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6  
7

8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10  
11 JESSE BUSK and LAURIE CASTRO, on  
behalf of themselves and all others similarly  
12 situated,

13 Plaintiffs,

14 v.

15 INTEGRITY STAFFING SOLUTIONS INC.,  
16 and DOES 1-50, inclusive,

17 Defendants.  
18

Case No. 2:10-CV-01854-RLH-RJJ

**FIRST AMENDED COLLECTIVE AND  
CLASS ACTION COMPLAINT**

19 COMES NOW PLANTIFFS JESSE BUSK AND LAURIE CASTRO, on behalf of  
20 themselves, and all others similarly situated, and allege:  
21

22 **JURISDICTION AND VENUE**

23 1. Pursuant to Section 16(b) of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 216(b),  
24 this court has original jurisdiction over all claims for overtime and minimum wage compensation  
25 which occurred within three years of the acts complained of herein by Plaintiff, for himself and  
26 all others similarly situated, who, after notice, "opt-in" to this action by filing a consent to sue.  
27  
28

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1 2. Pursuant to the Class Action Fairness Act, 29 U.S.C. § 1334(d), this court has jurisdiction  
2 over all claims complained of within three years of the filing of this complaint which are alleged  
3 to be a violation of Nevada law as alleged herein by Plaintiff, for himself and all others similarly  
4 situated, on a traditional “opt out” basis pursuant to Federal Rule of Civil Procedure Rule 23 for  
5 the reasons stated, inter alia, by the United States Court of Appeals for the Ninth Circuit in the  
6 case of *Wang v. Chinese Daily News, Inc.*, 2010 U.S. App. LEXIS 19929 (9th Cir. Cal. Sept. 27,  
7 2010).  
8

9 3. The amount in controversy exceeds five million dollars and there is the requisite  
10 minimum diversity of citizenship between the members of the class and Defendant.  
11

12 4. Venue is proper in this court because Plaintiff resides, the work was performed, and the  
13 wages were paid in Clark County, Nevada.

14 **PARTIES**

15 5. Defendant INTEGRITY STAFFING SOLUTIONS INC., is a foreign corporation and/or  
16 other business entity which leases warehouse and other hourly paid employees to customers like  
17 Amazon.Com, Inc, in the customer’s Las Vegas, Nevada, location and at all other Amazon.Com,  
18 Inc, warehouse facilities throughout the United States. Upon information and belief, Defendant  
19 Integrity derives over a million dollars annually from such interstate business operations. .  
20

21 6. Plaintiff Busk is a resident of Las Vegas, Clark County, Nevada, and was employed for  
22 more than three years by Defendant as an hourly warehouse employee in its Las Vegas, Nevada,  
23 facility.  
24

25 7. Plaintiff Castro is a resident of Reno, Washoe County, Nevada, and was employed by  
26 Defendant as an hourly warehouse employee in its Fernley, Nevada, facility. Defendant  
27 terminated Plaintiff on or about December 7, 2010.  
28

1 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under  
2 the fictitious names DOES 1-10, but prays for leave to amend and serve such fictitiously named  
3 Defendants once their names and capacities become known. Plaintiff is informed and believes,  
4 and thereon alleges, that Does 1-50 are and were joint employers, partners, agents, owners,  
5 shareholders, managers or employees of Defendant, and were acting on behalf of Defendant.  
6

## 7 BACKGROUND FACTS

### 8 A. THE POLICIES

9 9. Defendant INTEGRITY STAFFING SOLUTIONS INC., is in the business of providing  
10 labor services to other companies and businesses throughout the United States, which includes  
11 providing the staffing for warehouses owned and/or operated by Amazon.com.  
12

13 10. Defendant is the employer of Plaintiffs, and exercises direct control over the hours and  
14 wages of Plaintiffs and all similarly-situated hourly shift employees at all Amazon.com's  
15 warehouse locations nationwide. Upon information and belief, Defendants employ hundreds of  
16 hourly warehouse employees like Plaintiffs at each of the warehouse operations who are subject  
17 to the same security clearance and meal break policies complained of herein.  
18

