$26.47	Active
PHAN, CHU K	3067900	\$29.05	Active
PHILLIPS, THOMAS L	3096404	\$102.32	Active
PIEKNIK, SYLWIA J	3097752	\$9.28	Active
PIHLBLAD, BRYAN	3097346	\$30.00	Active
PILI, CHRISTIAN G	3095961	\$15.90	Active
PIMENTEL-HERNANDEZ, YAJAIRA	3096668	\$5.16	Active
PINEDA, ARTURO	3092741	\$340.25	Active
PINON, LYNNETTE V	3097467	\$7.22	Active
PINTO, DAVID B	3086058	\$204.74	Active
PLESHE, MARY C	1097433	\$122.38	Active
POESCHEL, KAREN M	3097242	\$4.13	Active
PRIAULX, LAURA J	3089251	\$47.44	Active
PUCKETT, PATRICIA K	3095213	\$30.94	Active
PULGARIN, STEVEN	3097330	\$40.38	Active
QUIROZ, ANDREW R	3097687	\$60.00	Active
QUONG, ERIKA L	3082969	\$350.88	Active
RA, KUM C	3087338	\$15.05	Active

RAFFAIL, BRIAN	3094873	\$16.55	Active
RAGSDALE, JEANNETTE	3091439	\$47.44	Active
RAGUSA, CHARLES A	3095095	\$13.50	Active
RAMIREZ, ALBERTO M	3085264	\$178.23	Active
RAMIREZ, CLAUDIA H	3092208	\$372.64	Active
RAMIREZ, GUADALUPE H	3070231	\$7.84	Active
RAMIREZ, JUANA	3082305	\$493.21	Active
RAMIREZ, LAMBERTO S	3086123	\$179.19	Active
RAMIREZ, PRESCILIANA	3097196	\$30.94	Active
RAMOS, MARISSA	3093787	\$26.86	Active
RAMOS, MARTA V	3069394	\$563.93	Active
RANADEY, ANITA K	3077441	\$23.05	Active
RANADEY, SUMINDER K	3095964	\$64.01	Active
RANDOLPH, STEVEN P	3096521	\$13.75	Active
RANGEL-AMEZQUITA, JUAN A	3097602	\$26.81	Active
RANKINS, TYRONE	1096705	\$22.67	Active
RASMUSSEN, KILEY P	3097109	\$24.00	Active
RECINOS, BERTA A	3092868	\$48.67	Active
REED, MIKAYLA	3095092	\$83.85	Active
REGALADO, WINSTON V	3088331	\$4.13	Active
REILLY, SUSAN A	3084152	\$82.16	Active
RELOJ, FRANCIS M	3075637	\$50.98	Active
REYES, JOSE B	3068515	\$529.89	Active
REYES, PELAGIA C	1093169	\$61.75	Active
REYES, RIGOBERTO	3055876	\$1,057.65	Active
REYES, ROSA I	3086982	\$18.61	Active
REYNOLDS, CRYSTAL S	3097323	\$6.97	Active
RIOS, ANA D	3076120	\$7.20	Active
RIOS, BAUDELIO R	3073786	\$91.33	Active
RIOS, ERICK	3094438	\$1.04	Active
RIPINSKAS, MINDAUGAS	3097947	\$10.00	Active
RIVERA, ERIC D	3096746	\$119.63	Active
RIVERA, JUAN	3093973	\$147.18	Active
RIVERA, JUAN F	3071966	\$1.31	Active
RIVERO, DINO F	3093470	\$95.57	Active
ROBERTS, GAY L	3097060	\$16.31	Active
ROBLES, MARTHA P	3052936	\$10.00	Active
ROBLEY, JOSEPH V	3097805	\$13.75	Active
RODRIGUEZ, JOSEFINA A	3062199	\$75.79	Active
RODRIGUEZ, JOVITA V	3070830	\$141.18	Active
RODRIGUEZ, MIRIAM C	3052192	\$167.55	Active
RODRIGUEZ, ROLAND	3094288	\$351.66	Active
ROLDAN, OLIVIA	3075329	\$189.41	Active
ROMERO, ALVARO A	3096550	\$33.75	Active
ROMERO, YESICA	3096197	\$148.50	Active
ROSAL JR, ARTURO M	3094068	\$319.43	Active
ROSARIO, ANGELA R	3086668	\$760.29	Active

ROSS, ANDREW F	1097449	\$3.94	Active
ROSS, JOHNNY	1086216	\$930.58	Active
RUCKER, KATHERINE M	3097207	\$3.09	Active
RUE, MICHAEL D	3096449	\$247.34	Active
RUIZ, MARIA	3087712	\$13.46	Active
RUIZ-MAGANA, BERTA M	3093278	\$4.13	Active
RUSSELL, TARYN K	3093897	\$5.05	Active
SAEBFAR, ALI	3085019	\$10.89	Active
SAI, CHAN L	3076299	\$97.55	Active
SALDANA, ENRIQUE	3071992	\$18.34	Active
SAMPSON, VIVIAN M	3087502	\$30.94	Active
SANCHEZ MEDINA, AUGUSTINA	3084872	\$1,946.18	Active
SANCHEZ, RICARDO	3096937	\$5.13	Active
SANDERS, MARK D	3097123	\$59.16	Active
SANDOVAL, SUSANA	3094843	\$184.59	Active
SANTACROCE, GIANA M	3097015	\$4.13	Active
SANTIAGO, VANESSA F	3096878	\$110.34	Active
SANTILLAN, MONICA L	3096518	\$296.75	Active
SARKISSIAN, KATE J	3096330	\$35.06	Active
SAUNDERS, LYNDSEY E	3097356	\$10.31	Active
SCARCELLI, JOHN J	3088739	\$56.72	Active
SCHABER, BRIAN K	3093236	\$2.72	Active
SCHAFER, LESLIE C	3041478	\$213.96	Active
SCHRAEDER, GARY A	3085741	\$92.03	Active
SCOTT, MICHAEL	3094545	\$3.11	Active
SEGOVIANO, RICHARD J	3095683	\$247.25	Active
SERVIN, BELINDA	3093195	\$9.00	Active
SERVIN, DANIEL	3096403	\$1.03	Active
SEYLER, VICKI	3094657	\$8.16	Active
SHAH, KALPESHKUMAR V	3095771	\$199.45	Active
SHAH, KIRTIDA A	3095170	\$72.19	Active
SHAH, MINAXIBEN	3093714	\$19.64	Active
SHAH, NAINESH A	3094982	\$24.75	Active
SHAH, NEHA K	3093039	\$8.35	Active
SHAH, REEYA	3094872	\$13.41	Active
SHARP, RACHAEL J	3097524	\$9.28	Active
SHAVER, KIM C	3096861	\$65.66	Active
SHEAHAN, AMANDA A	3096833	\$69.78	Active
SHELBY, CASSANDRA E	3096241	\$65.66	Active
SHELFFO, ARACELI	3093855	\$10.33	Active
SHREVES, CARMEN	3080231	\$446.78	Active
SILVERIO, ARGELIA D	3080067	\$8.30	Active
SIMMONDS, BRIAN G	3095268	\$59.52	Active
SIMON, CRAIG M	3064768	\$0.93	Active
SIMS, SHANTA C	3092440	\$50.57	Active
SINGCO, LEIZL L	1080508	\$1,219.66	Active
SINGH, RAMANDIP	3092221	\$18.68	Active

SINGLETON, SCOTT	1074313	\$36.75	Active
SKUDIENE, SVETLANA	3088502	\$91.78	Active
SLOCUM, BEAU	3095080	\$732.76	Active
SLOWINSKI, TOMASZ	3097772	\$22.69	Active
SMALLWOOD, BRITTANY L	3096247	\$463.38	Active
SMITH, BRITTANY M	3097206	\$56.25	Active
SMITH, CODY R	3097290	\$18.56	Active
SMITH, MICHAEL J	3063875	\$49.36	Active
SNYDER, SHERYL A	3094484	\$7.32	Active
SOTO-CORDON, ELSA E	3097584	\$37.13	Active
SPENCER, TONY R	3095811	\$376.87	Active
SPURLOCK, EBONI N	3096882	\$413.53	Active
ST CLAIR, DEBBIE A	3093396	\$11.25	Active
ST PIERRE, ASHLEY E	3096727	\$162.00	Active
STAALESON, BRIAN A	3085261	\$371.41	Active
STANSBURY, RUSSELL W	1096316	\$19.98	Active
STARK, ROBERT S	3061542	\$32.73	Active
STAUFFER, ROSALINDA Q	3088563	\$13.44	Active
STRONG, TARINA L	1097431	\$49.50	Active
SU, DAHN	3082337	\$12.43	Active
SULLENBERGER, LESLIE A	3069720	\$39.07	Active
SUTTON, CEASAR M	3098012	\$12.38	Active
SWANSON, KENNETH D	3087328	\$3.68	Active
SZOPA, MONIKA	3097809	\$13.41	Active
TAMAYOSE, HIDEICHI	3061831	\$209.67	Active
TAT, KIMMIE T	3097927	\$8.25	Active
TAVCAR, ELLIE	3094704	\$20.63	Active
THAI, CHARLES	3074782	\$14.66	Active
THEDERS, BRAD S	3096204	\$512.84	Active
THOMAS, DANIELLE M	3097479	\$24.47	Active
THOMAS, MARK G	3058962	\$3.92	Active
THOMPSON, DONAVON J	3097915	\$4.53	Active
THOMPSON, TAMARA M	1098014	\$5.50	Active
THONG, NHI A	3083847	\$293.74	Active
THRASHER-SCOTT, SHANNON R	3094963	\$7.22	Active
TIBADUIZA, RAUL E	3095442	\$65.11	Active
TINOCO, JENIFER B	3096166	\$43.28	Active
TOBON, ARTURO A	3093352	\$57.45	Active
TOM, ROSA D	3090168	\$57.88	Active
TORRES DE ARELLANO, ELODIA	3097111	\$5.84	Active
TORRES, ALBERTO	3096897	\$33.00	Active
TORRES, MANUEL C	3055517	\$448.43	Active
TORRES, MARCELINA	3095634	\$88.23	Active
TORRES, OLAYO S	3074155	\$69.23	Active
TORRES, PAULA	3091024	\$27.84	Active
TORRES, RODOLFO P	3093080	\$131.21	Active
TOWSLEY, PATRICK A	3090506	\$9.06	Active

TRAN, CARLY	3082934	\$4.13	Active
TRAN, DO	3061898	\$28.79	Active
TRAN, KEN T	3092889	\$12.38	Active
TRAN, NG A T	1074171	\$950.87	Active
TRAN, PHUC T	3069980	\$82.14	Active
TRAN, THANHLOAN T	3088772	\$133.58	Active
TREJO, MIGUEL A	3088977	\$2.08	Active
TRICE, JORDON S	3096291	\$48.47	Active
TRUESDELL, DAVID C	3094774	\$435.98	Active
TRUESDELL, JACKI	3085212	\$1.04	Active
TRUJILLO, ADRIAN	3096918	\$133.72	Active
TRUONG, HONG N	3080638	\$3.74	Active
TSUCHIYA, NOEL V	3096552	\$135.09	Active
TUAVAO, TAVAKE S	1095886	\$16.50	Active
TURNER, CHELSEY S	3097121	\$10.88	Active
UMPLEBY, BRENT M	3097435	\$93.50	Active
UNG, KIU A	1073456	\$299.55	Active
URBANIK, JOANNA	3097892	\$41.25	Active
URBINA, MARICELA	3073299	\$23.56	Active
URIE, MIKE	3092941	\$83.53	Active
VAARS, EWA A	3096016	\$255.29	Active
VALADEZ, MARTINA	3083375	\$8.25	Active
VALLADARES, BRYAN C	3096948	\$15.47	Active
VALLES, DANIEL M	3097944	\$20.00	Active
VAN FOSSEN, JENNIFER	3096542	\$17.53	Active
VAN, THONG H	3054447	\$12.49	Active
VANKRUYSSSEN, DANIELLE J	3095027	\$4.38	Active
VASQUEZ, ESPERANZA	3083399	\$26.81	Active
VASQUEZ, HUMBERTO	3095499	\$90.28	Active
VAY, TAC T	3088883	\$1.03	Active
VAZQUEZ, ARACELI	3089153	\$226.47	Active
VAZQUEZ, MIGUEL A	3081768	\$6.25	Active
VEGA, ALBERTO M	3049893	\$19.96	Active
VELAZQUEZ-CHAV, FELICIANO	3073254	\$4.13	Active
VELIZ-CLAVEL, DELIA O	3074978	\$6.19	Active
VERDUZCO, CHRISTINA	3094726	\$506.68	Active
VIG, URMIL K	1064257	\$710.42	Active
VILLAMAR, JENNALYN A	3093349	\$18.56	Active
VILLAS, LUNINGNING P	3070111	\$3.88	Active
VILLASENOR, JORGE	3094737	\$217.53	Active
VILLEGAS, EPIFANIO	1096932	\$5.00	Active
VISCIOTTI, ALEXANDER J	3096798	\$47.73	Active
VO, HUNG V	3082155	\$74.25	Active
VONG, MAN C	3076206	\$5.00	Active
VONG, QUAY T	3081577	\$25.45	Active
VONG, SANG C	3083845	\$18.79	Active
VOORHEES, JANELLE V	3097131	\$3.09	Active

WALKER, RAMONA L	3095717	\$2.50	Active
WALLACE, BRANDON K	3097617	\$28.88	Active
WALLACE, EMELINA M	3078418	\$834.30	Active
WALTON, LAUREN K	3097450	\$1.03	Active
WANG, MAY H	3095915	\$148.50	Active
WANG, YUE	3097924	\$8.35	Active
WANG, ZHU	3093701	\$37.29	Active
WARE, RICHARD L	3095629	\$425.75	Active
WARNOCK, ANDRE W	3096666	\$8.25	Active
WATSON, KITTY V	3068560	\$44.34	Active
WATTS, LISA A	3092883	\$97.70	Active
WEBER, MAHELEN	3097047	\$1.81	Active
WEISS, SCOTT A	3095410	\$6.21	Active
WENDLAND, DONALD A	3097241	\$28.88	Active
WEST, JOHN D	3097564	\$49.63	Active
WESTHOFF, BETTY M	3090457	\$12.99	Active
WHITT, LORIE M	3073651	\$7.86	Active
WILLIAMS, ANNETTE L	3096262	\$13.41	Active
WILLIAMS, BONNIE M	3096173	\$183.22	Active
WILLIAMS, DEANNA L	3096076	\$89.29	Active
WILLINGHAM, CHRISTOPHER J	3097301	\$10.31	Active
WILSON, ANGINIQUE	3094632	\$14.44	Active
WILSON, VERA B	3096235	\$58.78	Active
WINGERT, LEA R	3097225	\$46.41	Active
WISCHER, BRENDA L	3091607	\$1.84	Active
WOGBERG, CALEB J	3096239	\$250.70	Active
WOHNOUTKA, REBECCA	3093889	\$9.31	Active
WOJCIECHOWSKA, IWONA E	3097879	\$43.31	Active
WOLF, CHRISTOPHER	3097739	\$4.13	Active
WONG, KIU Y	3075638	\$4.53	Active
WONG, MEI R	3079898	\$21.85	Active
WOOD, BRANDEN	3095715	\$8.26	Active
WOOD, CARL	3092123	\$31.97	Active
XIAN, JINFANG	3089856	\$48.19	Active
XIAO, JIN Q	3089860	\$14.49	Active
XITUMUL, MELVIN N	3080147	\$20.79	Active
XU, YI H	3089180	\$24.95	Active
YAN, XUELAN	3097932	\$12.53	Active
YEE, CHING H	3081708	\$634.22	Active
YEE, PETER	3080964	\$1.82	Active
YOON, IL HAE	3094679	\$16.55	Active
YOUNG, ADRIENNE R	3096812	\$28.47	Active
ZAMUDIO, MIRELLE	3095946	\$67.29	Active
ZARAGOZA, RAQUEL	3094826	\$200.84	Active
ZARATE, JOSE	3080140	\$35.96	Active
ZARATE, JOSEPH W	3094688	\$141.23	Active
ZECENA, BENEDICTO A	3071640	\$27.39	Active

