

SUPREME COURT OF NEVADA

Martel v. HG Staffing, LLC

2022 NV 56 (Nev. 2022) · No. No. 82161 · Decided August 11, 2022

SUMMARY

The Nevada Supreme Court affirmed dismissal and summary judgment in favor of HG Staffing in a putative class action seeking unpaid wages. The court held that a two-year limitations period applied to the employees’ statutory wage claims, that the collective bargaining agreement was valid based on the parties’ objective manifestation of assent, and that individual employees lacked standing to represent union members absent an allegation of inadequate union representation. The court further held that NRS 608.040 could not be used to recover time-barred wages and that the collective bargaining agreement provided overtime in a manner different from NRS 608.018, triggering the statutory exemption.

CASE DETAILS

COURT	Supreme Court of Nevada
WRITING FOR THE COURT	Stiglich, J.; Parraguirre, J.; Hardesty, J.; Silver, J.; Pickering, J.; Herndon, J.
JURISDICTION	Nevada
DECIDED	August 11, 2022
DOCKET	No. 82161
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a final judgment in an employment matter concerning unpaid wages, including orders granting in part a motion to dismiss, granting summary judgment, and clarifying that summary judgment extended to Jackson-Williams's individual claims.
STANDARD OF REVIEW	De novo review applies to dismissal for failure to state a claim, application of a statute of limitations to undisputed facts, and summary judgment. On summary judgment, the evidence is viewed in the light most favorable to the nonmoving party.
PRECEDENTIAL VALUE	Published, en banc Nevada Supreme Court opinion
PARTIES	Eddy Martel, a/k/a Martel-Rodriguez, Mary Anne Capilla, Janice Jackson-Williams, Whitney Vaughan, themselves and all others

similarly situated v. HG Staffing, LLC, MEI-GSR Holdings, LLC,
d/b/a Grand Sierra Resort

TOPICS

wage and hour

statute of limitations

summary judgment

statutory interpretation

class actions

PRACTICE AREAS

employment law

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civil procedure

QUESTIONS PRESENTED

1. What limitations period applies to the employees' claims under NRS 608.016, NRS 608.018, NRS 608.020 through NRS 608.050, and the Nevada Minimum Wage Amendment?
2. Whether the collective bargaining agreement was valid despite being unsigned, undated, containing redlines, and not listing HG Staffing as a party.
3. Whether NRS 608.040 may be used to recover wages that are time-barred under NRS 608.016 and NRS 608.018.
4. Whether the collective bargaining agreement provided overtime in a manner different from NRS 608.018 and therefore exempted covered employees from that statutory overtime scheme.
5. Whether summary judgment was proper on Jackson-Williams's remaining claims where she identified no evidence or cogent argument establishing a genuine issue of material fact.
6. Whether the named employees had standing to represent union members in a putative class action.

HOLDINGS

1. A two-year limitations period applies to claims under NRS 608.016, NRS 608.018, and NRS 608.020 through NRS 608.050 under the doctrine of analogous limitations. The same two-year period applies to claims under Nevada's Minimum Wage Amendment.
2. A collective bargaining agreement is valid when the employer and union objectively manifest mutual assent, even if the agreement is unsigned, undated, contains redlines, or does not strictly comply with ordinary contractual formalities.
3. NRS 608.040 cannot be used as a mechanism to recover wages that are time-barred under NRS 608.016 or NRS 608.018.
4. Under NRS 608.018(3)(e), a collective bargaining agreement provides otherwise for overtime, and thereby exempts covered employees from NRS 608.018(1)-(2), if it provides overtime in a different way or manner than the statute; it need not provide a premium overtime wage rate.
5. Summary judgment was proper on Jackson-Williams's remaining claims because she identified no evidence or cogent legal argument establishing a genuine issue of material fact, and the CBA exempted her overtime claim from NRS 608.018.