19 11. Defendant maintains, enforces and/or implements the following Security Clearance and  
20 Meal Break policies (among others) for all its hourly paid employees working at Amazon.com  
21 and other warehouse locations throughout the United States:

22 Security Clearance Policy: Like all other hourly warehouse employees  
23 employed, Plaintiffs were required to undergo a daily security clearance at  
24 the end of each shift. Plaintiffs were not compensated for the time spent  
25 undergoing the security clearance before they were released from work  
26 and permitted to leave the warehouse facility. Defendants' policy of  
27  
28

1 requiring hourly warehouse employees to undergo a thorough security  
2 clearance before being released from work and permitted to leave the  
3 facility was solely for the benefit of the employers and their customers.

4 Meal Period Policy: Like all other hourly warehouse employees, Plaintiffs  
5 were required to spend up to 10 minutes per day during their meal period  
6 walking to and from the cafeteria and/or undergoing security clearances.  
7 Thus, Plaintiffs were only permitted to take a 20-minute uninterrupted  
8 meal period even though he was forced to clock-out for 30-minutes.

9  
10 **B. APPLICATION OF THE MEAL BREAK POLICES TO**  
11 **WORKERS EMPLOYED AT AMAZON.COM LOCATIONS**

12  
13 12. The Las Vegas and Fernley Amazon.Com distribution warehouses facilities are  
14 enormous in that each covers approximately seven football fields in total area.

15 13. As warehouse employees, Plaintiffs fulfilled orders made by Amazon.Com customers.  
16 Plaintiffs walked throughout their respective warehouse facilities with collection carts and  
17 retrieved products from the shelf and directed the product to be distributed to Amazon.Com  
18 customers. Given the size of the facilities, Plaintiffs walked a significant amount of mileage  
19 each and every day and spent a significant amount of time walking from one end of the facility to  
20 another.

21  
22 14. Because of the size of the facilities, Plaintiffs and all other similarly-situated warehouse  
23 workers were permitted and able to take only a 20-minute meal period. While Plaintiffs and all  
24 other similarly-situated warehouse workers clocked out for a 30-minute period of time for meal  
25 breaks, they never achieved a 30-minute meal period. After clocking out of the timekeeping  
26 system, it would take approximately five minutes for Plaintiffs and all other similarly-situated  
27  
28

1 warehouse workers to walk to the facility cafeteria and/or pass through security clearances. It  
2 would then take Plaintiffs and all other similarly-situated warehouse workers approximately five  
3 minutes to walk from the cafeteria to the time keeping system to clock back in. Frequently,  
4 Defendants' managers would remind Plaintiffs and all other similarly-situated warehouse  
5 workers to finish their meal period quickly so that they would clock back in on time—30-  
6 minutes after the time they clocked out for the meal period.  
7

8 **C. APPLICATION OF THE SECURITY CLEARANCE POLICES TO**  
9 **WORKERS EMPLOYED AT AMAZON.COM LOCATIONS**

10 15. Pursuant to Defendants' policies and practices, Plaintiffs and all other similarly-situated  
11 warehouse workers were required to go through a security search before leaving the facilities at  
12 the end of the day. The search was to prevent employee theft, and it is an essential part of the  
13 job of a warehouse worker that they not take items from the warehouse out of the warehouse  
14 other than in the ways proscribed by the company. In fact, not contributing to "shrinkage" and  
15 abiding by company procedures for inventory control is an integral aspect of the Plaintiff's job.  
16

17 16. At the end of their respective shifts, hundreds of warehouse employees would walk to  
18 the timekeeping system to clock out and were then required to wait in line in order to be searched  
19 for possible warehouse items taken without permission and/or other contraband. Thus, at the  
20 direction and control of the Defendant, and solely for the benefit of the employer and/or their  
21 customers, Plaintiffs and all other similarly-situated warehouse workers were required to wait  
22 approximately 25 minutes each day at the end of each shift without any compensation in order to  
23 undergo a search for possible contraband or pilferage of inventory of his or her person.  
24

25 Defendants forced Plaintiffs and all other similarly situated warehouse workers to undergo a post  
26 9/11 type of airport security clearance—i.e., warehouse employees were required to remove all  
27  
28

1 personal belongings from their person such as wallets, keys, and belts, and pass through metal  
2 detectors before being released from work and allowed to leave the facility. Additionally,  
3 warehouse employees were unable to engage in any personal activities during the wait. In fact,  
4 Defendants' policies and practices required warehouse employees to leave their personal  
5 belongings such as cell phones in their vehicles.