ZELLNER, MICHAEL P	3096838	\$14.78	Active
ZHANG, YOUFU	3083500	\$12.43	Active
ZHEN, JUAN J	3090247	\$25.00	Active
ZHONG, XUELAN	3090314	\$21.71	Active
ZHU, BOQUAN	3084526	\$24.75	Active
ZUKAUSKIENE, INGRIDA	3095332	\$78.38	Active
AGUILERA, RICKY J	3096911	\$24.75	Terminated
ALLANSON, HOLLIS M	1097554	\$2.50	Terminated
ALMODEVAR, RONALDO T	3097092	\$3.09	Terminated
ANDERSON, KAYLAH L	3097381	\$16.50	Terminated
ANDRADA, RONDA D	3097200	\$46.41	Terminated
ARENAS, GREG	3094985	\$227.29	Terminated
ARIAS, BIANCA J	3097265	\$47.09	Terminated
ASENCIO, AARON D	3096602	\$182.39	Terminated
AYALA, MIGUEL A	3097635	\$11.34	Terminated
BAKER, ANNIE	3094578	\$171.68	Terminated
BARAJAS, THALIA M	3097458	\$2.06	Terminated
BATTLES, NICHOLAS W	1097454	\$5.69	Terminated
BELLAIS, ASHLEY R	3095678	\$90.75	Terminated
BELLETICH, JOHN C	3097436	\$3.26	Terminated
BERENSON, ROBERT M	3092710	\$19.59	Terminated
BERNSTEIN, JOSEPH	3096752	\$56.03	Terminated
BLISS, BRIGITTE	3095013	\$1,382.74	Terminated
BONILLA-DIAZ, KARLA I	3089884	\$4.78	Terminated
BONNER, KYLE J	3095731	\$13.41	Terminated
BOREK, BRYAN T	3096831	\$33.34	Terminated
BOULTING, ERICA M	3096681	\$46.75	Terminated
BRADFORD, KRISTYN M	3096587	\$2.06	Terminated
BRADFORD, KRISTYN M	1096587	\$1.03	Terminated
BRIDGEFORD, JEANNETTE M	1096575	\$3.75	Terminated
BROWN, NATHAN T	3096416	\$5.83	Terminated
BUKOWSKI, PATRICK L	3051666	\$10.15	Terminated
BURROUGHS, COLLEEN E	3097282	\$28.88	Terminated
CARLSON, BUCKLEY S	3097422	\$8.06	Terminated
CARSON, MARTIN P	3095945	\$64.46	Terminated
CARTER, CHARLES W	3094914	\$22.69	Terminated
CASILLAS, MONSERRAT	3097229	\$2.06	Terminated
CASS, KELLY R	3096314	\$53.63	Terminated
CASTRO, MARIO	3091668	\$16.13	Terminated
CENTIMANO, DONNA D	3090219	\$2.06	Terminated
CHAGOLLA, SANJUANA B	3058287	\$7.84	Terminated
CHAPMAN, CAITLYNNE R	3097430	\$1.03	Terminated
CHAVEZ TRUJILLO, MARIA D	3094362	\$7.58	Terminated
CHAVEZ, ELIZABETH	3093585	\$3.09	Terminated
CLADIANOS, LESLIE	3096114	\$19.59	Terminated
CLARK, HARLAN H	3091088	\$13.41	Terminated
COOPER-BYRD, DOMINIC A	3096775	\$12.38	Terminated

CORY, KASONDRA S	3097130	\$2.72	Terminated
COTOVANU, ALEXANDRU C	3097749	\$1.03	Terminated
COVINGTON, ROBERT A	3097128	\$2.72	Terminated
CRAIGIE, RUSSELL S	3097603	\$12.38	Terminated
CRESPIN, TOBIAS A	3097152	\$4.35	Terminated
CRUMPLER, CHRISTOPHER E	3097462	\$4.13	Terminated
CRUZ, ISMAELA G	3072733	\$13.06	Terminated
CUMPATA, CATALIN	3097747	\$120.00	Terminated
DAGUE, DUSTIN C	3095533	\$307.64	Terminated
DALEY, RACHEL E	3095609	\$354.75	Terminated
DAMASCAN, ANTONII	3097745	\$1.25	Terminated
DANNEHL, CORINNE M	3097390	\$41.25	Terminated
DAVIS, TERESA L	3097345	\$4.13	Terminated
DECKER, LINDSAY	3095068	\$14.44	Terminated
DENTON, HAILIE M	3097428	\$77.34	Terminated
DIETZ, THOMAS	3094376	\$9.28	Terminated
DUNLAP, ALEAH C	3097405	\$4.13	Terminated
DURAN, MATTHEW C	3095209	\$1.03	Terminated
DURAND, CHRISTINA	3097098	\$15.00	Terminated
DURHAM, STEPHEN A	3091053	\$54.66	Terminated
DYE, MARIYA M	3097543	\$2.06	Terminated
ECCLESTON, ALACIA N	3097768	\$35.06	Terminated
ERWIN, MCKAY W	3096583	\$1.03	Terminated
ESPINA, VENNARD L	3097384	\$4.13	Terminated
ESPOSITO, JOSEPH M	3092016	\$7.22	Terminated
FAHLGREN, JAMES	3097004	\$57.75	Terminated
FALK, ADAM J	3094790	\$36.09	Terminated
FEUERHERM, LEVI R	3096453	\$39.19	Terminated
FIGUEROA, VIVIAN A	3097363	\$4.13	Terminated
FLORES, ANGEL	3077068	\$71.28	Terminated
FOSTER, NINA L	3097204	\$4.13	Terminated
FUCILE, MARK	3092021	\$26.81	Terminated
FYE, KAYLA M	3096484	\$5.00	Terminated
GABLE, BRONTEE M	3096335	\$16.50	Terminated
GAMBOA, BRITTANY	3096156	\$45.38	Terminated
GARCIA, JOSE I	3097456	\$5.73	Terminated
GARCIA-CHORA, JUAN M	3072391	\$11.45	Terminated
GAYTAN-GARCIA, CRYSTAL A	3097551	\$2.06	Terminated
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GONZALEZ DE SOLORI, MARIA G	3097068	\$4.13	Terminated
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GRIGGS, ANDREA F	3097654	\$5.38	Terminated
GROVER, ELIZABETH A	3097674	\$1.03	Terminated
GUTIERREZ, ANDREW	3097689	\$10.31	Terminated
HAGGARD, TINA K	3097199	\$15.47	Terminated

HAGOS, NAHOM	3097406	\$5.16	Terminated
HALE, DYLAN	3095169	\$33.00	Terminated
HAMMERS, STEPHANIE N	3097396	\$4.13	Terminated
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HART, HALEY N	3097311	\$70.13	Terminated
HELD, NATALYA	3094032	\$9.06	Terminated
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HESS, CHELSEA L	3097757	\$8.25	Terminated
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HILL, MELANIE R	3096956	\$8.25	Terminated
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HUSSEIN, KHALED M	3097707	\$5.16	Terminated
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JASSO, DOLORES	3046106	\$39.13	Terminated
JIMENEZ, ZULEIMA	3096970	\$1.31	Terminated
JIMENEZ-LOPEZ, JOSE	3096890	\$116.53	Terminated
JONES, DOUGLAS B	1097523	\$11.25	Terminated
JONES, EVAN W	3095135	\$11.34	Terminated
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LEMUS, CHAD C	3090421	\$40.22	Terminated
LIRA BARAJAS, JUANA	3096465	\$26.25	Terminated
LIZAOLA, MARISOL	3096327	\$21.00	Terminated
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MAHER, GLORIA J	3089029	\$3.09	Terminated
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MAY, TROY R	3091842	\$16.50	Terminated
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MCINTOSH, ROSE N	3094100	\$26.81	Terminated
MEDINA, ELMER G	3094304	\$81.29	Terminated
MENJIVAR, MARCOS E	3097113	\$11.45	Terminated
METTA, CYRUS N	3096865	\$15.00	Terminated
MEZA, JOSE	3086535	\$13.10	Terminated
MIHAYLOV, CAROL S	3095214	\$9.28	Terminated
MINER, MATHEW J	3095995	\$316.38	Terminated
MINSCH, KYLIE N	3096568	\$26.81	Terminated
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MONTOYA, SARA S	3093401	\$1.03	Terminated
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MORENO, HEATHER	3095284	\$13.41	Terminated
MOSLEY, AARON D	3097472	\$5.16	Terminated
MURPHY, TWYLA D	3097427	\$2.41	Terminated
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NAGENGAST, DAVE M	3095738	\$13.50	Terminated
NDOLO-HERMANN, LOUISE M	3096494	\$383.78	Terminated
NELSON, DANA M	3096554	\$25.78	Terminated
NOBLE, EMILY L	3097289	\$2.06	Terminated
NSABIMANA, RUTH B	3097358	\$120.75	Terminated
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PEREZ, MANUEL	3095672	\$955.17	Terminated
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PINKSTON, WAVERLY N	3093783	\$2.38	Terminated
POLIO, JOSE D	3095928	\$223.78	Terminated
PREIKSAITIS, CRYSTAL H	3096745	\$187.41	Terminated
PRIMUS, ROXANNE N	3096936	\$38.16	Terminated
PRITCHETT, ADAM W	3096866	\$6.19	Terminated
RADO, MATTHEW	3097815	\$15.41	Terminated
RAMER, PAMELA L	3097407	\$4.13	Terminated
RAMILO, KRISTINE GAIL C	3092110	\$293.85	Terminated
RAMIREZ, CAMILA	3069031	\$99.97	Terminated

RAMIREZ, EVERARDO F	3085239	\$99.43	Terminated
REGLA, JOSE G	3097262	\$74.25	Terminated
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ROBINSON, ANDREA B	3096872	\$4.13	Terminated
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RODRIGUEZ, ANABERTA	3097251	\$1.03	Terminated
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RODRIGUEZ, CANDIDA S	3076982	\$3.79	Terminated
RODRIGUEZ-JUAREZ, AROWAN	3097701	\$80.06	Terminated
ROMERO, ADAMSON S	1096436	\$57.75	Terminated
ROMINE, BRITTANY A	3096562	\$5.16	Terminated
ROSS, GREGORY R	3094103	\$36.92	Terminated
ROTH, MICHELLE	1096864	\$25.78	Terminated
ROTH, SARANGEREL(SARA	3097161	\$3.09	Terminated
RUIZ, JAVIER A	3086638	\$163.49	Terminated
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RUSSELL, TAYLOR	3093944	\$11.24	Terminated
RUVALCABA, ADRIANA	3095193	\$44.56	Terminated
RUVALCABA, JESSICA D	3094394	\$47.53	Terminated
RUVALCABA, MIGUEL R	3091038	\$4.18	Terminated
SAENGOMRUANG, PAPHON	3097763	\$81.41	Terminated
SALAS, LILIANA	3096848	\$271.22	Terminated
SANBORN, JASON K	3096388	\$6.19	Terminated
SANCHEZ, JOSE M	3091584	\$324.08	Terminated
SANCHEZ, NANETTE	3096988	\$2.09	Terminated
SAPPAISARN, INTOUCH	3097761	\$31.31	Terminated
SCHNEIDER, SAMANTHA L	3096609	\$27.84	Terminated
SCHUCHARDT, SCOTT M	3096923	\$21.25	Terminated
SEMORE, BOBBI D	3096704	\$4.13	Terminated
SERRANO, ANGELA M	3094506	\$7.59	Terminated
SERRANO, RHODA P	3094252	\$145.25	Terminated
SIEGEL, DARRIN S	3097425	\$10.02	Terminated
SIM, RANDY M	3095111	\$66.00	Terminated
SMITH, COLBY R	3096259	\$126.00	Terminated
SMITH, DANIEL J	3097957	\$0.91	Terminated
SMITH, TERRY M	3097097	\$10.00	Terminated
SNIDER, ASHLEY M	3097503	\$28.88	Terminated
SOLOMON, JHON H	3093960	\$19.25	Terminated
STEINMETZ, ANDREA L	3097159	\$48.72	Terminated
STILLWELL, TIFFANY A	3097420	\$2.08	Terminated
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THOMA, ANTHONY J	3091333	\$24.72	Terminated
THOMAS, JAMIE D	3097020	\$53.63	Terminated
THOMPSON, MICHAEL A	1096510	\$22.24	Terminated
TILLMAN, MARTICKA S	3095675	\$14.44	Terminated

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TUNNEY, COREY G	3095838	\$111.37	Terminated
UHRIG, RYAN T	3093860	\$0.91	Terminated
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UZZLE, GENA L	3096349	\$143.75	Terminated
VALDEZ, LEONEL J	3096406	\$12.81	Terminated
VALENTINE, BRITTNI N	3095682	\$299.08	Terminated
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VANTREES, KAVINA E	3096984	\$43.31	Terminated
VERNON, CHARLES R	3096834	\$130.81	Terminated
VILLALOBOS, NEFTALI I	3093501	\$2.06	Terminated
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VONG, MUI U	3084015	\$337.54	Terminated
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WARD, SIERRA L	3097616	\$26.81	Terminated
WARREN, MARY M	3097414	\$3.75	Terminated
WASHINGTON, NATHANIEL	3094029	\$75.56	Terminated
WEBBER, RICHARD L	3097309	\$13.05	Terminated
WHITE, MARY E	3097334	\$4.50	Terminated
WHITE, SAMUEL A	3095966	\$5.00	Terminated
WHITFIELD, FEMIN D	3093332	\$5.84	Terminated
WILBURN, TRACY L	3097487	\$2.50	Terminated
WILLIAMS, CARLIE A	1097812	\$3.75	Terminated
WILLIAMS, MARK L	1097481	\$0.25	Terminated
WILLIAMS, SHANNON N	3096962	\$10.31	Terminated
WILSON, RAELENE L	3097578	\$47.09	Terminated
WOLFE, NICOLE R	3097432	\$9.28	Terminated
WOO, THOMAS	3085248	\$70.31	Terminated
WOODS, JESSICA L	3097095	\$9.28	Terminated
YAO, JINSONG	3096072	\$6.19	Terminated
YUDEE, VARAGONE	3097762	\$25.05	Terminated
ZAHNTER, KEVIN P	3097532	\$22.00	Terminated
		\$104,798.47	

EXHIBIT 5

Signed Culinary CBA 2010

EXHIBIT 5

COLLECTIVE BARGAINING AGREEMENT

between

WORKLIFE FINANCIAL, INC.

dba

GRAND SIERRA RESORT AND CASINO

and

CULINARY WORKERS UNION LOCAL 226

2009-2010

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AGREEMENT

THIS AGREEMENT is made and entered into as of the 19th day of November, 2010, by and between Worklife Financial, Inc. dba Grand Sierra Resort and Casino (hereinafter, called the "Employer") and its successors and assigns, and the Culinary Workers Union Local 226 (hereinafter, called the "Union").

WITNESSETH:

WHEREAS, the parties, by negotiations and collective bargaining, reached complete agreement on wages, hours of work, working conditions and other related, negotiable subjects to be incorporated into a new Labor Agreement which shall supersede all previous verbal or written agreements applicable to the employees in the bargaining unit defined herein which may have existed between the Employer or between the predecessor of the Employer, if any, and the predecessor of the Union, if any.

NOW, THEREFORE, in consideration of the forgoing, the execution of this Agreement and the full and faithful performance of the covenants, representations and warranties contained herein, it is mutually agreed as follows:

ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES

1.01. Recognition of the Union.

The Employer recognizes the Union as the collective bargaining representative for the Employer's employees working under the Union's jurisdiction at the Employer's facility located at 2500 East Second Street, Reno, Nevada 89595, and working in those job classifications listed in Exhibit 1 attached hereto and made a part of this Agreement. The term "employee" or "employees" as used in this Agreement means all persons directly employed by the Employer within the classifications set forth in Exhibit 1 attached hereto and made a part of this Agreement. The term "employee" or "employees" as used in this Agreement means all persons directly employed by the Employer within the classifications set forth in Exhibit 1, but excluding all other employees and excluding supervisors, as defined in the Labor Management Relations Act as amended. Any classification established by the Employer not listed in Exhibit 1 where the employees perform duties covered by this Agreement shall be a part of this Agreement at a wage rate comparable to related job classifications. If the Union and the Employer cannot agree on the wage rate or the inclusion for any new classification, the issue may be submitted to the grievance procedure. The present practice of the hotel in regard to bargaining unit and non-bargaining unit work will continue, but cannot be expanded unless the Employer meets with the Union and bargains for any changes.

1.02. Masculine Gender.

In this Agreement the use of masculine gender shall be construed to equally include the feminine.

ARTICLE 2: HIRING OF EMPLOYEES

2.01. Hiring Procedure.

Whenever the Employer finds it necessary to hire new employees for vacancies in job classifications covered by this Agreement, the Employer, upon hiring such new employees, shall make available for the Union, on a monthly basis, their names, classifications and wage rates for inclusion into the Union's list of employees represented. In the event the Union has available qualified employees for the job classification within the unit, the Union may furnish the same to the Employer for consideration by the Employer. The Union's selection of applicants for the referral shall be on a nondiscriminatory basis and shall not be based upon, or in any way affected by, membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements, or upon an applicant's race, color, religion, sex, age, sexual orientation, or national origin.

The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled. The Employer may accept or reject any applicant for employment referred by the Union, provided that the Employer's acceptance or rejection of an applicant shall be solely upon the Employer's judgment and determination as to the factors set forth in the preceding sentence. The Employer's decision in matters pertaining to new hires shall not be subject to grievance and arbitration procedures.

ARTICLE 3: STATE LAWS

3.01. Invalidity of a Portion of Agreement.

If any portion or portions of this Agreement are found to be invalid or void by a competent court, board or authority, the remaining portions of the Agreement shall remain intact and in effect.

3.02. Indemnification.

The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability, which may arise out of or by reason of, any action taken or not taken by the Employer, at the request of the Union, in violation of the Nevada Right-to-Work law.

