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FILED
July 9, 2024
State of Nevada
E.M.R.B.
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8 STATE OF NEVADA
9 GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

10 CLARK COUNTY PROSECUTORS
ASSOCIATION,

Case No. 2024-019

11 Complainant,

12 and

**FIRST AMENDED COMPLAINT FOR
PROHIBITED PRACTICES**

13 CLARK COUNTY,

14 Respondent

15
16 Complainant, CLARK COUNTY PROSECUTORS ASSOCIATION (“CCPA”) by and
17 through undersigned counsel Adam Levine, Esq. complains and alleges as follows:

18 1. CCPA is an employee organization within the meaning of NRS 288.040, recognized by
19 Clark County as the exclusive bargaining representative for all Deputy District Attorneys of Clark
20 County, Nevada.¹

21
22
23 _____
24 ¹ Subsequent to recognition, the Nevada Legislature passed an amendment to NRS 288.140 which resulted in the
exclusion of the Clark County District Attorney Civil Division Deputy District Attorneys from the bargaining
unit.

1 2. Respondent Clark County is a local government employer within the meaning of NRS
2 288.060.

3 3. CCPA and Clark County have been in a collective bargaining relationship since 2006.
4 Prior to 2006, Deputy District Attorneys were part of Respondent’s Management Plan (“MPLAN”).

5 4. CCPA and Clark County are parties to a collective bargaining agreement (“CBA”) from
6 July 1, 2021, through June 30, 2024.

7 5. That CBA contained “reopener clauses” for a cost-of-living adjustments (“COLAs”) for
8 July 1, 2022, and July 1, 2023. In other words, the parties agreed to bargain in good faith for the 2022
9 and 2023 COLAs.

10 6. Per the agreement, as well as NRS 288.180, CCPA sent notice to the County prior to
11 February 1, 2022, to negotiate the July 1, 2022, COLA pursuant to the re-opener.

12 7. On March 15, 2022, the parties signed ground rules, adopting the impasse procedures
13 of NRS Chapter 288 in connection with the re-opener.

14 8. Thereafter, the parties met and after at least six (6) meetings could not reach agreement.
15 As such, an impasse was declared. The parties followed the impasse procedures as required by
16 Chapter 288 of the Nevada Revised Statutes.

17 9. On November 8, 2022, a Fact-Finding pursuant to NRS 288.200 was held which
18 resulted in a recommendation, on December 27, 2022, of a 4% COLA retroactive to July 1, 2022.

19 10. CCPA immediately indicated it would accept the recommendation of the Fact-Finder.
20 Respondent refused to accept the recommendation. Instead it brought the Fact Finder’s
21 Recommendation before the Clark County Board of County Commissioners (“BOCC”) pursuant to
22 NRS 288.153 where the BOCC refused to take any action to either accept or reject the
23 recommendation.
24

1 11. As a consequence of the BOCC refusing to take any action, CCPA was forced to
2 request binding fact finding (hereafter “interest arbitration”) pursuant to NRS 288.200(6) and/or NRS
3 288.215.

4 12. Prior to February 1, 2023 pursuant to the CBA and NRS 288.180, CCPA sent notice to
5 Respondent pursuant to the agreed upon re-opener clause of the CBA to negotiate a COLA for July 1,
6 2023.

7 13. On February 23, 2023, the parties met and agreed that new ground rules were
8 unnecessary and negotiations began.

9 14. During the 2023 COLA negotiation, the interest arbitration over the 2022 COLA was
10 set for May 25, 2023.

11 15. The night before the arbitration, the County indicated that they would now accept the
12 2022 COLA recommendation of the Fact-Finder and an article adopting the 4% COLA was signed on
13 May 25, 2022.

14 16. Eventually, impasse was declared in the 2023 COLA re-opener negotiations. As such,
15 the parties pursued the impasse procedures of Chapter 288, the CBA, and the 2022 ground rules.