6  
7 17. Defendants did not pay any of their warehouse employees anything for the time spent  
8 waiting for and undergoing such daily security clearances.

9 18. Defendants did not pay any of their warehouse employees at a rate equal to or greater  
10 than one and one-half her regular hourly rate of pay whenever they required, suffered, or  
11 permitted the warehouse employees, including Plaintiffs, to work more than forty (40) hours per  
12 week, or more than eight (8) hours in a day.

13  
14 **CLASS AND COLLECTIVE ACTION ALLEGATIONS**

15 19. Plaintiffs reallege and incorporate by this reference all the paragraphs above in this  
16 Complaint as though fully set forth herein.

17 20. As set forth more fully below, Plaintiffs bring this action on behalf of themselves and  
18 other similarly-situated employees in two ways: a collective action under the FLSA and a true  
19 class action under Nevada law.

20 21. Plaintiffs seek to represent the following two classes:

21 **FLSA Class:** All persons employed by Defendant as hourly warehouse employees  
22 within the United States at any time within three years prior to the original filing of this  
23 Complaint and who file their consents to join this collective action as a party plaintiff pursuant to  
24 29 U.S.C. § 216(b).

25 **Nevada Class:** All person employed by Defendant as hourly warehouse employees  
26 within the State of Nevada at anytime within three years prior to the original filing date of this  
27 Complaint.  
28

1 22. Plaintiffs are members of the FLSA and Nevada Classes alleged in this Complaint.

2 23. Plaintiffs have signed consents to sue that either have been, or shortly will be, filed in  
3 this Court.

4 24. The classes consist of potentially several hundred employees of Defendants, and likely  
5 more, which is so numerous that joinder of the class is impracticable. The class is easily  
6 ascertainable from the records that the employer is required by law to maintain. When available,  
7 a true opt-out class action is superior to individual actions because it would be unjust to allow the  
8 Defendants to benefit from their unlawful behavior solely because the cost of litigating  
9 individual claims would be prohibitive compared to the expected damages unless aggregated.

10 25. There is a well-defined community of interest in the question of law and fact affecting the  
11 class members Plaintiffs seek to represent. The class members' claims against Defendants  
12 involve questions of common or general interest, in that their claims are based on Defendants'  
13 implementation and utilization of a policy whereby all members of the classes were required,  
14 suffered, or permitted to undergo security clearances without compensation prior to being  
15 released from work and permitted to leave the warehouse facility; nor did class members receive  
16 a bona fide meal period in violation of the FLSA or an uninterrupted 30-minute meal period in  
17 violation of Nevada law. These questions are such that proof of facts common to the members of  
18 each class will entitle such class members to relief requested in this Complaint.  
19

20 26. Plaintiffs will fairly and adequately represent the interests of the class members because  
21 Plaintiffs are members of each class, have common issues of law and/or fact with all members of  
22 the class, and their claim is typical of those in each class.

23 27. Plaintiffs request permission to amend the Complaint to include additional class  
24 representatives if Plaintiffs individually or collectively are deemed not to be an adequate  
25 representatives of any class.  
26

27 **FIRST CAUSE OF ACTION**

28 Failure to Pay Wages For Security Clearances in Violation of FLSA, 29 U.S.C. §201, et seq.

(By Plaintiffs and the FLSA Class against Defendants)

1  
2 28. Plaintiffs reallege and incorporate by this reference all allegations contained above as  
3 though fully set forth herein.

4 29. Pursuant to the FLSA, 29 U.S.C. § 201, et seq., Plaintiffs and the members of the FLSA  
5 Class are entitled to compensation at their regular rate for all hours actually worked, and are also  
6 entitled to wages at a rate not less than one and one-half times their regular rate of pay for all  
7 hours worked in excess of forty (40) hours in any workweek.