3.03. Check-Off.

- (a) Monthly Dues. The Employer will check off and remit to the Union initiation and monthly dues for employees who have executed and furnished to the Company a Payroll Deduction Authorization in the form of Exhibit 2 attached to this Agreement, which by this reference is made a part hereof.
- (b) Billing Procedure. The Union will remit to the Employer a monthly billing stating the amount to be deducted from the wages of each employee pursuant to the Payroll Deduction Authorization form signed by the employee. (See Exhibit 2 for a copy of such authorization form). The Employer will deduct the funds so billed and remit them to the Union no later than twenty (20) days of the month following receipt of the monthly billing.
- (c) Indemnification. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, and other form of liability which shall arise out of or by reason of action taken or not taken by the Employer at the request of the Union under the terms of this Article.

ARTICLE 4: UNION REPRESENTATIVES

4.01. Access to Employer Property.

Non-employee Union Representatives shall have the following rights of access to bargaining unit employees on the Employer's property:

- (a) Visitation Rights. The Union shall designate in writing to the Employer the names of the authorized representatives who may exercise the Union's visitation rights.
- (b) Designated Areas. The designated Union Representatives shall have access to areas where bargaining unit employees are working solely for the purpose of observing matters relevant to the investigation of grievances. The designated Union Representative shall also have access to the employee cafeteria in order to conduct Union business. The majority of discussions/meetings between employees and the Union Representatives will only occur in the employee cafeteria, provided such meetings do not disrupt the atmosphere conducive to the employees' meal/break periods.
- (c) Work Interference. In no case shall such access interfere with the work of any employee or guest's activities or otherwise disrupt the Employer's operations.
- (d) Sign-In. Before entering the Employer's property for the purposes of contacting bargaining unit employees, the designated non-employee Union Representatives shall be required to report to a designated office, sign in and wear appropriate identification while on the premises of the Employer. In the event the designated office is not open, the Union Representative shall contact the security shift supervisor.

4.02. Shop Stewards.

Both the Employer and the Union agree that the Union may, at its discretion, have Shop Stewards from among the bargaining unit employees covered by this Agreement. The parties agree that there shall be no more than twenty (20) Shop Stewards and twenty (20) alternates. The Union shall notify the Employer in advance and in writing of the names of all Shop Stewards and alternates.

It shall be the recognized duty of the Shop Stewards to assist the bargaining unit representatives of the employees in monitoring contract compliance. Union business will be conducted by Union members, employees and Shop Stewards on their own time. The Shop Stewards shall confine themselves to the business of the Employer during working hours and they will not engage in any Union activities during working hours which will in any way, either directly or indirectly, interfere with operations, except as is expressly provided for in this Agreement.

The Employer agrees that it shall not discriminate against Shop Stewards because of their activities as such. When practical, and in accordance with the needs of the employer's business, Shop Stewards shall be scheduled to be off without pay to attend Union meetings so long as at least one (1) week's written notice has been given of the meeting date to the designated Employer representative.

ARTICLE 5: SALARIES AND WAGES

5.01. Weekly Payment.

Regular employees shall be paid weekly, semi-monthly or bi-weekly as is the practice of the Employer, in accordance with the wage scales set forth in Exhibit 1. The Employer may change the pay cycle with thirty (30) days' advance notice to the Union. Records on the source and dates of any gratuities included on paychecks shall be made available to the employees on request.

5.02. Equal Pay.

The wage scales set forth in Exhibit 1 shall apply equally to male and female employees covered by this Agreement.

5.03. Deductions and Donations.

(a) No employee shall be required to subscribe to any form of insurance or to make contributions or suffer any deduction from wages without written authorization of such employee, except as may be required by law.

(b) Cash Shortages. The Union agrees that the Employer can change its cash shortage procedures upon providing a 30-day notice to the Union. In no instances will the Employer make automatic cash deductions from employees' wages for any cash shortages until after consultation with the employee and the responsibility for the shortage has been established by the Employer.

5.04. Gratuities.

(a) All gratuities left by the customers are property of the employees exclusively, and no Employer or department head not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an employee's wages. This provision does not apply to any present gratuity distribution in a department where splits include payment to supervisors/managers.

(b) When the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice or statement that gratuities are included in such price. Gratuities, regardless of the amount, signed by a registered hotel guest on the guest's individual hotel check, or by a registered hotel guest or other customer on his individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift; provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established policy for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his established credit limit. No employee shall solicit gratuities from other employees or guests.

(c) A special event shall be deemed to be any event for persons or groups arranged by a travel agent, booking agent, hotel sales representative, convention agent, promotional representative, operator or any other individual or agency where pre-delivered tickets or coupons, or package prices for food and/or beverages to be served to patrons of such events are

involved and where regular employees of an establishment covered by this Agreement provide such service, excepting those from the exceptions listed in Article 5.

(d) Presentation of Checks. Management reserves the right to present checks to guests in situations deemed appropriate; however, it is understood that gratuities associated with the check are the property of the Food Server.

5.05. Complimented Guests.

(a) On those occasions when individuals or members of a group are provided with food and/or beverages which are complimented by the Employer, there shall be no guaranteed gratuity; provided, however, that, if these individuals or group members are presented with check indicating the complimentary nature of the food and/or beverages provided, the check shall contain the words in prominent letters "COMPLIMENTARY – GRATUITY NOT INCLUDED." This provision will not apply where the complimented guests are (1) those who are staying at the Employer's hotel and are complimented when they check out; (2) participants of bus tours; (3) participants on champagne parties; and (4) drink coupons.

(b) Complimented Groups. On those occasions when members of a group, which is not a special event as defined in Section 5.04(c), are complimented as a group and not individually, with food and/or beverages, except as provided in Section 5.04(b), there shall not be any guaranteed gratuity payable by the Employer.

(c) Officers' Checks. Officers' checks and the employees' dining room are exempt from the provisions of Sections 5.04.

(d) According to the schedule provided at negotiations, gratuities paid by the Employer for all other complimentary services shall be in the Employer's discretion and proceed through Payroll so as to appear on the employee's check.

5.06. Terminated Employees.

(a) Applicable Laws to Article 5, Section 607.020 – Discharge of an Employee – Immediate Payment: Whenever the Employer discharges an employee, the wage and compensation earned and unpaid at the time of discharge shall become due and payable within twenty-four (24) hours.

(b) Section 608.030 – Payment of Employee Who Resigns or Quits His Employment: Whenever an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of his resignation or quitting must be paid no later than:

1. The day on which he would have regularly been paid the wage or compensation; or
2. Seven (7) days after he quits or resigns, whichever is earlier.

5.07. Health and Welfare.

The Union and the Employer agree that eligible employees will be covered by the Grand Sierra Resort Health & Welfare Plans for the life of this Agreement. Bargaining unit employees will be required to pay the same monthly rate as non-bargaining unit employees. The Union understands and agrees that the current healthcare benefit costs are split on an approximately 75

percent/25 percent basis between eligible employees and the Employer, with the 75 percent being paid by the Employer. Future increases in healthcare benefits costs will similarly be passed through to bargaining unit employees on an approximately 75 percent/25 percent basis, with the 75 percent being paid by the Employer. Upon renewal of insurance contracts, the Employer may modify the terms, benefits, deductible and other terms of the Health and Welfare plans at its discretion; however, the bargaining unit employees will be subject to the same terms and conditions as non-bargaining unit employees. Finally, the Employer is and has been offering a Health and Welfare program for part time employees, at 100 percent cost to the employee. GSR agrees to negotiate in good faith with the insurance carrier for the continuation of these benefits and pass the cost to part-time employees based on the contract the Employer is able to negotiate.

5.08. Superior Worker.

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wages. It is specifically agreed that employees compensated at said higher wage rates may be returned to the scales published herein at the sole discretion of the Employer. Employees paid Superior Workmen rates shall have their wages increased by amounts of not less than the increases in the minimum wage scales as specified in Exhibit 1, attached to and made part of this Agreement, for the classifications in which they are employed.

5.09. Combination Jobs and Cross-Training.

When an employee works in two (2) or more job classifications in any day, he shall be paid for that day at the rates of pay for the time worked in each classification; provided that this shall not apply in cases of relief for meal and rest periods. Further, the different pay rates for different job classifications apply only if employees actually work in a different classification for more than 1 hour. If employees perform the duties of both classifications interchangeably throughout the day, they will be paid a blended rate, which would be the average of the rates applicable to the different classifications.

Combination of cocktail waitress and slot associate positions. Supervisors will have discretion to act upon their observations concerning floor activity that warrants using the combination position. The combination duties are triggered during any shift/period that is similar to the graveyard shift on a typical Monday, Tuesday or Wednesday shift. The wage rate of the person performing combination duties will be the same as the slot attendant's wage rate. This will not be a new classification. The Employer retains discretion to determine which supervisor will make the decision to trigger the combination duties and who will act as supervisor of the combined duty employee(s).

Bar helper and bar porter combination. The Employer will eliminate the bar porter position and combine the duties of bar helper and bar porter. As bar helper is the higher classification, it will remain in existence, while the bar porter classification will be eliminated. In addition to any existing rights a bar porter may have, the Employer is willing to offer available housekeeping positions to the eliminated bar porters if they are otherwise qualified or are readily trainable (i.e., require minimal training). Bartenders will be expected to perform the duties outlined in the bartender job description as it presently exists, which include light cleaning. At the Union's request, as a one-time and non-precedential arrangement, the eliminated bar porters

will have priority in any bar helper and utility steward positions that may become available, on the condition that they have the requisite qualifications or are readily trainable.

Cross-training is to occur throughout the organization – up, down, and on peer level classifications – to ensure that employees are trained in multiple positions and can assist as business need requires. If cross-training is voluntary, the cross-training will be by seniority. If cross-training is involuntary, it will be conducted in reverse seniority. Further, in all jobs and classifications, employees' duties will now include light cleaning in their usual areas of work (e.g., wiping things down, picking up items left by customers, removing trash from the floor). This will not result in any change of pay or classification.

ARTICLE 6: DISCHARGE

6.01. Cause for Discharge.

(a) No regular employee, after having completed the probationary period under Section 17, shall be discharged except for just cause. Prior to any discharge for reasons other than dishonesty, willful misconduct, drunkenness, drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, or using a controlled substance at any time while on the Employer's premises, unlawful usage in accordance with the Employer's Drug & Alcohol policy, serious improper behavior or discourtesy toward a guest, insubordination, failure to report for work in accordance with the Employer's Attendance policy, walking off the job during a shift, possession of weapons on the Employer's property, and sexual harassment or any other inappropriate harassment of a co-worker or guest, such an employee must be given a written warning and an opportunity to correct the deficiency. The above provisions relating to controlled substances will not apply to medicine lawfully prescribed for the employee using the substance by a licensed physician and used in accordance with the prescription.

Upon the discharge or suspension of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing, and a legible copy thereof shall be mailed or given to the Union within seventy-two (72) hours after the discharge or suspension. When an employee is discharged or suspended for willful misconduct, the notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. Upon request by the Union, legible copies of all documents relied upon by the Employer in making the discharge or suspension, including copies of any written complaints or reports concerning the employee, either by the customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. An employee may not be discharged solely on a basis of verbal complaints by customers. The Union shall furnish the Employer with any statements and/or documents pertinent to the investigation within seventy-two (72) hours of request. The Union will have the right to view copies of videotapes at the hotel during an investigation of a case.

6.02. Warning Notices.

(a) Warning notices issued to employees must specify the events or actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter, and may be issued by the Employer any time

throughout the day, as business allows. All warning notices must be given to employees no later than fifteen (15) days from the occurrence or knowledge of the event which results in the warning, except for ongoing investigations. A legible copy of any written warning notice shall be given to the employee for review by himself and, if desired, to the Union. Legible copies of all documents relied upon by the Employer in issuing the warning notice, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request.

The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for the warning notice. An employee may not be issued a warning notice solely on the basis of verbal complaints by customers. Warning notices, written customer complaints and reports of outside agencies or the Employer's own security force concerning conduct of an employee (except sexual harassment or any other inappropriate harassment of a co-worker or guest) shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

6.03. Final Warning.

No employee shall receive a final written warning or be paid off or have his shift, station or days off changed for discriminatory reasons, or for disciplinary purposes unless a prior written warning has been given to the employee. If an employee is arrested or charged with a crime related to job conduct, the Employer may take disciplinary action for just cause without regard to the disposition of the criminal charge. In such circumstances, the Employer bears the burden of demonstrating just cause independent of the legal process, and the disciplinary actions can be grieved pursuant to this Agreement. In such cases, the employee's job status shall be determined by this Agreement. Alternatively, if an employee is arrested or charged with a felony, or a misdemeanor offense that tends to discredit the Employer or its operations, or tends to reflect unfavorably on the Employer or its operations, the Employer may suspend the employee without pay pending the outcome of the charge. If the employee is found not guilty, the employee shall be reinstated, and the Employer shall not then be able to take disciplinary action. If the employee is found guilty, the employee may be terminated. No employee shall be disciplined on account of a criminal proceeding which is not employment-related. After a period of eighteen (18) months, final written warnings shall not be considered in any disciplinary proceedings, except sexual harassment or any other inappropriate harassment of a co-worker or guest.

6.04. Time of Discharge.

The Employer has discretion to discharge employees at any time, subject to the provisions of this Agreement.

6.05. Controlled Substance.

In accordance with the Company practice, where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the employee, after being notified of the contents of this sub-Section, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge. The Employer shall pay for the cost of the examination. A blood alcohol level of .08 provides an absolute presumption that

the employee is under the influence of alcohol or, in the event there is a statutory revision lowering the blood alcohol level by the state.

ARTICLE 7: EARLY SHIFT RELEASE

7.01. Voluntary.

An employee, with the Employer's approval, may voluntarily leave work early if he so desires and shall be paid only for the time actually worked on that shift. The Employer may solicit volunteers for early shift release who shall be paid only for the time actually worked on that shift.

7.02. Involuntary Release.

The Employer may request that employees leave their shifts early due to lack of business, whereupon employees shall be paid a minimum of two (2) hours or half (1/2) of their scheduled shift, whichever is greater; provided however, that this provision is not intended to be used in bad faith or to deny an employee legitimate overtime pay and provided further that the Employer will take first take request for early outs and then require early outs in ascending order of seniority of those employees on duty, provided this does not require the Employer to pay overtime. When a tipped employee is required to take an early out, under this section, the open station, if any, shall be offered in descending order of seniority to those employees on duty.

ARTICLE 8: DISCRIMINATION

8.01. Prohibited Discrimination.

There shall be no discrimination by the Employer or the Union against any employee because of membership or non-membership in or activity on behalf of the Union, provided that an employee's Union activities shall not interfere with the performance of his or other employees' work for the Employer. In accordance with applicable laws, there shall be no discrimination against any employee with respect to compensation, terms, conditions, privileges of, or opportunities for employment because of race, color, religion, sex, age or national origin, ancestry or disability, or sexual orientation.

8.02. Confessions or Statements.

When a supervisor, manager, or security person interviews an employee for disciplinary reasons, or in a fact-finding interview which might reasonably lead to discipline, the employee shall have the right to be represented by an authorized Union Representative or Shop Steward. It shall be the responsibility of the employee to request such a representative or steward. Upon the employee's request, the Employer shall contact the representative or steward, provided that the Union has supplied an updated list containing the representative's or steward's contact information and schedule. If the Union has not provided such list, it will be up to the employee to contact the representative or steward. If an authorized Union Representative or Shop Steward is not available, the employee can request that the interview be rescheduled or continue with the interview without the representative or steward, if the employee so chooses.

Each employee shall be required to sign a background investigation release for the purpose of allowing the Employer, Gaming Control Board, Nevada Gaming Commission, or any law

enforcement agency to check the background and history of the employee or prospective employee.

ARTICLE 9: WORK SHIFTS, WORKWEEK AND OVERTIME

9.01. Shift and Weekly Overtime.

The workweek pay period shall be from Friday through Thursday. For purposes of computing overtime, for an employee scheduled to work five (5) days in one (1) workweek, any hours in excess of eight (8) hours in a day or forty (40) hours in a week shall constitute overtime. For an employee scheduled to work four (4) days in one (1) workweek, any hours worked in excess of ten (10) hours in a day or forty (40) hours in a week shall constitute overtime. Overtime shall be effective and paid only after the total number of hours not worked due to early outs is first subtracted from the total number of hours actually worked per shift, per workweek. Overtime shall not be paid under this Section for more than one (1) reason for the same hours worked. Employees absent for personal reasons on one (1) or more of their first five (5) scheduled days of work in their workweek shall work at the Employer's request on a scheduled day off in the same workweek at straight time. If the Employer anticipates such scheduling, the Employer shall provide five (5) days' advance notice.

This provision will remain in effect for the duration of this Agreement. However, at the expiration of the Agreement, the Employer shall have the right to compute and pay overtime in accordance with the provisions of existing federal and state law, and Union employees shall not have the right to overtime pay above and beyond the applicable federal and state law requirements.