16 17. Prior to February 1, 2024, CCPA, pursuant to NRS 288.180 notice of intent to seek a
17 successor CBA to the CBA which otherwise would expire on June 30, 2024.

18 18. On February 26, 2024, the parties met and signed ground rules agreeing to the impasse
19 procedures in NRS Chapter 288 for the successor CBA.

20 19. The Fact-Finding for the 2023 COLA was set for February 29, 2024 before Arbitrator
21 Katherine Thomson.

22 20. Prior to that date, Arbitrator Thomson requested the parties exchange updated offers for
23 the 2023 COLA.
24

1 21. On February 29, 2024, prior to the Fact-Finding hearing , Respondent Clark County
2 conveyed an offer which read:

3 1. EFFECTIVE JULY 1, 2023, **OR UPON APPROVAL BY THE CLARK COUNTY**
4 **BOARD OF COMMISSIONERS WHICHEVER IS LATER,** THE SALARY
5 SCHEDULES FOR ALL EMPLOYEES COVERED IN APPENDIX A WILL BE
6 ADJUSTED BY THE ANNUAL PERCENTAGE INCREASE OF FOUR AND ONE
7 HALF PERCENT (4.50%), WHICH WILL RESULT IN AN INCREASE TO THE
8 SALARY SCHEDULES IN APPENDIX A.

9 2. EFFECTIVE JULY 1, 2023, **OR UPON APPROVAL BY THE CLARK COUNTY**
10 **BOARD OF COMMISSIONERS,** THE SALARY SCHEDULES FOR ALL
11 EMPLOYEES COVERED IN APPENDIX A WILL BE ADJUSTED BY AN
12 ADDITIONAL 0.50%,REPRESENTING A TOTAL COST OF LIVING
13 ALLOWANCE (COLA) OF 5.00%.

14 22. At the February 29, 2024 Fact-Finding hearing, Respondent’s counsel Alison Kheel
15 affirmed that Clark County’s final offer was not retroactive and she stated the reason:

16 [T]he main incentive for settling contracts on time is the fact that wage increases will not
17 be made retroactive. If the factfinder awards wage increases retroactively, it is
18 essentially telling the Union that they have no incentive to actively participate in
19 negotiations, and that delays caused by insisting to impasse...is perfectly acceptable
20 behavior.

21 23. Ms. Kheel further asserted “The factfinder should not deprive the County of its main
22 tool to incentivize timely settlement by recommending a retroactive COLA.”

23 24. At the February 29, 2024 Fact-Finding hearing, Clark County Chief Financial Officer
24 Jessica Colvin testified it was an executive team decision to not offer retroactivity as an “incentive” to
prevent bargaining units from utilizing the impasse procedures of NRS Chapter 288:

I think consistent with what Ms. Shell said, is we're trying to timely negotiate ten
different -- sometimes -- it's not usually always all ten, but there's a large number of
contracts each year that we're trying to negotiate. Or in any one year. And trying to make
sure they're done timely, an incentive of that is to -- so that people can have --
employees can have their cost-of-living increase in time.

I think we've heard from units as, there's nothing to lose by going to arbitration. We're
going to get your offer or we're going to get a better offer, so what's to lose by going? So
the only thing really at stake, especially for a reopener when there's no other article on

1 the table for the County to negotiate with, the only -- the only incentive is to apply it
2 effective of when the award is provided, rather than retroactive to July 1.

3 Otherwise, why wouldn't the Union go to fact-finding every time? If they can always
4 hold out for -- they have the potential to get a better offer. Because our offer hasn't
5 changed. They know they're -- that a for sure, they're going to get our offer. It's just the
6 timing of when that's going to be.

7 25. These statements by representatives of Clark County freely admitted to engaging in
8 conduct to "interfere, restrain or coerce" CCPA from asserting its right, guaranteed to it by NRS
9 Chapter 288, specifically the impasse procedures under NRS 288.200 et. seq.

