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Sargeant v. Henderson Taxi, 133 Nev. Adv. Op. 27 (June 1, 2017)

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CIVIL PROCEDURE: SUMMARY JUDGMENT & CLASS CERTIFICATION

Summary

The Court determined that (1) a summary judgment is proper when the opposing party did not file a substantive opposition to the motion for summary judgment and (2) a class certification is inappropriate when the plaintiff/appellant did not meet the burden of demonstrating “numerosity, commonality, and typicality,” and the ability to “fairly and adequately” represent the class members when an earlier-filed grievance between the union and taxi company resolved the minimum wage back-pay dispute at issue.

Background

Appellant Sargeant filed a class-action lawsuit against respondent Henderson Taxi under the Minimum Wage Amendment (MWA) of the Nevada Constitution² for back pay and equitable relief. Approximately eight months prior to Sargeant’s filing, the union of Henderson Taxi’s employees (the Union) filed an MWA grievance against Henderson Taxi. Henderson Taxi resolved the grievance with the Union by agreeing to pay the MWA required minimum wage to its current drivers and former drivers employed during the past two years. Based on the grievance resolution and Sargeant’s failure to meaningfully oppose Henderson Taxi’s motion for summary judgment, the district court denied class certification and granted Henderson Taxi’s motion for summary judgment, in part, against Sargeant. Sargeant appealed.

Discussion

SUMMARY JUDGMENT

NRCP 56(b) requires “a concise statement setting forth each fact material to the disposition of the motion which the party claims is or is not genuinely in issue, citing the particular portions of any pleading, affidavit, deposition, interrogatory, answer, admission, or other evidence upon which the party relies.”³ Here, Sargeant did not comply with NRCP 56(b) because Sargeant did not offer facts or legal authority to counter Henderson Taxi’s arguments regarding an earlier-filed, resolved grievance on the Minimum Wage Amendment (MWA). Instead, Sargeant only argued that he was unaware of the Union’s grievance and resolution with Henderson Taxi when he filed the class-action lawsuit. Thus, the Court held that Sargeant did not meaningfully oppose Henderson Taxi’s properly supported motion for summary judgment and affirmed the district court’s ruling.

¹ By Ping Chang.

² NEV. CONST. art. 15, § 16.

³ NEV. R. CIV. P. 56(b).

CLASS CERTIFICATION

Class certification requires a plaintiff to show that “(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims for defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.”⁴ Here, a “significant majority” of Henderson Taxi’s current and former drivers had consented to the resolution reached between the Union and Henderson Taxi by accepting the back pay and voluntarily returned the signed letters of “Acknowledgement and Agreement Regarding Minimum Wage Payment.” Thus, there is no valid legal basis to overturn the settlement between the Union and Henderson Taxi and Sargeant did not meet his burden to demonstrate “numerosity, commonality, and typicality” set forth in NRCP 23(a). Further, the Court stated that Sargeant could not represent the class members “fairly and adequately” as Sargeant sought to invalidate the grievance resolution, conflicting with the purported class member’s interests since most drivers accepted the resolution.

Additionally, the agreement between Henderson Taxi and the Union did not unconstitutionally “waive” future MWA rights⁵ because Henderson Taxi agreed to comply with the MWA requirement on a going-forward basis. The agreement merely settled the grievance under the direction of the Union. Furthermore, the settlement reached between Henderson Taxi and the Union did not violate the public policy.

Conclusion

The Court affirmed the district court’s order denying class action certification and granting summary judgment to Henderson Taxi.

⁴ NEV. R. CIV. P. 23(a).

⁵ NEV. CONST. art. 15, § 16B.