9.02. Days Off.

The Employer supports the principle of providing its employees with two (2) days off, or three (3) days off for employees on a ten (10)-hour per day schedule, during each seven (7)-day work period. The Employer will schedule them consecutively, except that when business conditions dictate, the Employer may split them. In those instances, scheduling of split days off will be done according to the provisions of Section 17.04(b) of this Agreement. An employee may voluntarily split his/her days off.

9.03. Single Shift.

No employee shall be required to work more than one (1) shift on any one (1) calendar day. This shall not prohibit the performance of overtime work consecutive with the employee's regular shift, as requested by the Employer.

9.04. Posting.

The Employer shall post each week in a conspicuous place in each department, available to Union Representatives, a work schedule showing the first and last name and classification of each employee, and specifying days off and starting and finishing time. When employees not originally scheduled to work during any week are later called to work during that week, their names and classifications shall be added to the posted work schedule not later than the end of the first shift they work.

ARTICLE 10: CATEGORIES OF EMPLOYEES

10.01. Regular Full-Time Employees.

Regular Full-Time employees are employees carried on the Employer's regular payroll who are hired to work thirty (30) hours per week or more and are eligible for all benefits provided for in this Agreement.

10.02. Regular Part-Time Employees.

Regular Part-Time employees are employees carried on the Employer's regular payroll who are hired to work less than thirty (30) hours per week.

10.03. Extra Employees.

Extra employees are employees hired to perform work in addition to or as vacation, LOA or temporary absence replacements for regular employees. Extra employees shall not be covered by Articles 6, 11, 13 (except in relation to FMLA), 17, or by Sections 5.07, 9.02, and 9.03.

10.04. Reduction of Full-Time Employees to Part-Time.

At any point in time, no more than 25% of the entire bargaining unit may be comprised of part-time employees. Additionally, no more than 50% of cocktail servers and housekeeping porters can be part-time employees. Regarding the cocktail servers and housekeeping porters, 15% of the 50% limit stated in the prior sentence shall be achieved through attrition and hiring new employees. With respect to all other classifications, no more than 35% of the employees in each classification can be part-time employees, and the attrition requirements do not apply.

Employees who are on-call (or "extra") are not considered for purposes of determining the applicable percentages.

The Employer may freely, and in its absolute discretion, within the limits set forth in this paragraph as to the percentages of full-time vs. part-time employees, move employees by order of seniority from full-time to part-time and vice-versa. If a classification or total limits are exceeded, for any reason other than the Employer moving an employee from full-time to part-time (such as termination, resignation, retirement, transfer, etc), the Employer will have a reasonable opportunity to adjust the work force (including hiring, transfer and/or moves from part-time to full-time) without being in violation of the applicable limits. The Employer may elect to move some of the employees to part-time by attrition (e.g., keep current full-time employees and replace them upon separation of employment with part-time employees). However, except as otherwise provided in this paragraph, the Employer has the absolute discretion to move employees by seniority, at any time, between full-time and part-time classifications.

ARTICLE 11: PAID TIME OFF

11.01. Amount of PTO.

All Union regular full-time eligible employees scheduled to work an average of at least 30 hours per week earn PTO based on length of service. PTO time accrues on a monthly basis from the date of hire as follows:

Months of Years of Continuous Service With Employer	Amount of Paid PTO
Hire to 1 year (6.66 hours per month)	80 hours per year
1 Year (10.00 hours per month)	120 hours per year
5 Years (13.33 hours per month)	160 hours per year

Employees will continue to accrue PTO until their bank reaches 2 times their annualized number of allowable PTO hours. However, the maximum number of accrued PTO hours will be 240. Employees who reach the 240 hours cap will not accrue any more PTO until they use some of the PTO already accrued.

All regular part-time employees who work 16 hours per week will accrue PTO at the rate of 3.33 hours per month and will continue to accrue until the bank reaches 80 hours. Once they reach the 80-hour maximum, employees will not accrue any additional PTO until they use some of the PTO already accrued.

For employees who have accrued PTO above the 240-hour limit as of the day when this Agreement is signed, all current accrued but unused PTO over 240 hours will be grandfathered in and employees will be allowed to use it for 1 year after the effective date of the new contract, or sell it back to the Employer for 50 cents on the dollar, as provided above. If grandfathered PTO is not used within 1 year after inception of the new contract or sold back to the company, it will be lost.

Additionally, Union employees can sell their accrued PTO hours back to the Employer (twice a year on the announced dates in June and December) at 50 cents on the dollar. Employees can sell their accrued, but unused PTO to the Employer at 100 percent if they fulfilled the requirements for a PTO request (including that the request does not exceed the applicable peak/non-peak limits), but were denied.

Further, assuming all procedural requirements for seeking and obtaining PTO have been met (including the limits on PTO use during peak periods), employees may be allowed to take 1 week PTO in July and 1 week PTO in August. However, these two weeks cannot be taken back to back in the end of July and beginning of August to result in a 2-week uninterrupted PTO time in the end of July and beginning of August.

An employee whose employment terminates, for whatever reason (voluntary or involuntary), prior to completion of the employee's introductory period will not receive payment for his or her accrued but unused PTO. An employee whose employment terminates, for whatever reason (voluntary or involuntary), after completion of the employee's introductory period will receive payment for accrued but unused PTO with the employee's final paycheck.

11.02. Break in Employment.

A change in ownership of the Employer shall not break an employee's continuity of service for the purpose of PTO eligibility. Except as provided otherwise in Section 13, time absent from work while on authorized leave of absence shall not break an employee's continuity of service.

Neither time absent from work while on authorized leave of absence nor while on layoff shall change an employee's anniversary date.

11.03. Time of Taking PTO.

PTO is due on the employee's anniversary date of employment as set forth in Section 11.01, and shall be requested in accordance with these time limits: by November 1 for the following January through April period; by March 1 for May through August period; and by July 1 for September through December period. The Employer shall grant PTOs to those employees who have given proper notice. PTO requests shall be made in writing to the Employer, and the Employer shall provide the employee with a copy of the request indicating that such request was received. The Employer shall respond to the PTO request within three (3) weeks. An employee's PTO request may be denied if any of the following conditions apply:

1. The employee did not comply with the time limits for requesting PTO.
2. The employee is not eligible for PTO by the date the requested PTO would begin.
3. The employee requesting the PTO has less seniority than another employee requesting the same PTO period.

When an employee is denied his/her initial PTO request, the Employer shall provide the employee with a list of available PTO periods. The employee may then request PTO from the provided list within one (1) week. The Employer shall respond to the second request within two (2) weeks.

After the outlined timelines and procedures for PTO requests are followed, awards will be given on a first-come basis.

An employee's second request may be denied if any of the above-enumerated conditions apply. All PTO requests for the months of July and August shall be limited to one (1) week per employee (which cannot be taken back to back in the end of July and beginning of August), and no more than five percent (5%) of regular employees in any job classification (by shift in Housekeeping) or restaurant may take the same PTO period. The five percent (5%) restriction shall also apply to New Year's Eve and Hot August Nights. No more than ten percent (10%) of regular employees in any job classification or restaurant may take the same PTO period during all other months in any calendar year. However, if business conditions allow, the Employer may increase that percentage at the Employer's sole discretion.

11.04. PTO Pay.

PTO must be taken as paid time off and no employee shall be allowed to work for the Employer during his PTO. PTO pay shall be computed on the basis of the employee's current rate of pay. Provided, however, that if an employee is regularly scheduled to work in two (2) or more classifications with different rates of pay, his PTO pay shall be computed at the rate of pay at which the majority of hours have been worked in the preceding anniversary year. For temporary layoffs of less than ninety (90) days, employees have the option of taking their PTO earned or continuing to carry it. If a layoff exceeds ninety (90) days, all earned PTO is paid out. Only earned PTO is paid. Employees may request upfront pay of PTO when their PTO is to last 5 days or more, provided that the employee pays a \$5.00 administrative fee for the special

processing of a separate check. The Employer may charge the \$5.00 administrative fee as a payroll deduction. Unless the employee requests special processing and upfront pay, the Employer will include the PTO pay in the employee's regular paycheck. Pay for PTO lasting less than 5 days will be included in the employee's regular paycheck.

ARTICLE 12: RESERVED

ARTICLE 13: LEAVE OF ABSENCE

Union employees will be subject to the Employer's standard and uniform policies on the Family and Medical Leave Act ("FMLA"), the Uniform Services Employment and Reemployment Act ("USERRA"), and the discretionary Personal Leave of Absence. The Union shall have the right to review these policies 30 days before the policies become effective. Nothing in this Article shall preclude the Employer from complying with applicable law before giving the Union an opportunity to review any necessary policy changes, if such law gives the Employer less than 30 days to effectuate compliance.

ARTICLE 14: MEALS

14.01. Meals.

For the convenience of the Employer and employees, all employees covered by this Agreement may take their meals in the employee cafeteria, upon paying a \$2.00 fee per meal. Said meals shall be palatable, wholesome and comparable in quality to those served to customers. The \$2.00 fee will apply uniformly to both Union and non-Union employees, unless another current collective bargaining agreement precludes such charges. The Employer will make 2 more microwaves and additional silverware available to employees, but will not provide any other food storage facilities to employees. The Employer will make milk available to Union employees in the front area of the cafeteria, where employees will not need to swipe their employee cards to access the milk. The existing rule that employees may not remove food or drinks from the cafeteria remains in effect.

The Employer will have discretion to implement any policies related to the administration of the \$2.00 fee per meal, including refusal to accept cash and handling the payments through payroll deductions. The Employer shall allow each employee an uninterrupted unpaid meal period of thirty (30) minutes. The Employer will provide travel time where appropriate, but travel time will not exceed five (5) minutes to and from the employee's place of work.

The Employer will have management discretion to adopt the policies, procedures, and make any changes necessary to implement the 30-minute unpaid meal period, including but not limited to installing new time clocks and clocking in/out procedures, installing security doors, requiring employees to clock in/out at particular locations, and passing cards to record in/out times in certain areas of the property.

14.02. Break Periods.

Scheduling of break periods shall be at the sole discretion of the Employer. However, such schedules shall be reasonably related to each shift.

HOURS WORKED	MEAL ENTITLEMENT	BREAK ENTITLEMENT
Less than 4 hours	No meal period No \$2.00 meal	One 10-minute break
4 hours but less than 6 hours	No meal period One \$2.00 meal before or after shift	One 10-minute break
6 hours but less than 8 hours	1 unpaid meal period** One \$2.00 meal during shift	One 10-minute break
8 hours but less than 10 hours	1 unpaid meal period** One \$2.00 meal during shift	Two 10-minute breaks (May be combined with meal period)
10 hours or more	1 unpaid meal period** One \$2.00 meal during shift	Three 10-minute breaks (May be combined with meal period)
** Does not include travel time		

14.03. Pay for Meals Not Furnished.

If an employee is required by the Employer to work through a shift without being given a meal period as required under Section 14.02, the employee shall be paid time and one-half (1-1/2X) the employee's straight-time hourly rate for the period.

ARTICLE 15: BREAK PERIODS AND ABSENCE FROM WORK

15.01. Call-In Policy.

The Company agrees to maintain its current attendance and tardiness policies on call-ins for the duration of this Agreement.

ARTICLE 16: SPECIAL EVENTS/MISCELLANEOUS

16.01. Union Buttons.

One (1) official Union button, no larger than two inches (2") in diameter, may be worn on the job at all times until a mutually agreed upon button is finalized between the Employer and the Union.

16.02. New Equipment Introduction.

Whenever the Employer proposes the introduction of new equipment which may significantly and substantially affect the terms and conditions of work or the wages of employees in a classification covered by this Agreement, the Employer shall advise the Union in writing sufficiently in advance of the proposed date of introduction of such equipment to enable the Union, if it so desires, to discuss with the Employer the possible significant and substantial

effects of the introduction of such equipment upon the employees in classifications covered by this Agreement. Upon request by the Union, the Employer will meet with it for the purpose of discussing the possible effects of the introduction of such equipment on such employees. The Employer will not introduce any such new equipment until it has afforded the Union a reasonable opportunity to discuss with the Employer all aspects of the possible significant and substantial effects upon such employees.

16.03. Uniforms.

All uniforms and/or accessories distinctive by style, coloring or material required by the Employer to be worn by employees on the job shall be furnished and maintained by the Employer at no charge to the employee. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that all employees will have clean and properly-fitting uniforms at all times. Alterations to uniforms may only be made by the Employer. Employees shall treat such clothing carefully and with respect so as not to unnecessarily damage or destroy it. If an employee intentionally damages a uniform, that employee shall bear the cost of replacement of said uniform. If an employee is terminated or otherwise leaves his employment, the employee shall return all such clothing to the Employer in good condition, reasonable wear and tear excepted; and if the employee fails to do either, the Employer shall deduct the cost thereof from the employee's final paycheck.

16.04. Rotation of Stations.

The Company will continue its current policy of equitable rotation of stations for the duration of this Agreement.

16.05. Health/Safety Regulations.

All Health Department and Safety regulations will be followed in accordance with law and specific departmental rules.

16.06. Union Notices.

The Employer shall furnish the Union with a bulletin board, to be located near the time clocks, for the purpose of posting Union information. All materials must be reviewed and approved prior to posting by Human Resources. The Company will not unreasonably withhold approval.

16.07. Change.

The Employer may assign Bartenders to make change on those bars having poker machines, and the Employer may establish reasonable rules to govern the handling of change banks.

16.08. Construction.

Employees in the affected area shall be given at least two (2) weeks' advance notice of construction, except in emergencies, which may affect the employees' schedules, provided the Employer was aware of the construction sufficiently in advance to give such notice.

16.09. Health and Safety Committee.

The Employer, the Union and the employees agree to use existing practices with respect to Safety Committees/Safety Inspector.

16.10. Customary Work.

Employees shall only be required to perform work which is customarily in their respective crafts and in practice in their facility. Sweeping, mopping, or general porter work shall be the duty of the Porters or Kitchen miscellaneous employees. Any employee may be required to conduct light cleaning in their areas, including clean up of accidental spillage or breakage in the room or area to which they are assigned.

16.11. Payments of Special Events Gratuities.

Gratuities for special events shall be paid to employees who provide service not later than the payday for the payroll period in which such service was rendered. At such time, the Employer shall make available to the Union the names and dates of the special event groups and the names of employees and amount of gratuities received by them on their paychecks for the pay period involved, with the gratuities broken down by source.

16.12. 401(k) Plan.

The Employer is uniformly eliminating its 401K match for both bargaining unit members represented by the Union and employees outside of all bargaining units.

16.13. Room Service.

There will be a sixteen percent (16%) gratuity on all room service deliveries and a flat rate for non-PPE items/amenities delivered.

16.14. Employee Parking.

The Employer will provide free and secure employee parking.

16.15. Housekeeping.

The Employer shall post known overtime dates every ten (10) days. Sign-up sheets will be provided and an interested employee may only sign the sheet. The sign-up sheet will be available for sign-up until two (2) days prior to the date the overtime is needed.

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

ARTICLE 17: SENIORITY

17.01. Probation Period.

An employee will be considered as a probationary employee for the first three (3) months of employment from his/her most recent date of hire by the Employer, which may be extended for an additional three (3) months by mutual agreement. A probationary employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions in Article 18.

17.02. Definition of Seniority.

House seniority is an employee's length of continuous service in years, months and days from his most recent date of hire by the Employer. Classification seniority is the employee's length of continuous service in years, months and days from his most recent date of hire or transfer, at a particular establishment covered by this Agreement, into his present job classification with the

Employer. Transfers from one department to another or from one restaurant to another (Food Servers, Bus Persons and Food Runners only) shall constitute a change in job classification.

17.03. Layoff and Recall.

In the event of layoffs due to a reduction in force, probationary, Part-Time and extra within the affected classification(s) will be the first to be laid off. Employees will be laid off from and recalled to their regular job classification in accordance with their house seniority, provided they have the qualifications to perform satisfactorily the work available in their regular job classification. Employees have the initial obligation to provide the Employer with correct contact information. At the time an employee is laid off, the Employer shall ascertain the current address and telephone number of the employee.

Subsequent to that time, it is the responsibility of the employee to advise the Employer of a change in either address or telephone number. In order to maximize work opportunities for all employees, the Employer, during times of layoff/recall, may utilize the following method of reductions:

1. volunteer days off
2. volunteer early outs
3. reduce work equally where currently practiced or by house seniority where done by length of service

These options are purely optional and can be used by any department or group in any order, or can be skipped altogether and a layoff can be effectuated. Before implementing any of these three options, the Employer shall meet with the affected employees and use best efforts, as determined by the context of the situation, to reach an agreement with the employees. If the Employer and the employees are unable to reach an agreement, the Employer may implement any of the three options set forth above, at its discretion. The requirement that the Employer meet with the affected employees does not apply to situations when the Employer decides to conduct a layoff.

In accordance with their house seniority, regular employees in layoff status will be offered but not required to perform, all extra work in their classifications except for banquets or parties, before probationary employees are hired; provided, however, that such employees who have not completed their probationary period who are offered and accept extra work shall be paid as extra employees for such work.