10 26. Such actions also violate their duty to bargain in good faith, which includes good faith
11 participation through statutory impasse proceedings.

12 27. A non-retroactive offer itself is, by definition, regressive bargaining, as each day CCPA
13 does not except the offer, Respondent Clark County is offering less money than the day before.

14 28. Despite this conduct, CCPA continued to try to negotiate with Respondent Clark
15 County in good faith on the successor CBA to begin July 1, 2024. To that end, CCPA opened a
16 number of articles seeking financial compensation.

17 29. Respondent Clark County made no counter offers to those articles, except to reject one
18 article outright.

19 30. Respondent Clark County has passed a number of regressive articles concerning
20 benefits. Several of their regressive articles have no cost to contract, including the removal of (1)
21 severance pay, which only applies to deputies hired prior to September 30, 2011 as it was a concession
22 in that year, and the removal of accrual of bonus leave.

23 31. When asked for their reasoning for such regressive articles, Respondent Clark County
24 said that it was based upon CCPA going to impasse the last two years and because Respondent Clark
County believes that only MPLAN employees deserve these benefits, they are seeking these regressive
articles.

1 32. In other words, because CCPA, whose members were formerly MPLAN, decided to
2 form a collective bargaining unit, and because CCPA has exercised its rights under NRS Chapter 288,
3 Respondent Clark County has decided to engage in regressive bargaining – including the failure to
4 make any COLA offers for the fiscal year beginning July 1, 2024.

5 33. On May 3, 2024, Respondent Clark County filed their closing brief in connection with
6 the 2023 re-opener COLA Fact-Finding and once again argued that the Fact-Finder should not issue a
7 retroactive recommendation arguing:

8 The CCPA seeks a proposal that would be retroactive to July 1, 2023. See Cx. 6, p. 2.
9 However, making a COLA retroactive would destroy the limited bargaining power the
10 County has in a reopener. Making a proposal effective upon the date of agreement and
11 Board of County Commissioners approval creates an incentive for bargaining units to
12 quickly settle contracts before the expiration of the prior contract’s term. Making a
13 recommendation retroactive creates an incentive for the Union to surface bargain and
14 insist on extreme positions through impasse and factfinding and removes any incentive
15 to resolve the contract quickly and in a timely matter, through negotiations. When a
16 Union insists to impasse on its position it does so with the knowledge that it is risking
17 many months without salary increases, if the Factfinder finds in favor of the employer.

18 34. On May 6, 2024, the parties met for their sixth (6th) bargaining session for the
19 successor CBA to begin July 1, 2024. At that session, Respondent Clark County refused to negotiate,
20 claiming the pending Fact-Finding decision for the 2023 COLA provides them too much uncertainty
21 to engage in bargaining on financial articles.

22 35. Clark County’s unilateral refusal to engage in their statutory duty to participate in
23 bargaining on all financial articles can only be understood as pretextual, given the minor impact, if
24 any, the outstanding 2023 re-opener COLA Fact-Finding has on the CCPA’s proposed articles.

 36. On May 6, 2024, the same day Respondent Clark County refused to negotiate any
financial article, it filed a Petition for Declaratory Order before the Board seeks “clarification” on five
(5) issues, three (3) of which arise out of the current bargaining disputes between CCPA and the
County.

1 37. In response to the receipt of the Petition, on May 13, 2024, CCPA had a conversation
2 with the lead negotiator for Respondent Clark County. Christina Ramos, where CCPA inquired if
3 Clark County intended the current pending Petition to apply to the 2023 COLA re-opener. Ms. Ramos
4 indicated that she had nothing to do with the Petition, stated she did not believe Respondent Clark
5 County would take the position it did in its Petition, but that she would confirm that information by the
6 end of the business day and advise CCPA.

7 38. Ms. Ramos never responded to CCPA.

8 39. On May 15, 2024, CCPA drafted an email requesting Ms. Ramos respond regarding
9 whether Clark County intended its newly filed a Petition to apply to the 2023 COLA re-opener. On
10 May 17, 2024, Ms. Ramos responded that her counsel did not understand the question.