8 30. Defendants are engaged in communication, business, and transmission throughout the  
9 United States and is, therefore, engaged in commerce within the meaning of 29 U.S.C. § 203(b).

10 31. 29 U.S.C. § 206(a)(1) states that "Every employer shall pay to each of his employees who  
11 in any workweek is engaged in commerce or in the production of goods for commerce, or is  
12 employed in an enterprise engaged in commerce or in the production of goods for commerce,  
13 wages at the following rates: (1) except as otherwise provided in this section, not less than (A)  
14 \$5.85 an hour beginning on the 60th day after the enactment of the Fair Minimum Wage Act of  
15 2007; (B) \$6.55 an hour, beginning 12 months after that 60th day; and C) \$7.25 an hour,  
16 beginning 24 months after that 60th day.

17 32. 29 U.S.C. § 207(a)(1) provides in pertinent part: "Except as otherwise provided in this  
18 section, no employer shall employ any of his employees who in any workweek is engaged in  
19 commerce or in the production of goods for commerce, or is employed in an enterprise engaged  
20 in commerce or in the production of goods for commerce, for a workweek longer than forty  
21 hours unless such employee receives compensation for his employment in excess of the hours  
22 above specified at a rate not less than one and one-half times the regular rate at which he is  
23 employed."

24 33. There is no exception from the provisions of 29 U.S.C. §§ 206(a)(1) and/or 207(a)(1)  
25 applicable to the Plaintiffs and the other hourly shift workers that constitute the class herein.

26 34. 29 U.S.C. § 255 provides that a three-year statute of limitations applies to willful  
27 violations of the FLSA.  
28



1 35. Requiring employees to undergo security clearances herein is integral and indispensable  
2 to Plaintiffs' duties and solely for the benefit of Defendants, necessary Defendants' business  
3 operations, not incidental, and not *de minimis* individually or in the aggregate.

4 36. At all relevant times, Defendants failed to pay Plaintiffs and the other members of the  
5 FLSA Class their regular rate for all hours worked by not paying them for thirty minutes a day  
6 taken as a "lunch break" when they were not free to leave the premises and were required to eat  
7 their lunch at designated areas five minutes away from where they had to punch in and out for  
8 their lunch break. By forcing the employees to walk to punch a time clock five minutes away  
9 from where they could actually eat, the employees were not relieved from all duties, i.e. the duty  
10 to walk to the lunch room in order to eat lunch, for about one third (ten minutes) of their 30  
11 minute lunch. Lunch periods of less than 30 minutes are usually compensable under 29 CFR  
12 785.19, when, as here, the employer simply could have put another time clock in a more  
13 accusable location.

14 37. In addition, Defendants failed to pay Plaintiffs and the other members of the FLSA Class  
15 the minimum wages and, if applicable, overtime pay for all hours worked by not paying the  
16 employees anything for time spent waiting for a mandatory post shift security check.

17 38. The waiting was for the benefit of the employer, necessary to the employer's task of  
18 minimizing "shrinkage" or loss of product from warehouse theft, and could have easily been  
19 reduced to a de minimus amount by the addition of more security checkers and/or staggering the  
20 termination of the shift so people would flow through the clearance more quickly.

21 39. Plaintiffs propose to undertake the appropriate proceedings to have the FLSA Class  
22 members, aggrieved by Defendants' unlawful conduct, notified of the pendency of this action  
23 and join this action as Plaintiffs, pursuant to 29 U.S.C. § 216(b)

24 40. Therefore, Plaintiffs demand that they, and the members of the FLSA Class, be paid  
25 wages at the higher of 1) their regular rate for all hours worked, including time spent at post shift  
26 security clearances 2) the minimum hourly wage for all time spent at post shift security  
27

1 clearances or 3) when applicable, the appropriate overtime hourly premium rate as required by  
2 the FLSA for all time spent at post shift security clearances as provided by law.

3 41. Because the actions of Defendant were without substantial justification as required by, 29  
4 U.S.C § 260, Plaintiffs request the amount of damages be doubled, not as a penalty, but in lieu of  
5 interest and as liquidated damages as provided in 29 U.S.C. 216(b).