17.04. Promotions and Preference for Shifts.

(a) Promotions. When the Employer promotes an employee to another covered classification, the Employer will consider the employee's house seniority, qualifications to perform satisfactorily the work in the other classification, and prior performance. Where qualifications to perform the work and prior performance in the other covered classification are relatively equal among employees, the senior employee shall be the one promoted. For purposes of this paragraph (a) and Section 2.01(a), a "promotion" shall be deemed to be a transfer to another covered classification in which the transferred employee has an opportunity for increased compensation or for subsequent job progression as a result of the transfer. An employee promoted under this Section who cannot perform satisfactorily the work of the job to which he or

she was promoted, may be transferred back to his/her former job, within thirty (30) shifts after the date of the promotion. If the employee's former shift and station are no longer available, the employee shall be entitled to displace the least senior employee in the former classification. Permanent vacancies to be filled by promotion under this paragraph shall be posted for seventy-two (72) hours near the employee time clock or other locations to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period.

(b) Preference for Shifts. When there is a permanent vacancy on a particular shift or schedule, or in the case of temporary summer shifts, employees in the same job classification on other shifts or schedules who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided that the senior employee desiring transfer is qualified to perform satisfactorily the work on the shift and/or schedule applied for and that a qualified employee is available to replace the employee desiring the transfer. An employee transferred under this Section shall assume the weekly and daily shift schedule, days of work and days off applicable to the vacant position to which transferred. The resulting vacancy or vacancies created by a transfer under this Section shall be filled by the next senior qualified employee(s) from another shift and/or schedule who desires to work on a shift or schedule where the vacancy exists. All employees in bargaining unit classifications on the date this Agreement is effective will retain their current seniority date for classification purposes. In the event that employee shifts overlap resulting in a division of a work area, the manner in which the area is divided will be determined by the Employer, and the employee with the most classification seniority will have first preference of work area. Permanent vacancies under this Section shall be posted for minimum of seventy-two (72) hours and up to five (5) days, depending upon the reduction of the workforce in a department. The vacancies shall be posted where employee notices are normally posted. The Employer may fill the vacancy temporarily during the posted period.

17.05. Extra Work.

At the time of layoff, the employee shall state availability or non-availability for work.

17.06. Break in Continuous Service and Seniority.

An employee's continuous service, seniority and status as an employee will be broken down when:

- (a) he/she quits
- (b) he/she is discharged for just cause
- (c) he/she is absent exceeding the period of an authorized leave of absence
- (d) he/she is absent due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Nevada Industrial Insurance Act, provided that the employee shall have one (1) week after his/her release by an Employer's approved and qualified physician in which to return to work;
- (e) he/she is absent because of layoff exceeding six (6) months if he had less than six (6) months of active employment when the layoff began, or absent because of layoff exceeding twelve (12) months if he/she had six (6) months of active employment when the layoff began.

17.07. Notification.

An employee who is to be recalled to work by the Employer under Section 17.03 shall be notified to return to work by the Employer advising the employee by telephone, certified mail, return receipt requested, or other available means of communication of the date and the time employee is to report; and by confirming such communication by certified mail, return receipt requested, to the employee's current address of record on file with the Employer. Employees are initially responsible for providing the Employer with correct contact information and have the obligation to continue to provide the Employer with a current and correct phone number during the period in which they are subject to recall, so that the Employer can contact them immediately for any applicable recall position. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given to an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, his seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

17.08. Bartender Promotion.

The Employer and the Union will review, study and jointly work on the establishment of a mutually-agreed upon Bartender certification course and test, which will allow for a job ladder progression. First priority for the course study shall be current eligible Bar Persons. All new hires or transferees applying for a Bartender position shall pass the test before being deemed qualified.

ARTICLE 18: GRIEVANCES AND ARBITRATION

18.01. Definition.

For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation of and application to employees covered by this Agreement, or alleged violation of any provision of this Agreement.

18.02. Time Limit for Filing Grievances.

(a) No grievance shall be entertained or processed unless it is received in writing by either party within fifteen (15) workdays after occurrence of the event giving rise to the grievance or after the aggrieved party hereto acquires knowledge of the occurrence of such event, whichever is later. The written grievance shall set forth the provision(s) of this Agreement alleged to have been violated, and every effort will be made to set forth all the known facts allegedly constituting the violation.

(b) As used in this Article, the term "workdays" means from Monday through Friday, inclusive, but excluding any legally recognized federal and state holiday

18.03. Procedure for Adjusting Grievances.

All grievances shall be adjusted exclusively in the following manners:

1. It is mutually agreed between the parties that the speedy resolution of grievances is in the best interests of the employees and the Employer. For that reason, the parties have created the following grievance procedure which encourages the employee to first talk to his/her supervisor when questions, problems, complaints or disputes arise, and encourages the resolution of

grievances at the lowest possible levels and provides for a quick and fair resolution of problems and disputes.

The employee may, within three (3) working days of the incident or circumstance giving rise to the dispute, take the matter up with his/her immediate supervisor. The employee has the full right to and involvement of the Shop Steward in this step. Settlements reached at this level shall be considered non-precedential, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future.

The supervisor involved in the Step 1 meeting shall respond within three (3) days of the Step 1 meeting. While this step is encouraged, it is not required.

2. **SECOND STEP – GRIEVANCE MEETING.** The parties shall meet to discuss the grievance within ten (10) workdays from the filing thereof. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at this meeting, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance, including interviews with all witnesses. If such interviews cannot be scheduled for the Second Step – Grievance Meeting, they shall be conducted prior to or during the Third Step – Board of Adjustment.

3. **BOARD OF ADJUSTMENT.** Any unresolved grievance shall be reduced to writing and scheduled for hearing by a Board of Adjustment within 15 calendar days of the filing of the grievance. The Board of Adjustment shall be comprised of not more than two (2) representatives of the Employer and two (2) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance. A decision concurred in by a majority of the members of the Board shall be considered final and binding on all parties. If a majority cannot agree to a decision, the company shall give its decision on the grievance within five (5) work days after the Board meets.

4. **ARBITRATION.** If the parties are unable to resolve the grievance during the Board of Adjustment, either party may, within seven (7) calendar days after the company issues its decision on the grievance (which decision shall be issued within 5 work days after the Board of Adjustment meeting), submit written demand to the other party requesting that the grievance be submitted to arbitration. Such written request for arbitration shall specify the issue(s) and provision(s) of the Agreement alleged to be involved, the name of the aggrieved employee(s) or party, the events giving rise to the grievance and the relief requested. Unless the time requirements are met, the grievance shall be considered waived or abandoned and no further action may be taken on such grievance.

In the event the parties are unable to agree upon an arbitrator within ten (10) days of the appeal to arbitration, the arbitrator shall be chosen by lot from a ten (10) member panel (to be decided upon following the signing of this Agreement), except that either party may strike one (1) arbitrator from the panel for a particular arbitration before drawing by lot. On each anniversary date of the Agreement, either party may strike up to three (3) members of the panel. The parties shall attempt to agree upon replacement members of the panel, but in the event they cannot reach

agreement, the required replacements shall be selected through an alternate striking procedure from the Federal Mediation and Conciliation Service arbitration panel. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations unless by mutual consent of the parties. The decision of any arbitrator shall be final and binding upon the parties. An arbitrator shall only have the power and authority to interpret and apply the provisions of this Agreement to the grievance presented, and his decision shall apply only to the issue arising out of the facts of such grievance. The arbitrator shall have no authority to alter, amend, modify, nullify, ignore or add to the provisions of the Agreement either by implication or otherwise. The costs and expense of arbitration shall be shared equally by the parties, except that each party shall bear the expense of its own witnesses and representation at the hearing. Alternatively, by mutual agreement, the parties may submit to an expedited arbitration utilizing an arbitrator selected from the system provided in this Section; however, the parties will not be represented by counsel, an bench decisions will be rendered. These cases will be non-precedent setting.

ARTICLE 19: BANQUETS

19.01. Definition.

A banquet shall be deemed to be any function which has been regarded as a banquet according to the custom and usage so the hotel-casino industry in Nevada, including receptions. Banquet Captains, Banquet Bartenders, Coffee Servers, Banquet Bar Runners, Banquet Cocktail Servers, and Banquet Food Servers are Banquet employees carried by the Employer on its regular payroll and are covered by all provisions of this Article. Seniority under Article 17 shall be for the purpose of layoff and recall only, and shall be applicable only as among the Employer's Banquet employees.

19.02. Scheduling.

(a) Banquet Bartenders, Banquet Bar Runners, and Banquet Cocktail Servers will schedule themselves for available work by signing for posted Banquet bar functions according to their respective seniority. The Employer shall post all Banquet bar functions known to them thirteen (13) days in advance.

(b) Total Event Banquet Employees shall be scheduled among themselves for Total Event functions and, in the event there are no Total Event Functions available, they shall schedule themselves for Banquet events according to their Full-Time seniority.

(c) Banquet Core List Servers shall be voluntarily scheduled among themselves for Coffee Service functions before "A" list and "B" List employees. In order to qualify for Coffee Service, a Banquet Server must complete the appropriate training.

The Employer shall post the tracking list in a conspicuous area accessible to all Banquet employees.

19.03. Banquet Vacancies.

When permanent vacancies for Banquet Captains, Total Event or Coffee Servers must be filled, the Employer shall give preferential consideration to qualified Banquet Core List Food Servers before other employees or new hires. The Employer shall consider qualifications and prior performance when making a decision.

19.04. On-Call Banquet Food Servers and Bartenders.

- (a) The Employer may establish an "A" List, an In-House "A" list, a "B" List and an In-House "B" list for Banquet employees to be used only when staffing requirements exceed the Employer's regular Banquet staff.
- (b) The Employer may determine the number of "A" List, In-House "A" List, "B" List and In-House "B" List Banquet Food Servers, Bartenders, and Cocktail Servers.
- (c) Scheduling will be done by seniority and availability. The order will be "A" List, In-House "A" List, "B" List, and In-House "B" List.

19.05. Meals for Banquet Employees.

Meals for Banquet Employees shall be in accordance with the guidelines for all employees.

19.06. Service Charge.

On all banquets, excluding Total Event, the Employer shall pay the traditional service charge of eighty-five and one quarter percent (85-1/4 %) of sixteen percent (16%) of the total charges for food and beverage (except beverages served from a bar) to Food Servers and Captains who work the function, who shall receive equal shares of the service charge. The Employer shall pay a service charge of eighty-five and one quarter percent (85-1/4 %) of sixteen percent (16%) of charges for all banquet bar functions, including hosted or cash, to the Bartenders who actually perform the work of preparing or delivering drinks. The service charge for banquet bar functions shall be separate from the service charges paid to other Banquet employees. All Banquet employees may keep any cash tips from customers. The Employer shall provide to Banquet employees, prior to or during the function, the menu, the number of guests, and the name of the group. If the service charge increases during the duration of this Agreement, the percentage formula shall remain the same. The Employer will give the Union thirty (30) days notice if the service charge percentage increases. If there is an increase, the Employer and the Union will agree on the additional employees who may share in the tip pool.

On In-House, Local and any event deemed as a "Special Function," gratuity will be fixed and set at \$75.00 per Bartender and \$150.00 per Food Server. The Employer shall have the right to increase these gratuity amounts based on the length and size of the event. The \$75.00 and \$150.00 limits shall apply to a maximum of 3 In-House, Local, or "Special Function" events per calendar year.

19.07. Banquet Minimums.

Banquet Captains, Food Servers, Bartenders, Banquet Bar Runners, and Cocktail Servers shall be paid for actual hours worked. A 2-hour minimum show up time will be paid if warranted.

19.08. Setup and Breakdown.

Banquet Captains, Food Servers, Bartenders, Banquet Bar Runners, and Cocktail Servers are responsible for all setup to all Banquet functions, as well as breakdown of same in banquet rooms, to the extent that these duties are specific to their classifications. This Section 19.08 does not relate to splitting gratuities and does not entitle any employees to participate in any gratuity pool except as otherwise provided in this Agreement.

19.09. Full Function.

No Banquet Captain eligible for gratuities shall share in the gratuities unless the employee works both set-up and service, or service and break-down. No Banquet Food Server eligible for gratuities shall share in the gratuities unless the employee works a full function, including set-up and service; provided that, at banquets where clean-up work must be delayed until the conclusion of speeches or a program, only the number of employees sufficient to perform the clean-up work need to be retained, and those employees not retained shall nevertheless share in the gratuities.

ARTICLE 20: PROHIBITION OF STRIKES AND LOCKOUTS

20.01. Strikes.

Both the Union and the Employer recognize the service nature of the hotel/casino business and the duty of the Employer to render continuous and hospitable service to the public in the way of lodging, food and other amenities and accommodations. The Union agrees that it will not call, engage in or sanction any strike, sympathy strike, work stoppage, slow down, picketing, sit down, boycott, refusal to handle merchandise, or any other interference with the conduct of the Employer's business for any reason whatsoever, including organizational picketing. This shall include dealings by the Employer with non-union suppliers, deliverymen, organizations, or other employees not covered by the Agreement.

20.02. Action By Union.

Should any of the activities prohibited by this Article occur, the Union shall immediately:

- (a) Publicly disavow such action by the employees:
- (b) Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately. Should such employees refuse to follow the Union's direction to cease such activity and return to work within one(1) hour of receipt of such direction, the Union will allow the Employer to take disciplinary action against such employees; and
- (d) Provide notices to the Employer to post on the appropriate bulletin board advising that it disapproves such action, and instructing employees to return to work immediately.

20.03. Lockout.

The Employer agrees that, during the term of this Agreement, it shall not lockout any of the Employees in the defined bargaining unit.

20.04. Action By Employer.

The Employer shall have the right to maintain an action for damages resulting from the Union's violation of these provisions. Any claim by the Employer for damages resulting from any violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement. While disciplinary action taken against employees for violating this Article or any other provision of this Agreement is subject to the grievance clause hereof, the Employer is entitled to seek injunctive relief against any strike in violation of the Article pending the decision

of an arbitrator. Grievances over disciplinary action taken against employees found to have violated this Article shall be limited to the issue of whether or not the employee in question actually engaged in the prohibited activity. If the Employer determines that an employee engaged in an activity prohibited under this Article, any disciplinary measures taken by the Employer against the employees must be left unmitigated.

ARTICLE 21: MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.01. Rights.

It is agreed that the Employer alone shall have the authority to determine and direct the policies and method of operating the business without interference by the Union, except as otherwise expressly provided for or required by the Agreement. Except to the extent abridged, delegated, granted, limited or modified by specific provision of this Agreement, the Employer retains all following rights, powers and authorities that the Employer had prior to the signing of this Agreement, including but not limited to: the right to close its business or any part thereof; to discontinue or automate processes or operations; to determine the qualifications for new employees and to select its employees; to determine work schedules; to determine the number and type of equipment, material and supplies to be used; to hire, promote, transfer, assign in accordance with past practice; lay off and recall employees to work in accordance with this Agreement; to discipline employees for just cause (i.e., reprimand, suspend or discharge); to determine the assignment of work; to schedule the hours and days to be worked on each job and each shift; to discontinue, transfer, subcontract or assign all or any part of its business operations; to control and regulate or discontinue the use of supplies, equipment and other property owned or leased by the Employer; and otherwise generally to manage the business and direct the workforce. The Employer shall determine the size and composition of the workforce in all job classifications on all shifts. The Employer shall meet with a committee of employees in a particular department or restaurant before mass scheduling to obtain the employees views on how the Employer-determined jobs shall be scheduled. The Employer retains the right to make the final decision, but the employees' proposal will receive full consideration. Any grievance over whether the action of management is contrary to the terms of the Agreement may be taken upon Article 18.

21.02. Rules and Posting.

The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of employees, provided that such rules, regulations and procedures are not inconsistent with any provisions of the Agreement. The Employer shall make such rules available to employees and the Union upon request so that all employees affected thereby and Union representatives may have an opportunity to become familiar with them. The Employer shall post and maintain any such rules in such places within its establishment so that all employees affect thereby and Union representatives may have an opportunity to become familiar with them. As business demands may dictate changes in company policies and procedures, the Employer will give the Union 30-days notice of any applicable changes, unless circumstances render such notice impractical, in which case notice will be given as soon as practicable. The reasonableness of any rules, regulations and procedures provided herein is subject to the grievance procedures of this Agreement. The parties agree that all Hotel and Department Rules, policies, procedures and provisions of the Employer in effect at the time of the execution of this Agreement are accepted by the Union as effective and binding.

ARTICLE 22: COURT APPEARANCE AND JURY DUTY

22.01. Court Appearance.

Employees required to appear in court, administrative hearings, or at the police department on behalf of the Employer during their normal working hours shall receive their straight time rate of pay for hours lost from work, less witness fees received. If an employee appears in court, administrative hearings, or at the police department on behalf of the Employer on his days off or after normal working hours, he shall receive his straight time rate of pay for the hours spent in such appearances, less the witness fees received, but such time shall not be considered as time worked for any purposes under this Agreement.