11 40. Respondent Clark County filed its Petition for Declaratory Order to circumvent the
12 agreement of the parties to utilize the statutory impasse procedures under NRS 288.200 et seq. for the
13 2023 COLA re-opener.

14 41. In issue 4 of the pending Petition for Declaratory Order, Respondent Clark County
15 asked this Board for a declaration that they can put a “specific effective date” in the final offer in
16 binding arbitration, despite NRS 288.215(10), which is incorporated into NRS 288.200(6) stating
17 “[a]ny award of the arbitrator is retroactive to the expiration date of the last contract.”

18 42. In the prior impasses between Clark County and CCDU, both parties waived mediation.

19 43. Prior to May 29, 2024, Clark County never conveyed to CCPA that they would be
20 seeking mediation for the successor contract. It seemed impossible to do mediation, as Clark County
21 had refused to negotiate in the first instance.

22 44. In order to avoid further delays and move the impasse proceedings along expeditiously,
23 CCPA requested an FMCS strike list for fact finders, as required by NRS 288.200. The strike list was
24 received by Clark County and CCPA by May 17, 2024.

1 45. Under NRS 288.200(2) the parties were required to select a fact finder within five (5)
2 days of the receipt of the strike list.

3 46. Clark County did not even provide the strike list to its outside counsel within the five
4 (5) statutorily required days, much less select possible fact finders.

5 47. By May 29, 2024, the FMCS strike list was in the hands of the outside counsel utilized
6 by Clark County to conduct all of its recent fact findings.

7 48. On May 29, 2024, outside counsel for Clark County contacted CCPA's outside counsel
8 by email regarding the strike list and strongly suggested (without stating directly) that Clark County
9 would not agree to select a fact finder or set any future hearing dates. For the first time, Clark County
10 asked for mediation.

11 49. That same day, May 29, 2024, outside counsel for CCPA responded by email that
12 CCPA would be happy to engage in mediation, but that mediation should not delay the striking of
13 names from the FMCS list and the scheduling of a fact finding at a future date (in the event mediation
14 failed). As pointed out by CCPA's outside counsel, if the mediation proved successful, cancelling the
15 scheduled fact finding would be a simple matter.

16 50. On June 3, 2024, the Fact-Finder issued a decision recommending six percent (6%)
17 retroactive to July 1, 2023 for a COLA. CCPA immediately conveyed their acceptance of that
18 recommendation. Clark County has yet to place the matter on the agenda for the Clark County Board
19 of Commissioners.

20 51. On June 13, 2024, CCPA emailed Director Germany to remind him that the County had
21 not taken any steps to schedule the mediation they requested.

22 52. That same day, on June 13, 2024, Clark County's outside counsel confirmed in writing
23 that Clark County would not agree to strike names to select a fact finder or schedule any non-binding
24

1 fact finding hearing prior to the completion of a mediation. This confirmed CCPA's suspicion that
2 Clark County was using the mediation to delay fact finding.

3 53. Despite being at impasse, the parties met again on June 17, 2024. At that meeting,
4 County rejected all monetary proposals from CCPA and passed across an article on COLA which read:

5 (THE LANGUAGE PROPOSED, EVEN IF TENTATIVELY AGREED UPON,
6 CAN NOT BE EXECUTED UNTIL THE 2023 NEGOTIATIONS/FACT-
7 FINDING IS RATIFIED BY THE CLARK COUNTY BOARD OF
8 COMMISSIONERS)