6 **SECOND CAUSE OF ACTION**

7 Failure to Pay Wages For Meal Period in Violation of FLSA, 29 U.S.C. §201, et seq.

8 (By Plaintiffs and the FLSA Class against Defendants)

9 42. Plaintiffs reallege and incorporate by this reference all allegations contained above as  
10 though fully set forth herein.

11 43. For a meal period to be "bona fide," it must be at least 30 minutes and the employee must  
12 be completely relieved of all active or inactive duties. See 29 C.F.R. § 785.19.

13 44. It was Defendants' policies and practices to require Plaintiffs to clock out for a 30-minute  
14 meal period. Plaintiffs, however, only received a 20-minute bona fide meal period.

15 45. Therefore, Plaintiffs demand that themselves and the members of the FLSA Class be paid  
16 wages at the higher of 1) their regular rate for all hours worked, 2) the minimum hourly wage or  
17 3) when applicable, the appropriate overtime hourly premium rate as required by the FLSA for  
18 Defendants' violation.

19 46. The conduct complained of herein is a part of the principal activity of the Defendants,  
20 necessary for its business operations, not incidental, and not *de minimis* individually or in the  
21 aggregate.

22 47. Because the actions of Defendants were without substantial justification as required by,  
23 29 U.S.C. § 260, Plaintiffs request the amount of damages be doubled, not as a penalty, but in  
24 lieu of interest and as liquidated damages as provided in 29 U.S.C. 216(b).

25 **THIRD CAUSE OF ACTION**

26 Failure to Pay Overtime in Violation of NRS 608.016 and 608.018

27 (By Plaintiffs and the Nevada Class against Defendants)

1 48. Plaintiffs reallege and incorporate by this reference all allegations contained above as  
2 though fully set forth herein.

3 49. By the conduct described above, Defendants have violated the provisions of Nevada  
4 Revised Statutes (NRS) 608.016, which provides "An employer shall pay to the employee wages  
5 for each hour the employee works. An employer shall not require an employee to work without  
6 wages during a trial or break-in period."

7 50. NRS 608.018(1) provides that "An employer shall pay 1 1/2 times an employee's regular  
8 wage rate whenever an employee who receives compensation for employment at a rate less than  
9 1 1/2 times the minimum rate prescribed pursuant to NRS 608.250 works: (a) More than 40  
10 hours in any scheduled week of work; or (b) More than 8 hours in any workday unless by  
11 mutual agreement the employee works a scheduled 10 hours per day for 4 calendar days within  
12 any scheduled week of work."

13 51. During all times applicable herein, Defendants paid their hourly warehouse workers  
14 employment at a rate less than 1 1/2 times the minimum rate prescribed by the Labor  
15 Commissioner pursuant to NRS 608.250.

16 52. The legislature for the state of Nevada has created a private cause of action for non-  
17 payment of wages due pursuant to the term of any employment, including overtime wages due,  
18 pursuant to NRS 608.140. Plaintiffs made a demand upon Defendants on behalf of the class of  
19 hourly workers for all sums claimed herein under state labor laws on October 2, 1010, a copy is  
20 attached herein as Exhibit "A."

21 53. Therefore, Plaintiffs demand that they and the members of the Nevada Class be paid  
22 wages at the applicable regular or overtime rate for all hours worked including time spent  
23 waiting for and undergoing security clearances before and after their regular shift time, plus  
24 interest and attorneys' fees as provided by law.

25  
26 **FOURTH CAUSE OF ACTION**

27 Failure to Permit 30-Minute Meal Period in Violation of NRS 608.019

28 (By Plaintiffs and the Nevada Class against Defendants)

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1 54. Plaintiffs reallege and incorporate by this reference all allegations contained above as  
2 though fully set forth herein.

3 55. NRS 608.019 provides that "An employer shall not employ an employee for a continuous  
4 period of 8 hours without permitting the employee to have a meal period of at least one-half  
5 hour. No period of less than 30 minutes interrupts a continuous period of work for the purpose  
6 of this subsection." In other words, an employee who works at least 8 continuous hours in a day  
7 must be permitted to take an uninterrupted 30-minute meal period under Nevada law.