22.02. Jury Duty.

A Regular Full-Time or Part-Time employee who has completed thirty (30) continuous days of employment with the Employer and who is required to serve on a jury and loses work time because of such service shall be paid the difference between the jury fee received and his straight-time rate of pay for not more than eight (8) hours per day. This Section shall apply only with respect to an employee's regularly-scheduled days of work and shall not be applicable with respect to days which the employee was not scheduled to work. Payment for such service hereunder shall be limited to not more than thirty (30) days in any calendar year. At the request of the Employer, the employee shall furnish satisfactory evidence of such service for which he claims payment hereunder. No employee, after having served on jury duty or having been required to stand by for same at the courthouse, shall be required to report for work prior to eight (8) hours after completion of his jury service, unless his jury service ended in time for him to report for a regularly-scheduled swing shift beginning no later than 4:00 p.m. and ending no later than 12:00 midnight. This Section shall not apply with respect to any jury summons received by an employee prior to his date of hire.

ARTICLE 23: SUCCESSORSHIP AND SUBCONTRACTING

23.01. Successors and Assigns.

In the event that the Employer sells or assigns his business or in the event that there is a change in the form of ownership, the Employer shall give the Union reasonable advance notice thereof in writing and shall make all payments which are due or shall be due as the date of transfer of the business for wages for employees covered by this Agreement. In addition, the Employer shall be responsible for earned vacation payments for each employee covered by this Agreement.

The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, he will obtain from successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union.

23.02. Subcontracting.

It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement and employed on a regular basis. Therefore, no work customarily performed by Union employees shall be performed under any sublease, subcontract, or other agreement unless the terms of any lease, contract or other agreement specifically state that (a) all such work shall be performed only by members of the bargaining unit covered by this Agreement, and (b) the Employer shall at all times hold and

exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement. Any sublease, subcontract or other agreement for the performance of cleaning or janitorial services presently performed adequately by members of the bargaining unit shall first require the approval of the Union. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for use in its establishment convenience foods, prepared frozen foods, pre-mixed salads and peeled vegetables.

Notwithstanding the foregoing, the Employer may lease space for up to five (5) food and beverage operations, which total includes the present four operations of (1) Johnny Rockets; (2) The Beach; (3) the former "Pearl" location (which is to be converted to a sports bar); and (4) the empty coffee shop location (which is being considered for an Asian theme restaurant). This leaves the Employer with one more non-Union operation, for a total of five operations.

- (a) Existing food and beverage outlets will continue in operations at substantially the same number of hours of operations subject to normal seasonal and weather changes.
- (b) No employee on the Employer's bargaining unit payroll as of the effective date of such leased restaurant operation will suffer a layoff or reduction in hours as a result of the leased operation.
- (c) The employer will notify the Union of its intention to lease space to a restaurant operator and the name and address of the operator within (i) 30 days before the lease is to commence; or (ii) what the contract with the vendor provides; or (iii) the amount of notice that is actually provided in the case of a lease termination. The Employer will provide the requisite notice to the Union within 7 days of the events contemplated in sections (ii) and (iii), whichever occurs sooner. With respect to replacing the departing vendors with new tenants, GSR will notify the Union of the particulars of the replacement tenant within 30 days after GSR and the replacement tenant enter into a valid and binding contract.
- (d) The leased food and beverage operation must be independent of the Employer. There shall be no room service or banquet functions of the Hotel serviced from the leased operation.
- (e) The Employer will arrange and participate in a meeting with the operator of the leased facility and the Union to determine whether the operator will sign a neutrality/card check agreement acceptable to the Union.
- (f) If an unfair labor practices complaint is issued against the operator of the leased restaurant or its agents by the National Labor Relations Board, then Article 19 of this Agreement, Prohibition of Strikes and Lockouts, will not have any application to actions whose object is the leased food and beverage facility or its operator or employees.
- (g) If the Employer's premises have a physical expansion exceeding fifty thousand (50,000) sq. ft. on the current footprint of the Hotel, the Employer may lease an additional two (2) food and beverage operations based on the same conditions in this Article.

23.03. Transfer and Sell.

In the event the Employer agrees to sell or assign its business or in the event there is a change in the form of ownership, the Employer shall give the Union notice thereof in writing with in

fifteen (15) days of the first non-refundable deposit made by the other party or parties to the transaction and shall set up a meeting between the prospective buyer and the Union.

The Employer shall make all payments which are due or shall be due for wages for employees covered by this Agreement as of the date of transfer of the business. In addition, the Employer shall be responsible for earned unused vacation payments for each employee covered by this Agreement unless the buyer assumes such liability.

23.04. Nikki Beach, Pearl, and Dolce.

The tenants previously operating "Nikki Beach," "Pearl," and "Dolce" locations have vacated or are about to vacate the respective premises. New tenants have begun operating the former Nikki Beach location as "The Beach," a non-Union venue. The Union agrees that the tenant may continue so operating "The Beach," without any objections or disputes by the Union. The Employer is considering the opening of a non-Union sports bar and lounge, which would contain food and gambling operations, at the location previously occupied by "Pearl." The Union agrees that the Employer may so operate at the former "Pearl" location without any objections or disputes by the Union.

The Employer is presently in discussions with Charlie Palmer who may assume the "Dolce" location. Such assumption will convert the location from non-Union to Union, which will create approximately 20 new Union positions. The employees working at the new Charlie Palmer location (old "Dolce" location) will be the Employer's employees and will, therefore, be covered under this Agreement. The Employer may make work rules for employees working at Charlie Palmer that are different from the rules applicable to employees in other food and beverage venues, so long as those rules are consistent with this Agreement.

The Union agrees that this Article 23 became effective on June 4, 2009, regardless of the fact that the parties had not yet executed the rest of the Agreement, and that the Employer could allow the operation of "The Beach" by another tenant without awaiting ratification of the entire Agreement. The Union represents that it has not and will not file an unfair labor practice charge in connection with the operation of "The Beach" pursuant to this paragraph.

ARTICLE 24: TERMINATION

24.01.

The Agreement shall be in full force and effect for eighteen (18) months from June 10, 2009, which is the date when the Union ratified the Agreement. Accordingly, the Agreement shall expire on December 10, 2010.

ARTICLE 25: MISCELLANEOUS ITEMS

25.01. Bakery Reduction in Force. The Employer has the right to conduct a reduction in force in the Bakery (and even eliminate the bakery altogether) as business needs dictate. The Employer agrees to place the affected Union employees in available positions for which they are qualified, if any, which are open at the time of lay off. To be eligible for placement in these alternative open positions, the employees must require no more than minimal training. The agreement to place employees in alternative positions applies only to the Union employees currently working in the Bakery. Laid off Bakery employees will have 24-month recall rights in

the event the Employer (or its successor) decides to re-open the bakery. These 24-month recall rights extend only with respect to the Bakery employees who are being laid off as a result of the reduction in force in the Bakery (or the Bakery's elimination) and are not precedent-setting or applicable to any other situation. Employees will be recalled to their regular job classification in accordance with their house seniority, provided that they have the qualifications to perform satisfactorily the work available in their regular job classification.

25.02. Change in Room Attendant Credits Calculation. The necessary daily room credits will be increased from 15 to 16. The credit values for the various rooms will be changed as set forth in the schedule attached to this Agreement as **Exhibit 4**.

25.03. Change in Hours of Starbucks' Operation. Working hours can be contracted or extended as business requires at the Employer's unilateral discretion because any such determinations are within the Employer's management rights.

25.04. Migration of Late Night Room Service to 2nd Street Express. The Employer has unilateral discretion to decide from where to provide room service because any such determinations are within the Employer's management rights.

25.05. Closure of Café Sierra during the Graveyard Shift. The Employer has unilateral discretion whether to have a particular venue open and what the venue's operating hours would be because any such determinations are within the Employer's management rights.

25.06. Other Employment. Except as otherwise provided in this paragraph, employees are not allowed to work another job while on leave from the Employer, including self-employment, without approval by the Employer. Employees are not permitted to work another job during the hours of their regular schedule with the Employer. An employee will be considered terminated on the day he/she begins new/concurrent employment in violation of this paragraph.

Employees may, however, work for another employer outside the hours when they are scheduled to work for the Employer, if the second employment does not interfere with and adversely affect the employees' duties for the Employer. Additionally, employees who are on FMLA leave may hold other jobs to the extent these jobs are not inconsistent with the reasons for which the employee sought FMLA leave. Finally, when employees are granted leave for to conduct Union business or participate in Union meetings, their activities on behalf of the Union shall be deemed to have been approved by the Employer for purposes of this paragraph.

25.07. Immigration. In the event that a post-introductory employee has a problem with his or her right to work in the United States, the Employer shall notify the Union a reasonable time after the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem to see if a resolution can be reached. However, the Employer may take any appropriate action before conducting the meeting.

A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be reinstated to his or her former classification without loss of prior seniority if the employee produces proper work authorization within twelve (12) months of the date of termination and shows, to the Employer's satisfaction, that the employee lost his or her work authorization through no fault of the employee.

Employees do not accrue vacation or other benefits based upon particular plan policies during such loss of employment. In such a case, where the employee lost their employment through no fault of the employee, the Employer will rehire the employee into the next available opening in the employee's former classification, without loss of seniority, upon the former employee providing proper work authorization within a maximum of twelve (12) months from the date of termination.

This new immigration policy is in no way intended to alter the interpretation or application of other applicable Employer policies (e.g., the obligation to provide proof of an employee's legal right to work in the United States, falsification of company records, etc.) These policies shall remain in full force and effect (as they may vary from time to time), and the Employer reserves every right to take action (up to and including employment termination) for violation of these policies.

25.08. New Classifications. The Employer may implement a new classification, in Café Sierra and elsewhere, which will be expediter/runner/backserver. The Employer will have the discretion to eliminate the position if practice shows that the position does not add the contemplated value. The position will be paid the equivalent of the pay for front servers at Charlie Palmer - \$6.55 or \$7.55 (effective July 1, 2009), depending on which tier minimum wage applies. Additionally, the Employer may add a wine runner, who will be a Union member and will be compensated at \$8.50 per hour. The Employer expects to hire the employee on a part-time basis, but will have the discretion to vary the employee's schedule from part time to full time as business needs require.

25.09. Snack Cart and Beverage Stations. The Employer may implement a cart serving Danish, snacks, and hot beverages on the casino floor for 2-3 hours in the morning and 2-3 hours in the afternoon. The cart will be serviced by the slot ambassadors on duty in the morning and the slot associates on duty in the afternoon. The cart will not operate for more than 6 hours per day.

The Employer may also implement 3-5 self-serve non-alcoholic beverage stations at select locations on the casino floor. The stations will be available 24 hours per day, 7 days per week and will be stocked and cleaned by Union employee(s). The Employer has the discretion to determine the locations of these stations.

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25.10. Wage Freeze. The wages in effect at the time when the parties execute this Agreement will remain frozen for the duration of this Agreement. This wage freeze also applies to any new classifications that the Employer may implement as provided in the Agreement.

25.11. Bartender and Cocktail Server Work Rules. The work rules attached hereto as **Exhibit 5** shall apply to all Banquet Bartenders and Banquet Cocktail Servers.

IN WITNESS WHEREOF, there parties hereto, by there duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

By:

Shirley S. Agan

By:

Kim Kline

Its:

V.P. of Human Resources

Its:

Chief Negotiator

EXHIBIT 1

Classification	Pay Rate*	
	Full Time	Part Time/On- Call
		(if diff from FT)
Baker	\$ 11.45	
	\$ 11.95	
	\$ 12.50	
	\$ 13.00	
	\$ 14.40	
	\$ 15.10	
	\$ 15.70	
	\$ 15.95	

Baker's Helper	\$ 8.70	
	\$ 8.95	
	\$ 9.45	
	\$ 10.45	
	\$ 10.95	

Banquet Bar Runner	\$ 9.20	
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Banquet Bartender	\$ 7.25	\$ 8.25
	\$ 11.30	

Banquet Captain	\$ 7.25	
	\$ 7.40	
	\$ 7.70	

Bar Helper	\$ 8.25	
	\$ 8.30	

Bar Porter	\$ 8.25	
Graveyard Pay Rate	\$ 9.25	

Bartender	\$ 8.00	\$ 8.25
	\$ 8.45	
	\$ 8.60	
	\$ 8.75	
	\$ 8.90	
	\$ 10.25	


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	\$	10.40	
	\$	10.85	
	\$	11.00	
	\$	11.45	
	\$	11.60	
	\$	12.05	

Bell Dispatch	\$	8.70	
	\$	8.95	

Bell Person	\$	8.25	
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Booth Cashier	\$	8.45	
	\$	8.70	
	\$	8.95	
	\$	9.20	
	\$	9.70	
	\$	10.45	
	\$	10.95	
	\$	11.95	
	\$	12.55	
	\$	13.00	


Bread Server	\$	9.45	
	\$	9.95	

Bus Person	\$	8.25	
	\$	8.45	

Butcher	\$	12.55	
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Cafeteria Aide	\$	8.70	
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Charlie Palmer			
Lead Bartender	\$	12.05	
Back Server-Fin Fish	\$	7.25	
Reservationist/Host	\$	12.00	
Gardemanger (Cook I)	\$	11.45	
Prep Cook	\$	9.45	
Line Cook (Cook II)	\$	13.00	

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Cocktail Server	\$ 7.25	\$ 8.25
Cocktail Server Trainer	\$ 10.00	

Cook I	\$ 10.75	
	\$ 10.95	
	\$ 11.45	
	\$ 11.95	

Cook II	\$ 11.45	
	\$ 11.45	
	\$ 12.55	
	\$ 13.00	
	\$ 13.55	

Cook's Helper	\$ 8.25	
	\$ 8.70	
	\$ 9.45	
	\$ 9.70	
	\$ 10.45	

Dishwasher	\$ 8.25	
	\$ 8.95	
	\$ 9.20	
	\$ 9.45	
	\$ 9.95	
Event Porter	\$ 8.70	
	\$ 8.95	
	\$ 9.45	
	\$ 9.70	
	\$ 10.45	
	\$ 10.95	
Food & Beverage Cashier	\$ 8.45	
	\$ 8.95	
	\$ 8.95	
	\$ 10.45	
	\$ 10.45	
	\$ 11.45	
Food Runner	\$ 8.25	
	\$ 9.20	
Food Server	\$ 7.25	\$ 8.25
Graveyard-Café Sierra	\$ 10.00	

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Initialed

Sidewalk Café	\$	10.00
Guest Room Attendant	\$	8.25
	\$	8.45
	\$	8.70
	\$	8.95
	\$	9.20
	\$	9.45
	\$	9.70
	\$	10.45
Host	\$	8.25
	\$	8.45
	\$	8.70
	\$	9.20
	\$	9.45
	\$	9.95
	\$	10.95
Laundry I	\$	8.25
	\$	8.45
	\$	8.95
	\$	9.70
Laundry II	\$	8.25
	\$	8.45
	\$	8.70
	\$	8.95
	\$	9.45
	\$	9.70
	\$	10.45
Laundry III	\$	9.95
	\$	10.95
Lead Event Porter	\$	10.45
	\$	11.95
Lead Host	\$	10.95
	\$	11.45
	\$	12.55
Liquor Room Attendant	\$	8.95
	\$	9.20
	\$	9.70
Porter	\$	8.25
	\$	8.95
	\$	9.20
	\$	9.45

KK, *[Signature]*
Initialed

	\$	9.70	
	\$	9.95	
Reserve Wine Bar Host/Server	\$	14.00	
Saucier	\$	13.55	
	\$	14.20	
Scrub Captain	\$	7.25	
Seamstress	\$	10.45	
Service Bartender	\$	8.60	
	\$	8.75	
Slot Associate	\$	8.25	
	\$	8.45	
	\$	9.20	
	\$	9.45	
	\$	9.70	
	\$	9.95	
Snack Bar Attendant	\$	9.50	
	\$	9.70	
Graveyard Attendant	\$	9.50	
Lead Barista	\$	10.00	
Lead Attendant	\$	10.00	
Steward Supervisor	\$	10.95	
	\$	12.55	
	\$	13.00	
Utility Cleaner	\$	8.25	
	\$	8.95	
	\$	9.45	
	\$	9.70	
	\$	10.95	
Utility Porter	\$	8.25	
	\$	8.70	
	\$	9.45	
	\$	10.45	
Graveyard PAH Utility	\$	9.25	

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KK
Initialed

EXHIBIT 1 SIGNATURE PAGE

IN WITNESS WHEREOF, there parties hereto, by there duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

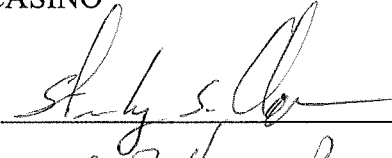
EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

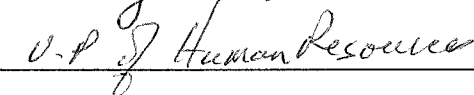
By:



By:

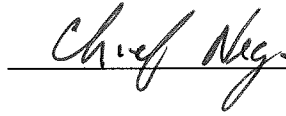


Its:



V.P. of Human Resources

Its:



Chief Neg.