9 **ARTICLE 36 Compensation**

10 EFFECTIVE JULY 1, 2024, OR UPON APPROVAL BY THE CLARK
11 COUNTY BOARD OF COMMISSIONERS, WHICHEVER IS LATER, AND
12 FOR EACH SUCCESSIVE FISCAL YEAR BEGINNING JULY 1
13 THEREAFTER, THE SALARY SCHEDULES FOR ALL EMPLOYEES
14 COVERED IN APPENDIX A WILL BE ADJUSTED BY THE ANNUAL
15 PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST-SIZE CLASS
16 B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED
17 (SERIES ID CUURN400SA0) FROM THE IMMEDIATELY PRECEDING
18 COMPLETED FULL CALENDAR YEAR. THE ADJUSTED PERCENTAGE
19 INCREASE IN SALARY SCHEDULES SHALL BE A MINIMUM OF 2%
20 AND A MAXIMUM OF 3.0%. IN THE EVENT THAT THE ANNUAL
21 PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST-SIZE CLASS
22 B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED
23 (SERIES ID CUURN400SA0), IS EQUAL TO OR GREATER THAN 5%,
24 THE ADJUSTED PERCENTAGE INCREASE IN SALARY SCHEDULES
SHALL BE 4.5%. IN THE EVENT THE ANNUAL PERCENTAGE
INCREASE TO CPI-U ALL ITEMS IN WEST-SIZE CLASS B/C, ALL
URBAN CONSUMERS, NOT SEASONALLY ADJUSTED (SERIES ID
CUURN400SA0), IS EQUAL TO OR LESS THAN 0%, THE ADJUSTED
PERCENTAGE INCREASE IN SALARY SCHEDULES SHALL BE 1%. THE
ADJUSTED PERCENTAGE INCREASE IS BASED ON U.S. BUREAU OF
LABOR STATISTICS DATA (<https://data.bls.gov/timeseries/cuurn400sa0>).

21 **CALCULATED AS FOLLOWS:**

22	2023 ANNUAL CPI	188.941
23	LESS 2022 ANNUAL CPI	181.312
24	ANNUAL INCREASE	7.63
	DIVIDED BY 2022 CPI	181.312
	ANNUAL PERCENTAGE INCREASE IN CPI	4.2%
	SALARY SCHEDULE ADJUSTMENT	3.0%

1 54. By its very language, it was not bargaining in good faith as the language of the
2 document indicates that they are not making an offer, but merely suggesting what their offer may be in
3 the future after the BCC decides to accept the recommendation of the Fact-Finder or after binding
4 arbitration on the July 1, 2023 COLA. If the BCC rejects the Fact-Finder, that would mean many more
5 months of delay without good faith bargaining by Clark County.

6 55. On the same date, June 17, 2024, Clark County's outside counsel notified CCPA's
7 outside counsel that the FMCS mediator mutually agreed to by the parties, Commissioner Brown, only
8 had dates available on July 17, 18, and 23, 2024.

9 56. Although these proposed dates were inconvenient for CCPA's outside counsel, on June
10 21, 2024, CCPA communicated a willingness to accept the proposed dates and mediate without the
11 assistance of outside counsel.

12 57. Later that day, on June 21, 2024, Clark County's outside counsel notified CCPA that
13 none of the proposed dates would work for Clark County because, "The County folks were not all
14 available on those days." CCPA's outside counsel reminded Clark County's outside counsel that Clark
15 County had an obligation to schedule the mediation as soon as possible, and that the County's entire
16 bargaining team need not be present, because mediation only requires one person with authority to
17 reach an agreement.

18 58. No alternative mediation dates have been provided by Clark County.

19 59. That the other employee bargaining groups, DAIA, CCDU (Defenders), IAFF, CC
20 LAW ENFORCEMENT, SEIU have contracts ending on June 30, 2024. To date, none have reached a
21 successor agreement, and there is not a provision in any prior contract for a COLA on July 1, 2024.