8 56. Defendants failed to abide by NRS 608.019 by refusing to permit Nevada Class members  
9 to have an uninterrupted 30-minute meal period.

10 57. Given the size of the warehouse facility, and that Nevada Class members had to walk to  
11 and from the meal break area to the time keeping system, Nevada Class members were only  
12 permitted to take an uninterrupted meal break of approximately 20-minutes and not compensated  
13 for commute time during their meal periods.

14 58. Therefore, Plaintiffs demand that they and the members of the Nevada Class be paid  
15 wages at the applicable regular or overtime rate times 30-minutes for each and every unlawful  
16 meal period, plus interest and attorneys' fees as provided by law.

17 **FIFTH CAUSE OF ACTION**

18 Failure to Timely Pay Wages Due in Violation of NRS 608.030

19 (By Plaintiffs and the Nevada Class against Defendants)

20 59. Plaintiffs reallege and incorporate by this reference all allegations contained above as  
21 though fully set forth herein.

22 60. NRS 608.020 states "Whenever an employer discharges an employee, the wages and  
23 compensation earned and unpaid at the time of such discharge shall become due and payable  
24 immediately.

25 61. NRS 608.030 provides "Whenever an employee resigns or quits his or her employment,  
26 the wages and compensation earned and unpaid at the time of the employee's resignation or  
27 quitting must be paid no later than 1. The day on which the employee would have regularly been  
28

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1 paid the wages or compensation; or 2. Seven days after the employee resigns or quits, whichever  
2 is earlier.”

3 62. The consequence of violation of NRS 608.020 and NRS 608.030 is contained in NRS  
4 608.040(1) which states: “If an employer fails to pay: (a) Within 3 days after the wages or  
5 compensation of a discharged employee becomes due; or (b) On the day the wages or  
6 compensation is due to an employee who resigns or quits, the wages or compensation of the  
7 employee continues at the same rate from the day the employee resigned, quit or was discharged  
8 until paid or for 30 days, whichever is less.”

9 63. NRS 608.050 expressly gives the terminated employees a private cause of action to  
10 collect these sums when it states: “Whenever an employer of labor shall discharge or lay off  
11 employees without first paying them the amount of any wages or salary then due them, in cash  
12 and lawful money of the United States, or its equivalent, or shall fail, or refuse on demand, to  
13 pay them in like money, or its equivalent, the amount of any wages or salary at the time the same  
14 becomes due and owing to them under their contract of employment, whether employed by the  
15 hour, day, week or month, each of the employees may charge and collect wages in the sum  
16 agreed upon in the contract of employment for each day the employer is in default, until the  
17 employee is paid in full, without rendering any service therefore; but the employee shall cease to  
18 draw such wages or salary 30 days after such default. 2. Every employee shall have a lien as  
19 provided in NRS 108.221 to 108.246, inclusive, and all other rights and remedies for the  
20 protection and enforcement of such salary or wages as the employee would have been entitled to  
21 had the employee rendered services therefore in the manner as last employed.”

22 64. Plaintiffs demand that themselves and members of the Nevada Class who have been  
23 terminated but who were not paid all wages due be paid the thirty full days of wages plus interest  
24 and attorneys’ fees as provided by law.  
25

26 **PRAYER**

27 WHEREFORE, PLAINTIFFS pray for judgment against the Defendants as follows:  
28

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(775) 284-1500 Fax (775) 703-5027  
Email laborlawyer@pacbell.net www.laborlawyer.net

1. An order conditionally certifying the FLSA Class as a collective action as alleged and prayed herein;
2. An order pursuant to Rule 23 of the Federal Rules of Civil Procedure, certifying the Nevada Class as alleged and prayed herein or on such terms as the Court deems applicable to this case;
3. Damages according to proof for regular rate pay under federal law for all hours worked;
4. Damages according to proof for minimum rate pay under federal law for all hours worked;
5. Damages according to proof for overtime compensation under federal law for all hours worked over 40 per week within three years of the filing of the complaint until the date of entry of judgment;
6. Damages according to proof for regular rate pay under Nevada law for all hours worked;
7. Damages according to proof for minimum rate pay under Nevada law for all hours worked;
8. Damages according to proof for overtime compensation under Nevada law for all hours worked over 8 per day and/or 40 per week by members of the Nevada Class within three years of the filing of the complaint until the date of entry of judgment
9. For all statutory damages according to proof;
10. For liquidated damages as provide by law on the federal claims
11. In the alternative, if the Court determines liquidated damages are not appropriate, then for interest at the maximum legal rate on all amounts found due from the date of the undue overtime until paid in full;
12. For reasonable attorney's fees according to proof;
13. For such other relief as the Court deems just and proper.