EXHIBIT 2

CHECK-OFF AGREEMENT

1. Pursuant to the Union Security provision of the Agreement between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT AND CASINO (hereinafter referred to as the "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each month Union membership dues (including initiation fees, fines and assessments) from the pay of those employees who have authorized such deductions in writing as provided in this Check-Off Agreement. Such membership dues shall be limited to amount levied by the Union in accordance with its Constitution and Bylaws. Deductions shall be made only for those employees who voluntarily submit to the hotel employing them the original or a facsimile of a written authorization in accordance with the "Authorization for Check-Off of Dues" form set forth below. It is the Union's responsibility to provide the employees with this form.

On and after the date this Agreement is ratified by employees represented by the Union, the required authorization shall be in the following form:

PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ ("Union") in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as hereinabove provided, irrespective of whether I am a Union member.

Signed _____

Social Security No. _____

The Employer shall continue to honor authorization in the following form executed by employees prior to the date this Agreement is ratified by employees represented by the Union:

K.K. /
Initialed

PAYROLL DEDUCTION AUTHORIZATION

Date _____

1. I, the undersigned, a member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ ("Union") in accordance with the Constitution and Bylaws of the Union.

2. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending a written notice to both the Employer and _____, by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable Check-Off from year to year unless revoked as herein above provided.

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.

4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which in incomplete or in error will be returned to the Union by the Employer.

5. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.

6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to Banquet workers.

7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.

8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their Social Security numbers, for whom such deductions have been made. The

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information shall be in computer readable electronic form, in any one of the following media:

1. 3-1/2" diskette in Formatted Text (Space Delimited) format or other electronic format, including thumb/jump drive, CD ROM in Formatted Text (Space Delimited), etc.

The report shall contain header information and be set up so that position "1" is the first position (not position 0). The positional formatting shall be as follows:

Positions 1-13:	Social Security Number with the dashes
Position 14-54:	Name as Last Name, First Name
Position 55-60:	The dollar amount of the remittance without a dollar sign, Left justified, and with the minus sign in front for negative Amounts (such as -30.00)

The remittance shall be forwarded to the above-designated financial officer not later than the twentieth (20th) of the month, for the deduction from the first paycheck (prior to the fifteenth {15th} of the month) received by the employee for the month the dues are being paid.

10. Any employee whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.

11. In the event any employee shall register a complaint with the Employer alleging his/her dues are being improperly deducted, the Employer will make no further deductions of the employee's dues. Such dispute shall then be reviewed with the employee by a representative of the Union and a representative of the Employer.

12. The Employer shall not be liable to the Union by reason of the requirements of this Check-Off Agreement for the remittance of payment of any sum other than that constituting deduction made from employee wages earned.

13. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

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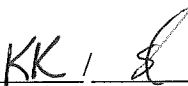

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EXHIBIT 2 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

By:

Shirley S. Agre

By:

Kim K. K.

Its:

V.P. of Human Resources

Its:

Chef Ng

EXHIBIT 3

POLITICAL ACTION COMMITTEE

The Employer agrees to honor political contribution deduction authorization from its employees, in the following form:

I hereby authorize the Employer to deduct from my pay the sum of \$1.00 per month and to forward that amount to the Unite Here TIP Campaign Committee. This authorization is signed voluntarily and with the understanding that the Unite Here TIP Campaign Committee will use this money to make political contributions and expenditures in connection with Federal elections.

I am aware of my rights to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Unite Here TIP Campaign Committee at 275 Seventh Avenue, 11th Floor, New York, New York 10001 and to the Employer.

The political contribution shall be made once each month during which an employee who has performed compensated service as in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the Unite Here TIP Campaign Committee at 275 Seventh Avenue, 11th Floor, New York, New York 10001, accompanied by a form stating the name and social security number of each employee for whom a deduction has been made, and the amount deducted.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that shall arise out of or by reason of action by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

Employees who revoke their authorization will not have a subsequent authorization honored by the Employer until the commencement of the following calendar quarter, at the earliest.

IN WITNESS WHEREOF, there parties hereto, by there duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

By: 

By: 

Its: *V.P. of Human Resources*

Its: *Chief Neg.*

MEMORANDUM OF AGREEMENT

Banquet Captains

Definitions

Coffee functions are defined as coffee breaks, continentals with no table set-up, continentals with table set up for less than three hundred (300) guests, beverage and snack-only breaks, working lunches, snack bars, bag lunches for less than five hundred (500) guests, and roll-in receptions.

Total Event Catering is defined as all off-property Food and Beverage functions not sponsored by the Employer.

Captain is defined as a supervisor to Banquet Servers.

Servers are defined as an employee not hired by the Banquet Department as Captain.

Captain Scheduling

The Banquet Managers will be responsible for scheduling Captains for banquet functions.

Banquet Captains are scheduled for food functions before all other personnel, excluding Coffee functions and Total Event functions. Captains are scheduled by Banquet Captain seniority, with the most senior Captain scheduled for one (1) function per day first. Captains are scheduled up to two (2) shifts each day (doubles).

It is the Banquet Manager's responsibility to designate which Captains are the Lead Captains. The Lead Captains will be rotated on an equitable basis depending on availability of Captains that day. All Lead Captains scheduled by management will receive 1.5 shares of the gratuity. The number of Lead Captains will be determined by the Standard Count Table of this Memorandum of Agreement.

All other Captains will be scheduled by management to control excessive hours worked by a Captain to provide coverage for understaffed events or, if neither are necessary, to maximize contributions to the Captain's pool.

All Captains not scheduled as Lead Captains by management will be signed up in Core or Server slots and will receive 1.0 share of the gratuity. Captains retain the responsibility of their job position whether working as a Lead Captain or a Food Server.

Work distribution

The Banquet Managers will determine how many Captains are necessary for the day and will schedule Captains unless a Captain has asked for one-half (1/2) day off. If there are not enough Captain or Server slots to work all Captains that day, Captains will be scheduled by job position seniority.

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Each food function must have supervising Captains. If possible, all Captains available will be scheduled for at least one (1) shift per day. All available Captains will be scheduled for two (2) functions per day before Core or Servers are scheduled.

Banquet Managers will be solely responsible for scheduling Captains-in-training (Scrub Captains) to enhance development.

Some Captains may not be booked for the day.

Captains will not be signed up for less than two (2) functions per day unless:

- they write the day off on the scheduling calendar;
- they sign up for one-half (1/2) day off on the scheduling calendar;
- the Banquet Manager determines that one (1) party to which a Captain has been assigned will require the maximum amount of work an employee is able to do in one (1) twelve (12)-hour day.;
- there are not enough functions to schedule the Captains for two (2) functions per day, in which event the most senior Captain is given first chance to have one (1) shift for the day.

Captains who not able to fill their schedule of two (2) functions per day in Captain assignments per "Standards per Function" will fill their schedule in Core or Server assignments.

After being scheduled for a shift, a Captain can request to be cancelled on that shift if management feels there is sufficient coverage and ample opportunity to replace that Captain. All other rules apply to this change. Captains may exchange shifts with other Captains with management approval.

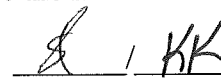
Pop-up Functions

In the event of a Pop-up function, the Captains will be scheduled by Banquet Managers. A Captain asked to work less than twenty-four (24) hours prior to the scheduled shift time may refuse the function the first time without going to one-half (1/2)-day gratuity.

If all Captains available have been asked to work, the least to most senior Captains available will be asked again and will then go to one-half (1/2)-day gratuity split if they cannot work. The Banquet Manager retains the right to insist the Captain work if no other Captain is available or if the Captain is the last to write his/her name off in the scheduling calendar.

Cancellations/Count Drops

In the event of cancellations or count drops, Captains will be moved to other functions that day, least senior to senior, displacing any employee except another scheduled Captain. If Captains choose not to displace a Server, they will be subject to the one-half (1/2)-day rules stated below. If there are no Servers working and the count drops, the early out rules set forth below will apply. If a function cancels and no Servers are working, Captains will have the shift off.


Initialed

Days Off

Banquet Captains may request days off for the following week commencing on Sunday by writing their requests on the Banquet Manager's calendar prior to Wednesday of the preceding week. Captains may also request up to two (2) one-half (1/2) days off per pay period. Captains will be allowed only additional one-half (1/2) days off with permission from the Captain-scheduling Banquet Manager. Banquet Managers may deny all requests if business warrants.

Gratuity Pooling

All Captain gratuities, whether or not the Captain is designated as a Captain or a Server for the shift, go into the Captain's gratuity pool for the day. Client Gratuities above the contractual amount which are added to the check or left post-function are split only among the Captains who work that function. Gratuities specified by the client to go to an individual Captain are not included in the split.

Employees hired as Banquet Captains will pool gratuities which will be on a twenty-four (24)-hour basis (defined as call-in times started after midnight to call-in times before midnight) among Captains who worked that day. All Captains' shares of a function gratuity will go into the Captain pool. A Captain will receive a full share of that gratuity pool for the days worked if available to work any shift.

A Captain will be paid only one-half (1/2) the tip for the day, with the remaining one-half (1/2) going into the Captain gratuity pool to be divided equally among the Captain, if:


1. the Captain calls in or cancels a scheduled shift for any reason; or
2. the Captain requests one-half (1/2) day off, resulting in the Captain working only one (1) shift for the day and there is more than one (1) Captain working that day. Captains on the Captain's rate-per-hour shift will receive a full share of the gratuity if they work another function that day contributing to the gratuity pool. If they do not work to contribute to the pool, they will not receive a share of the gratuity pool for the day.

Multiple Function Pooling

If a Captain is in charge of more than one (1) concurrent function, those functions' gratuities will be pooled together. The functions will be posted for scheduling as pooled functions. The Captain gets 1.5 share gratuity of the pooled total.

Early/Late Captains

One Captain appointed by the Banquet Manager will review the schedule and adjust Captains for opening and closing using the following guidelines:


Initialed

- Lead Captain will always open. The schedule will be checked so that Captains on breakfast the next day will not close. Captains on singles for the day will arrive at the scheduled time and close the function. If an individual function lasts over six (6) hours and two (2) or more Captains are scheduled on singles, the Captains may split the shift.
- Closing Captains will arrive no later than one (1) hour prior to the meal service.
- If all Captains are on doubles, the closing Captains will be assigned least senior to most senior, excluding the Lead Captain. Only the necessary number of Captains will remain to close.
- The closing Captains will be released from the luncheon function early, if possible.
- There will be one (1) closing Captain per forty (40) Servers.
- The schedule will be re-checked each day to adjust for management changes to the schedule.
- Efforts will be made to adjust the schedule to equal out hours for the day, on the assumption that the Lead Captain will clock in one (1) hour prior to a large party.

Captains scheduled as Servers will be included in the early/late rotation.

Miscellaneous

Captains may clock in early with pay to prepare for upcoming functions. Captains may request volunteers among the Serving crew to come in early for functions. Mandatory time changes for Servers will be handled solely by Banquet Managers. Monetary designations have been used to determine the counts set forth below because they regularly denote VIP status of menus, guaranteeing superior service for those functions. Management has the right to adjust scheduling to control excessive hours worked by a Captain or to provide coverage for understaffed events.

Standard Count Table for maximum Captains plus Servers per function

Standard Servers and Captains working a function, excluding training sessions for individual Servers at training wage, with no gratuity. Captains will be scheduled to oversee each function according to the following table. The following are maximum counts:

Buffet and sit down meal function	*Menu cost per meal non-inclusive	**Servers per set count	Lead Captains per set count if available
Continental	Standard retail	1/40	1/1000
Breakfast 1	Over \$24.99	1/22	1/300
Breakfast 2	Under \$25.00	1/25	1/600
Lunch 1	Over \$29.99	1/22	1/300

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Lunch 2	Under \$30.00	1/25	1/600
Dinner 1	Over \$49.99	1/16	1/100
Dinner 2	Under \$50.00	1/20	1/600

Reception counts include all Captains in Server-per-guest count.

Reception	Menu cost per guest non-inclusive	Number of Servers per guest by guarantee	Lead Captains per guest by guarantee
Reception 1	\$100.00 or more	1/25	1/100
2	\$50.00 – 99.99	1/50	1/300
3	\$5.00 – 49.99	1/80	1/600
4	\$0.00 – 4.99	Server \$ 12.00/hour Count per management	1/1000 All Captains signed up receive \$15.00/hour
Bag lunches over 500 guests	Standard retail	1/80	1/800
Bar only events		Server \$ 12.00/hour	No Captain

* In the event of special reduced prices, gratuity will be based on standard retail prices and, therefore, will be staffed according to retail. Costs not to include liquor. Per meal indicates amount of meals guaranteed by client on Banquet event order.

** Set count for scheduling purposes not to exceed five percent (5%) of guarantee.

Captain seniority by job classification

	<u>Employee Number</u>
Maria Delgado	54020
Charity Crouch	81894
Rigaberto Reyes	55876
Ismael Fernandaz	83117
Colter, Bill	89280
Duey, Leanne	89281

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT

CULINARY WORKERS UNION LOCAL 226

By: [Signature]

By: [Signature]

Its: V.P. of Human Resources

Its: Chief Neg.

MEMORANDUM OF AGREEMENT

Banquet Food Servers – Work Rules

THIS AGREEMENT is made and entered into this 19th day of November, 2010, by and between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT (hereinafter referred to as “Employer”) and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as “Union”), and attached to and made a part of the Collective Bargaining Agreement.

1. The Banquet Food Servers Core List will be comprised of up to fifteen (15) employees.
2. Scheduling will be done in order of seniority, first from the Core List, then from the “A” list.
3. Scheduled events for the upcoming week will be posted in the Banquet Office.
4. Core List Banquet Servers must sign up for work on the Server Sign-Up Sheet at sign-ups on Wednesday at 11 a.m.
5. Core List Servers and Captains must be available for a minimum of forty (40) hours per week when business needs warrant.
6. Work will be assigned to those Core List Servers who have not signed up for work five (5) days prior to the function and who do not have at least forty (40) hours per week.
7. All event service charge distributions will be posted in the Banquet Office and at the Red Table within seventy-two (72) hours of the event.
8. Employees must sign in and out, and must notify management immediately of any discrepancies in the posted gratuity sheets.
9. The Company will disclose menu items in the BEO (example: steak, chicken, fish or pretzels).
10. The Company will have a designated stationary sign-up area for each function, which will be located in the Convention Gray Area.
11. Core List Servers and “A” List Servers will be scheduled by seniority. “B” List Servers will be scheduled by rotation.
12. Servers who leave the Core List but wish to continue working will move to the top of the “A” List.

 g / *KIL*
Initialed

13. Any function that is scheduled within seventy-two (72) hours preceding the function shall be considered a pop-up event. Pop-up events will be scheduled by expedient seniority.

EMPLOYER:

WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT

By: *Shirley S. [Signature]*

Its: *V.P. of Human Resources*

UNION:

CULINARY WORKERS UNION LOCAL 226

By: *K. K. [Signature]*

Its: *Chief Neg.*

MEMORANDUM OF AGREEMENT

Scheduling of Banquet Food Servers

Banquet Food Servers may be required to call a designated number reserved exclusively for banquet scheduling each week to advise the Scheduling Coordinator (or leave a message) of his/her availability for the upcoming workweek.

The Scheduling Coordinator will notify Banquet Food Servers of their upcoming weekly schedule by phone. It is understood that if the Coordinator is unable to reach the Banquet employee personally, and cannot leave a message, the Coordinator may proceed to the next Banquet employee on the list for distributing banquet food function assignments.

The Scheduling Coordinator shall allow a reasonable amount of time for Banquet Food Servers to respond to messages that are left with an individual or on a telephone-answering device.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT

CULINARY WORKERS UNION LOCAL 226

By: Stacy S. [Signature]

By: Kurt Kr [Signature]

Its: V.P. of Human Resources

Its: Chief Neg.

MEMORANDUM OF AGREEMENT

Coffee Service


THIS AGREEMENT is made and entered into this 19th day of November, 2010, by and between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT (hereinafter referred to as "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as "Union"), and attached to and made a part of the Collective Bargaining Agreement.

The parties hereby agree to the following terms:

Coffee Service shall be responsible for the following:

1. All bag lunches for under five hundred (500) people;
2. All working lunches;
3. All roll-in Continental Breakfasts;
4. All roll-in Theme Breaks;
5. All Deli lunches for fewer than sixty (60) people;
6. All roll-in breaks that are not full sit-down service, other than receptions and/or pop-ups, which shall continue to be at management's discretion;
7. Coffee Service Department shall have a Coffee Core List of not more than three (3) people. The Core List must be available for the Coffee Department functions before the Banquet Department, and shall be accessed prior to any other crew for scheduling extras.
8. The Coffee Captains shall receive the same tip as the rest of the crew.
9. Opportunities for promotion to the supervisory position shall be offered within the Department whenever possible.
10. The Company will make available all equipment necessary for personnel to complete assigned duties and tasks.
11. The Coffee Department is responsible for set-up and break-down of Coffee Department functions.

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12. The Coffee Department is responsible for ordering and/or stocking of supplies for all Department functions.