22 60. On June 26, 2024, County Manager Kevin Schiller sent an email to every county
23 employee indicating that they intended to provide 3% COLA to all county employees on July 1, 2024,
24 despite not have successor agreements, except DAIA and CCPA which included the below graphic:

Employee Group	7/1/2024 COLA
DAIA	0%
Defenders	3%
IAFF (Rank&File/Batt Chief)	3%
Non-Union (incl former IUEC)	3%
CC Law Enforcement	3%
Prosecutors	0%
SEIU (Sup/Non-Sup)	3%

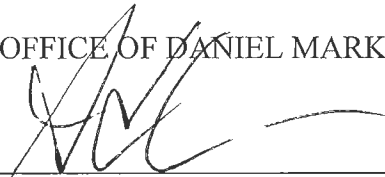
61. That the actions of Clark County as set forth constitutes a failure to bargain in good faith in violation of NRS 288.270(1)(a) and (e), an attempt to interfere in the administration of the CCPA in violation of NRS 288.270(1)(b), and discrimination in regard to any term or condition of employment to discourage membership in the CCPA in violation of NRS 288.270(c).

WHEREFORE, CCPA requests the following relief from the Board:

1. Issue findings that one or more prohibited practices were committed by Clark County;
2. Issue an order for costs and award attorney's fees in favor of CCPA; and
3. Order such other and further relief as the Board deems necessary under the broad remedial powers conferred pursuant to NRS 288.110(2).

DATED this 9th day of July 2024.

LAW OFFICE OF DANIEL MARKS

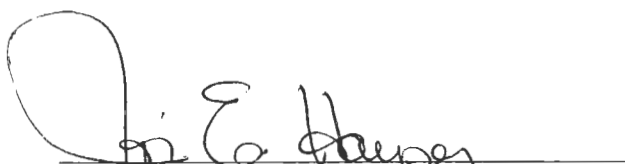


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*Attorneys for Clark County Prosecutors
 Association*

1 CERTIFICATE OF ELECTRONIC SERVICE

2 I hereby certify that I am an employee of the LAW OFFICE OF DANIEL MARKS, and that on
3 the 9th day of July 2024, I served a true and correct copy of the foregoing FIRST AMENDED
4 COMPLAINT FOR PROHIBITED PRACTICES by emailing the same to the following recipients.
5 Service of the foregoing document by email is in place of service via the United State Postal Service.

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13 
14 An employee of the
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August 22, 2024
State of Nevada
E.M.R.B.
9:30 p.m.

8 **STATE OF NEVADA**
9 **EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 CLARK COUNTY PROSECUTORS
11 ASSOCIATION,

Case No.: 2024-019

12 Complainant,

13 vs.

14 CLARK COUNTY,

15 Respondent.
16

17 **ANSWER TO FIRST AMENDED COMPLAINT**

18 **Respondent, Clark County (the “County”)**, by and through its counsel, Fisher &
19 Phillips LLP, hereby submits its Answer to the Clark County Prosecutors Association,
20 (“CCPA”) **“First Amended Complaint For Prohibited Practices”** filed July 9, 2024
21 (“FAC”)¹ and hereby admits, denies and alleges as follows:

22 1. Answering Paragraph 1 of the FAC, the County admits that CCPA is an
23 employee organization within the meaning of NRS 288.040, recognized by the County
24 as the exclusive bargaining representative for the Deputy District Attorneys in the
25 criminal division of the Clark County District Attorney’s office, and denies every other
26 allegation contained therein.
27

28 ¹ This Answer is filed together with the substantive Motion to Consolidate or Stay this matter with the
County’s previously filed Petition for Declaratory Order in Case No. 2024-016, submitted
contemporaneously herewith.

1 2. Answering Paragraph 2 of the FAC, the County admits the allegations
2 contained therein.

3 3. Answering Paragraph 3 of the FAC, the County admits the allegations
4 contained in the first sentence. The County further admits that prior to 2006, Deputy
5 District Attorneys were covered by the Clark County Management Employees Benefit
6 **Plan (“MPlan”)** and denies every other allegation contained therein.

7 4. Answering Paragraph 4 of the FAC, the County admits the allegations
8 contained therein.