KEY QUOTATIONS

“First, a two-year limitations period applies to appellants’ wage claims. Second, a collective bargaining agreement (CBA) is valid so long as the employer and the union objectively manifest their assent to the agreement. Third, when a valid CBA exists, individual employees lack standing to represent union members in a class-action lawsuit unless they allege that the union failed to fairly represent its members. Fourth, claims under NRS 608.040, which penalizes employers for failing to timely pay earned wages to former employees, cannot be utilized to recover wages that are time-barred under other statutes. And fifth, an employer that is a party to a CBA is exempt from Nevada’s overtime statute, NRS 608.018, when the CBA provides overtime in a manner different from the statute.” (at 3)

“Thus, even if the CBA does not strictly adhere to contractual formalities, it is valid if evidence shows that the employer and the union objectively manifested assent to the agreement.” (at 10)

“Therefore, under NRS 608.018(3)(e)’s plain language, we hold that a CBA qualifies for the overtime exemption so long as it provides overtime in a different way or manner than NRS 608.018(1)-(2).” (at 16)

FACTUAL BACKGROUND

Between 2011 and 2015, the appellants worked at the Grand Sierra Resort and alleged that they were not paid for activities such as meetings, classes, changing into uniforms, and reconciling cash. Employees at the resort were generally represented by Culinary Workers Union Local 226, which maintained a collective bargaining agreement with HG Staffing. The employees filed a putative class action seeking unpaid minimum and overtime wages and penalties for untimely payment of earned wages.

PROCEDURAL HISTORY

The employees filed a putative class action in 2016 alleging unpaid wages under Nevada wage statutes and the Nevada Constitution. The district court dismissed claims accruing before June 14, 2014, granted summary judgment to HG Staffing on the remaining claims, and later clarified that the summary judgment ruling included Jackson-Williams’s individual claims. The Nevada Supreme Court, sitting en banc, affirmed.

DISPOSITION

affirmed

CASES CITED

- Eggleston v. Stuart, 137 Nev., Adv. Op. 51, 495 P.3d 482 (2021)
- JPMorgan Chase Bank, National Association v. SFR Investments Pool 1, LLC, 136 Nev. 596, 475 P.3d 52 (2020)
- Neville v. Eighth Judicial District Court, 133 Nev. 777, 406 P.3d 499 (2017)
- Perry v. Terrible Herbst, Inc., 132 Nev. 767, 383 P.3d 257 (2016)
- U.S. Bank, N.A. v. Thunder Properties, Inc., 138 Nev., Adv. Op. 3, 503 P.3d 299 (2022)
- Rives v. Farris, 138 Nev., Adv. Op. 17, 506 P.3d 1064 (2022)

- A Cab, LLC v. Murray, 137 Nev., Adv. Op. 84, 501 P.3d 961 (2021)
- Pepsi-Cola Bottling Co. v. NLRB, 659 F.2d 87 (8th Cir. 1981)
- Line Construction Benefit Fund v. Allied Electrical Contractors, Inc., 591 F.3d 576 (7th Cir. 2010)
- Operating Engineers Pension Trust v. Gilliam, 737 F.2d 1501 (9th Cir. 1984)
- Warehousemen's Union Local No. 206 v. Continental Can Co., 821 F.2d 1348 (9th Cir. 1987)
- Martel v. MEI-GSR Holdings, LLC, No. 3:16-cv-00440-RJC-WGC, 2016 WL 7116018 (D. Nev. Dec. 6, 2016)
- Clark v. Robison, 113 Nev. 949, 944 P.2d 788 (1997)
- Young v. Nevada Gaming Control Board, 136 Nev. 584, 473 P.3d 1034 (2020)
- Clark County School District v. Riley, 116 Nev. 1143, 14 P.3d 22 (2000)
- Vranish v. Exxon Mobil Corp., 166 Cal. Rptr. 3d 845 (Ct. App. 2014)
- Wingco v. Government Employees Insurance Co., 130 Nev. 177, 321 P.3d 855 (2014)
- Galardi v. Naples Polaris, LLC, 129 Nev. 306, 301 P.3d 364 (2013)
- Holiday Retirement Corp. v. State, Division of Industrial Relations, 128 Nev. 150, 274 P.3d 759 (2012)
- Schuck v. Signature Flight Support of Nevada, Inc., 126 Nev. 434, 245 P.3d 542 (2010)
- Edwards v. Emperor's Garden Restaurant, 122 Nev. 317, 130 P.3d 1280 (2006)
- Landesman v. General Motors Corp., 377 N.E.2d 818 (Ill. App. Ct. 1978)
- Sargeant v. Henderson Taxi, 138 Nev. 196, 394 P.3d 1215 (2017)