EMPLOYER:

WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT

By: *Shirley S. [Signature]*

Its: *V.P. of Human Resources*

UNION:

CULINARY WORKERS UNION LOCAL 226

By: *Ken [Signature]*

Its: *Chief Neg.*

SIDE LETTER # 1

Slot Techs

After passing a probationary period of three (3) months, all new hires who have past experience of two (2) years or more in the industry (or a similar industry) as a Slot Tech will have the opportunity to take a test for the purpose of determining their skill level. If the employee passes the test, he will become a Slot Tech I when a position becomes available. All new hires with less than two (2) years of experience in the industry (or similar industry) who fail to pass the test must complete a two (2)-year training period as an Apprentice Slot Tech.

After completing two (2) years as a Slot Tech I, the employee will have the opportunity to take a test to determine their skill level. If the employee passes the test, he will be promoted to a Slot Tech II when a position becomes available.

After passing the probationary period, all new hires that have four (4) years of experience or more in the industry as a Slot Tech will have the opportunity to take a test to determine their skill level. If they pass the Slot Tech II test, they will be promoted to a Slot Tech II when a position becomes available. If they fail the Slot Tech II test, they will have the opportunity to take the Slot Tech I test. If they pass the Slot Tech I, they will be promoted to a Slot Tech I when a position becomes available.

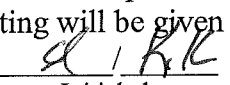
Testing: It is understood that within the Slot Tech craft there are many areas of specialization. With the exception of general knowledge, the test should be consistent within the realm of the employee's work experience.

The test shall consist of two (2) parts:

1. Written Test. The Company will keep a database of standard questions from relevant manufacturing manuals. A study guide will be provided to the employee no less than sixty (60) days before the test is given. A committee from the Union will work with management for the purpose of instituting changes in the testing based on industry changes and standards. All testing will be standardized.
2. Practical Test. Basic knowledge, validators and progressive units, slot machines, slot system components and ticket printers.

An employee must achieve a combined score of seventy-five percent (75%) in order to have passes the test.

Testing will be offered to qualified persons when there is a need for additional Slot Techs. Classification seniority dates will be assigned when a bid is awarded. Seniority ranking will be assigned according to classification seniority within the group that has received a passing score on the test. If there is a ten (10)-point difference on a passing score within the test group, the person who has the better score will receive a classification seniority date before the person who has the lesser score, regardless of classification seniority. No additional testing will be given as


Initialed

long as there is a person who has passed the test and has not been awarded a bid within the classification.

Training. The Company will make every effort to provide on-the-job training. Whenever practical, Slot Tech II level employees will assist and help in the training of Slot Tech I employees. Whenever practical, Slot Tech I employees will assist and help in the training of Apprentice Slot Tech employees.

The Company will provide the opportunity for formal training. The Company will pay for classes that are relevant for the enhancement of job duties and advancement in skills as a Slot Tech.

Employees who have superior skills in an area of knowledge will agree to assist in the training of co-workers for up to a two (2)-week period each year. The Company may request an extension of the training period for an additional three (3) weeks if it is shown to be necessary. The forum of training will be determined in discussions between the employee and the Company.

Number of Slot Techs.

Traditional staffing levels of Slot tech II and Slot Tech I positions will be maintained by the Company, unless the Company request a meeting with the Union and can demonstrate a significant change in the business needs to justify the change.

Wages.

New Hire	70%	\$10.49
Apprentice	75%	\$11.24
One (1) year	85%	\$12.74
Slot Tech I	90%	\$13.49
One (1) year	95%	\$14.24
Slot Tech II	100% of	\$14.99

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT

CULINARY WORKERS UNION LOCAL 226

By: *Stacy S. [Signature]*

By: *Kr Kr. [Signature]*

Its: *V.P. of Human Resources*

Its: *Ch. Neg. [Signature]*

SIDE LETTER #2

INCENTIVE PLAN FOR "BUYING" ROOMS

1. Overtime will be obtained in the order of the following schedule: (1) in advance; (2) same day; (3) buy back (incentive rooms); and, lastly (4) outside of classification.
2. The incentive plan enables Guest Room Attendants to clean additional rooms during their regular eight (8)-hour shift and to receive incentive pay for each additional room cleaned.
3. This plan would be implemented only when Housekeeping is unable to obtain overtime according to the schedule listed in 1 above.
4. At the time when this Agreement was originally executed, a Guest Room Attendant received incentive pay in the amount of Six Dollars and Thirty Cents (6.30) per room. As the time of signing of this version of the Agreement, a Guest Room Attendant receives incentive pay in the amount of Six Dollars and Eighty-Nine Cents (6.89) per room. The room rate will increase annually by the same formula used to reach the original rate of \$6.30.
5. The utilization and/or experience of the incentive plan for "buying" rooms will not result in raising the room cleaning expectations.

Purpose

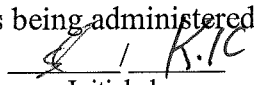
To obtain enough staff to cover any extra room because of (1) inability to obtain overtime in advance or same day overtime, (2) call-ins, and/or (3) unexpected increase in overnight occupancy.

Benefits to the Employee

1. The incentive plan allows the employee to make extra money without having to (1) stay late; (2) incur additional childcare expenses; or (3) worry about finding alternative transportation home.
2. A GRA may elect to "buy" an extra room to clean during her/his regular eight (8)-hour shift and receive incentive pay for it. Or, the GRA may elect to work same day overtime and complete a room(s) after her/his eight (8)-hour shift and receive regular overtime pay for it. There shall be no pyramiding of "incentive" pay or "buy" rooms and overtime.

Considerations

1. Guest Room Attendants must consistently meet standards in order to "buy" rooms(s). If, at any time, a GRA's performance falls below standards as defined by established room standards and based on room inspections, guest complaints and other evaluative measurements, and progressive discipline with regard to quality of work is being administered,


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the GRA will not qualify to "buy" rooms until standards are consistently met for one (1) month.
**This would not necessarily prevent an employee from signing up for regular overtime, but only from doing additional room(s) within an eight (8)-hour period.*

2. No more than three (3) rooms may be "purchased within an eight (8)-hour shift as a matter of right. Additional rooms may be purchased at the manager's discretion.

Implementation

1. If it is determined that additional same-day help is needed, GRAs will be asked if they wish to "buy" a room(s). This will be done as early as possible after A.M. Room Check (9:30 a.m.).

2. Rooms will be awarded to GRAs on a rotational basis to ensure equitable distribution of same day overtime/incentive pay rooms.

3. If a GRA "buys" a room and cannot complete it during the eight (8)-hour shift and chooses to do it as regular overtime (after the eight (8)-hour shift), she/he may have that option, but must notify her/his supervisor or management.

4. Once the GRA has signed the "Extra Room" form, he/she has agreed to modify his/her work schedule to include the additional rooms. A refusal will count as a turn on the rotational list.

5. If, at DND time, it is determined that we do not need as much additional help as previously thought, the additional room time will be taken away from some GRAs based on rotational lists established.

6. Only after completing sixteen (16) values within his/her (8)-hour shift will a GRA qualify for incentive pay for any additional room cleaned within the same time period.

Internal Procedures

1. Scheduler advises management that additional same day help may be needed.

2. A notice is posted in Housekeeping and/or linen rooms asking if anyone wishes to "buy" a room today if it becomes necessary.

3. A GRA who wishes to "buy" rooms for incentive pay or work overtime for regular overtime pay will complete an "Extra Room" form and return it to his/her supervisor or Housekeeping office prior to 11:00 a.m.

4. After A.M. Room Check, management will determine how many rooms to "sell."

5. Assistant Housekeepers will report the extra room numbers to the scheduler or the Assistant Housekeeping Administrator. See Form – Extra Room List for Incentive Pay/Overtime

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Initialed

Pay. These should be reported after any rooms have been assigned based on the A.M. Room Check.

6. Extra rooms will be given after 2:00 p.m DND check so that GRAs who have less than sixteen (16) values will get their replacement rooms first and whatever is left will be distributed to those who opted to buy a room. Initially, if there are not enough rooms to distribute to everyone who opted to buy a room, the lowest seniority will not be awarded rooms. Henceforth, a list will be established allowing rooms to be awarded on a rotational basis.

7. Housekeeping Supervisors will notify those who will be buying rooms by returning the "Extra Room" form with room number(s) to the qualified GRAs.

8. To ensure accurate accounting, the GRA activity sheet must indicate the equivalent of sixteen (16) or more values for whoever purchased additional room(s). (Dialing in and out room status.) The Assistant Housekeeper will collect the forms at the end of the shift and verify that the equivalent of sixteen (16) or more values has been cleaned. These papers will be reconciled with the Incentive Pay/Overtime Pay Extra Room List.

9. A list of GRAs qualified to receive incentive pay for that day will be approved by the Director of Housekeeping and submitted to Payroll.

IN WITNESS WHEREOF, there parties hereto, by there duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

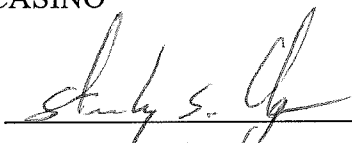
EMPLOYER:

UNION:

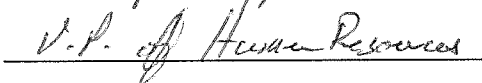
WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226


By:



Its:



By:



Its:



SIDE LETTER #3

LAUNDRY DEPARTMENT

It is hereby agreed that Employees of the Laundry who are assigned to the flatwork section shall be rotated daily on an equitable basis.

After lateral transfers, all open grade II or grade III positions should be considered for promotional opportunities. Promotional opportunities should be offered to current employees of the laundry before transfers from other departments or new hires. Promotions will be awarded on qualifications, seniority and work record. The posting shall be for three (3) days.

IN WITNESS WHEREOF, the parties hereto, by their duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

By: _____

[Signature]

By: _____

[Signature]

Its: _____

V.P. of Human Resources

Its: _____

Chief Neg.

SIDE LETTER #4

OVERTIME

Kitchen and Steward

The Employer shall post known overtime dates every ten (10) days. Sign-up sheets will be provided; and only interested qualified employees may sign the sheet.

The sign-up sheet will be available for sign-up until five (5) days prior to the date the overtime is needed.

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

Laundry

The Employer shall post known overtime dates every two (2) weeks. Sign-up sheets will be provided; and only interested, qualified employees may sign the sheet. The sign-up sheet will be available for sign-up until five (5) days prior to the date the over tie is needed.

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

Porter

The Employer shall post known overtime dates every ten (10) days. Sign-up sheets will be provided; and only interested, qualified employees may sign the sheet. The sign-up sheet will be available for sign-up until two (2) days prior to the date the overtime is needed.

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

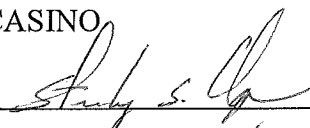
IN WITNESS WHEREOF, there parties hereto, by there duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

By: 

By: 

Its: V.P. of Human Resources

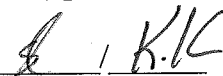
Its: Chief Neg.

SIDE LETTER #5

BELL DEPARTMENT

This is to confirm that the schedule of payments and distribution of gratuities as set forth below will be maintained for the duration of the labor agreement:

1. Service Charge for deliveries to guests' room (exclusive of luggage): Bell Persons receive Fifty Cents (\$.50) to deliver an item outside the room (i.e., door knob "goodie" bag) and One Dollars (\$1.00) to deliver an item inside the room. This is a per room delivery, not a per item delivery.
2. Flower Deliveries: Bell Persons are paid Three Dollars (\$3.00) for delivery of flowers from the gift shop. If a guest and/or outside flower company wants flowers delivered to a room, this is treated as a routine front, with no guarantee of gratuity.
3. Newspaper Deliveries: Bell Persons and/or Dispatcher are paid Twenty Cents (\$.20) per paper delivered to the doorstep of the guestroom.
4. Bus Group Service Charge Distributions: Bus groups are usually charged an average of Three Dollars (\$3.00) per person for the deliver/pick-up of luggage. Bell Captains receive fifteen percent (15%) from the total service charge, after which Bell Persons doing the check-in receive sixty percent (60%) of the balance of the service charge, and Bell Persons doing the checkout receive the remaining forty percent (40%). If a service charge is collected for luggage delivery and the Bell Person does not provide the service, the balance of the service charge (after Captain's fifteen percent (15%) is retained by the Employer to offset salaries and wages. If the Bell Person carries less than fifty-one percent (51%) of the group, the employee receives One Dollar and Fifty Cents (\$1.50) per person, with fifteen percent (15%) going to the Captain and the balance going to the Employer.
5. Bus Group Assignments: Assignments are made to the low Bell Person based on the "PAX" count, which is a cumulative total of the number of people for which bags were moved. New Bell Persons are averaged in upon their position date. Low Bell Person is low for the shift; however, Captains have the discretions to reassign or change based on last-minute limo runs or other business-related issues.
6. Promotional Events and Complimented Guests: There is no guaranteed gratuity or service charge for these activities. They are treated as regular Front.
7. Limo Runs: One (1) point is assigned for departures and one(1) point for arrivals, which are accumulated for the duration of employment and tracked on the "limo" board. The lowest point Bell Person on the shift is assigned as many runs as possible during the shift. The second lowest is assigned the next run; however, Captains have discretion to reassign or change based upon last-minute runs and/or Bell Persons not available. New Bell Persons are averaged in upon their position date. Bell Persons are paid an additional Four Dollars (4.00) per hour (above


Initialed

base wage) for limo and other authorized runs. Runs over one (1) hour and five (5) minutes are billed two (2) hours (exclusive of time for gas and maintenance runs). Tips are at the discretion of the guest; however, for Sales Department VIP transports, "entertainment runs," Employer pays a gratuity to the driver.

IN WITNESS WHEREOF, there parties hereto, by there duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

By:

Stacy S. [Signature]

By:

Kr. Kr. [Signature]

Its:

V.P. of Human Resource

Its:

Chief Neg.

SIDE LETTER #6

INVOLUNTARY RELEASE

Already implemented in Article 7.02.

IN WITNESS WHEREOF, there parties hereto, by there duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

By:

Shirley S. Clark

By:

Kr Kr.

Its:

V.P. of Human Resources

Its:

Chief Neg.

SIDE LETTER #7

HOLIDAY PAY

In the event a pattern of early out request based on illness occurs on holidays, the Union agrees it will meet with the Employer for the purpose of correcting such abuse.

IN WITNESS WHEREOF, there parties hereto, by there duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

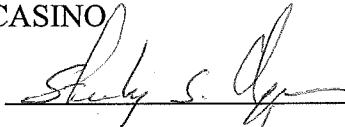
EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

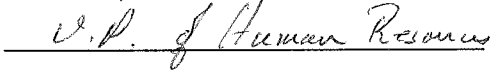
By:



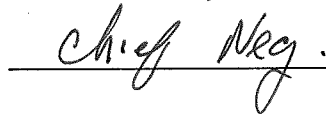
By:



Its:



Its:



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MEMORANDUM OF AGREEMENT**Extension of the Collective Bargaining Agreement Executed on November 19, 2010**

THIS AGREEMENT is made and entered into this 7TH day of December, 2010 by and between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT (hereinafter referred to as "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as "Union"), and attached to and made a part of the Collective Bargaining Agreement executed on November 19, 2010 (the "CBA").

1. By its own terms, the CBA is set to expire on December 10, 2010. The Employer and the Union mutually agree and desire to extend the CBA for ninety (90) days from December 10, 2010 or until March 10, 2011.

2. Either the Employer or the Union may give a written notice of desire not to renew and to renegotiate the CBA ("Notice") no later than seven (7) calendar days before the March 10, 2011 deadline (or by March 3, 2011). If such Notice is given, the parties will confer with respect to when, where, and how new negotiations will begin.

3. If no Notice is given by March 3, 2011, the CBA shall be deemed to renew automatically on a month-to-month basis from the new March 10, 2011 expiration date (e.g., until April 10, May 10, June 10, etc.), unless Notice is given pursuant to Paragraph 5.

4. During the period when the CBA is being renewed on a month-to-month basis, either the Employer or the Union may give Notice no later than seven (7) calendar days before the expiration of every month-to-month term. If such Notice is given, the parties shall confer with respect to when, where, and how new negotiations will begin.

5. Notwithstanding the foregoing paragraphs, if the Employer sells the property located at 2500 East Second Street, Reno, Nevada 89595 (i.e., the Grand Sierra Resort and Casino) to a third party during the ninety-day (90) initial extension period or any month-to-month renewal period thereafter, the CBA will remain in effect for thirty (30) days after the property sale closes, unless either party has already given Notice, and the Union or the buyer may seek to immediately confer with respect to when, where, and how new negotiations will begin.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC.
dba GRAND SIERRA RESORT
AND CASINO

CULINARY WORKERS UNION LOCAL 226

By: Shirley S. OlsenBy: Kim KlineIts: V.P. of Human ResourcesIts: International Vice president
UNITE HERE

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CULINARY WORKERS UNION LOCAL 226 - RENO

1135 TERMINAL WAY SUITE 100
RENO, NV 89502PHONE: ~~(775) 689-8670~~ 702-610-0201~~FAX: (775) 689-8674~~**Fax**

To: ANTHONY HALL From: KEVIN KLINE
Fax: 775-786-6179 Date: 12/7/10
Phone: Pages: 2
Re: CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

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Attention Kevin Kline