9 5. Answering Paragraph 5 of the FAC, the County asserts that the CBA is a
10 document the content of which speaks for itself, and denies every other allegation to the
11 extent inconsistent therewith.

12 6. Answering Paragraph 6 of the FAC, the County admits that the CCPA
13 sent notice to the County prior to February 1, 2022, to negotiate Article 36 -
14 Compensation, and denies every other allegation contained therein.

15 7. Answering Paragraph 7 of the FAC, the County admits that on March 15,
16 2022, the parties signed ground rules, which is a document the content of which speaks
17 for itself and denies every other allegation to the extent inconsistent therewith.

18 8. Answering the first and second sentences of Paragraph 8 of the FAC, the
19 County admits that the parties met several times to negotiate but could not reach an
20 agreement and the Union declared impasse. The County admits the allegations contained
21 in the third sentence of Paragraph 8 of the FAC.

22 9. Answering Paragraph 9 of the FAC, the County admits the allegations
23 contained therein.

24 10. Answering Paragraph 10 of the FAC, the County admits that on February
25 7, 2023, it held a Public Meeting as required by NRS 288.200(8) and NRS Chapter 241,
26 and the Clark County Board of County **Commissioners (“BOCC”)** **took no action on the**
27 **Recommendation.** The County denies every other allegation in Paragraph 10 of the FAC.

28

- 1 11. Answering Paragraph 11 of the FAC, the County admits that the CCPA
2 requested binding fact finding and denies every other allegation contained therein.
- 3 12. Answering Paragraph 12 of the FAC, the County admits that prior to
4 February 1, 2023, the CCPA sent notice to the County to negotiate to determine if a Cost
5 **of Living Adjustment (“COLA”) would be awarded, and denies** every other allegation
6 contained therein.
- 7 13. Answering Paragraph 13 of the FAC, the County admits that no ground
8 rules were signed for the 2023 reopener negotiations, and denies every other allegation
9 contained therein .
- 10 14. Answering Paragraph 14 of the FAC, the County admits the allegations
11 contained therein.
- 12 15. Answering Paragraph 15 of the FAC, the County admits the allegations
13 contained therein.
- 14 16. Answering Paragraph 16 of the FAC, the County admits the allegations
15 contained therein.
- 16 17. Answering Paragraph 17 of the FAC, the County admits the allegations
17 contained therein.
- 18 18. Answering Paragraph 18 of the FAC, the County admits that the parties
19 met and signed ground rules on April 26, 2024, which is a document the content of which
20 speaks for itself and the County denies every other allegation contained in Paragraph 18
21 of the FAC. .
- 22 19. Answering Paragraph 19 of the FAC, the County admits the allegations
23 contained therein.
- 24 20. Answering Paragraph 20 of the FAC, the County admits the allegations
25 contained therein.
- 26 21. Answering Paragraph 21 of the FAC, the County admits that on February
27 27, 2024, prior to the Fact Finding Hearing, the County conveyed its Fact Finding
28

1 Proposal as Exhibit 8, which is a document the content of which speaks for itself and the
2 County denies every other allegation contained in Paragraph 21 of the FAC.

3 22. Answering Paragraph 22 of the FAC, the County admits its Fact Finding
4 Proposal was not retroactive, and asserts that the entire Fact Finding Hearing was
5 transcribed by a certified court reporter in a transcript which is a document the content
6 of which speaks for itself and the County denies the allegations to the extent inconsistent
7 therewith.

8 23. Answering Paragraph 23 of the FAC, the County admits that the entire
9 Fact Finding Hearing was transcribed by a certified court reporter in a transcript which
10 is a document the content of which speaks for itself and the County denies the allegations
11 to the extent inconsistent therewith.

12 24. Answering Paragraph 24 of the FAC, the County admits that the entire
13 Fact Finding Hearing was transcribed by a certified court reporter in a transcript which
14 is a document the content of which speaks for itself and the County denies the allegations
15 to the extent inconsistent therewith.