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Dated: December 15, 2010.

**THIERMAN LAW FIRM**

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Exhibit A



**THIERMAN LAW FIRM, P.C.**

CALIFORNIA AND NEVADA LABOR RELATIONS AND EMPLOYMENT LAW  
7287 LAKESIDE DRIVE  
RENO, NEVADA 89511  
(775) 284-1500 OR (877) 99-LABOR  
(775) 703-5027 OR (775) 284-1506 FAX  
email: laborlawyer@pacbell.net  
www.laborlawyer.net

October 2, 2010

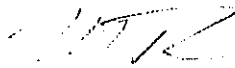
Integrity Staffing Solutions, Inc.  
750 South Madison Street  
Suite 300  
Wilmington, De 19801

Dear Sirs:

This office represents JESSE BUSK who worked in your Las Vegas Amazon warehouse. Pursuant to NRS 608.140, we are hereby giving you notice of our demand that you pay all hourly warehouse employees employed within the last three years in the state of Nevada for the time they spent waiting for and undergoing security checks and searches for theft or contraband. You may tender payment at the applicable hourly, daily and weekly overtime rates for the entire class to our trust account. Please include the employee's last known address so we can make proper distribution.

Thank you very much for your prompt response.

Very truly yours,



Mark R. Thierman

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Integrity Staffing  
 Solutions, Inc.  
 750 South Madison  
 Street, Ste. 300  
 Wilmington, DE 19801

**COMPLETE THIS SECTION ON DELIVERY**

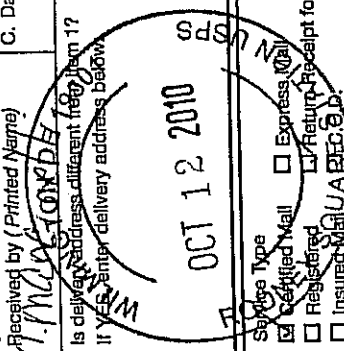
A. Signature  Agent  
 *C. Morrell*  Addressee

B. Received by (Printed Name) C. Date of Delivery  
*C. Morrell*

D. Is delivery address different from 1?  Yes  
 If yes, enter delivery address below  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Signature Required

4. Restricted Delivery? (Extra Fee)  Yes



2. Article Number (Transfer from service label) 7006 0100 0004 5362 1045

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540-33

**CERTIFICATE OF SERVICE**

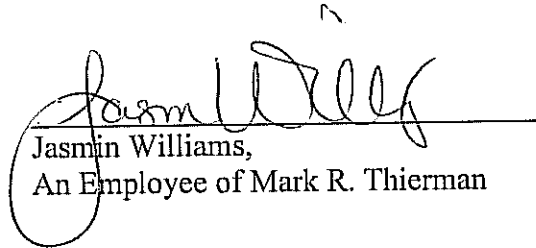
I hereby certify that on the 15<sup>th</sup> day of December, 2010, I served a true and correct copy of **“FIRST AMENDED COLLECTIVE AND CLASS ACTION COMPLAINT”** by:

X serving the following parties electronically through CM/ECF as set forth below;

\_\_\_\_\_ faxing a copy to the numbers below;

\_\_\_\_\_ depositing a copy in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Rick D. Roskelley, Esq.  
Roger L. Grandgenett II, Esq.  
Cory G. Walker, Esq.  
LITTLER MENDELSON  
3960 Howard Hughes Parkway  
Suite 300  
Las Vegas, NV 89169-5937

  
Jasmin Williams,  
An Employee of Mark R. Thierman

Email laborlawyer@pacbell.net www.laborlawyer.net

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