16 25. Answering Paragraph 25 of the FAC, the County denies the allegations
17 contained therein.

18 26. Answering Paragraph 26 of the FAC, the County denies the allegations
19 contained therein.

20 27. Answering Paragraph 27 of the FAC, the County denies the allegations
21 contained therein.

22 28. Answering Paragraph 28 of the FAC, the County admits that the parties
23 negotiated over the successor CBA and CCPA opened a number of articles seeking
24 financial compensation, and the County denies every other allegation contained therein.

25 29. Answering Paragraph 29 of the FAC, the County denies the allegations
26 contained therein.

27 30. Answering Paragraph 30 of the FAC, the County admits it proposed the
28 removal of severance pay. The County denies every other allegation contained therein.

- 1 31. Answering Paragraph 31 of the FAC, the County admits that chief
2 negotiator Christina Ramos stated that one of its reasons for its proposal was that no other
3 bargaining unit receives severance pay. The County denies every other allegation
4 contained therein.
- 5 32. Answering Paragraph 32 of the FAC, the County denies the allegations
6 contained therein.
- 7 33. Answering Paragraph 33 of the FAC, the County asserts that the Closing
8 Brief is a document the content of which speaks for itself and denies the allegations to
9 the extent inconsistent therewith.
- 10 34. Answering Paragraph 34 of the FAC, the County denies the allegations
11 contained therein.
- 12 35. Answering Paragraph 35 of the FAC, the County denies the allegations
13 contained therein.
- 14 36. Answering Paragraph 36 of the FAC, the County admits that it filed a
15 Petition for Declaratory Order on May 6, 2024. The County denies every other allegation
16 contained therein.
- 17 37. Answering Paragraph 37 of the FAC, the County admits that CCPA had
18 a conversation with lead negotiator Christina Ramos on May 13, 2024 during which time
19 she stated that she could not respond at that time. The County denies every other
20 allegation contained therein.
- 21 38. Answering Paragraph 38 of the FAC, the County denies the allegations
22 contained therein.
- 23 39. Answering Paragraph 39 of the FAC, the County admits that e-mail
24 correspondence was exchanged on May 15, 2024 and May 17, 2024, which are
25 documents the contents of which speak for themselves and the County denies the
26 allegations to the extent inconsistent therewith.
- 27 40. Answering Paragraph 40 of the FAC, the County denies the allegations
28 contained therein.

1 41. Answering Paragraph 41 of the FAC, the County asserts that the Petition
2 for a Declaratory Order is a document the content of which speaks for itself and denies
3 the allegations to the extent inconsistent therewith. The County denies every other
4 allegation contained in Paragraph 41 of the FAC.

5 42. Answering Paragraph 42 of the FAC, the County admits both parties
6 waived mediation in the 2022 and 2023 impasse proceedings. The County denies every
7 other allegation contained therein.

8 43. Answering Paragraph 43 of the FAC, the County denies the allegations
9 contained therein.

10 44. Answering Paragraph 44 of the FAC, the County admits that the CCPA
11 requested a strike list from FMCS for Fact Finders on May 17, 2024. The County denies
12 every other allegation contained therein.

13 45. Answering Paragraph 45 of the FAC, NRS 288.200(2) is a statute the
14 content of which speaks for itself and denies the allegations to the extent inconsistent
15 therewith. The County denies every other allegation contained in Paragraph 45 of the
16 FAC.

17 46. Answering Paragraph 46 of the FAC, the County admits it that it declined
18 to strike names from the FMCS list. The County denies every other allegation in
19 Paragraph 46 of the FAC.

20 47. Answering Paragraph 47 of the FAC, the County admits the allegations
21 contained therein.

22 48. Answering Paragraph 48 of the FAC, the County admits that outside
23 counsel for the County contacted outside counsel for the CCPA **to state that “negotiations**
24 **that reach impasse must first proceed to mediation before they can proceed to non-**
25 **binding fact finding.” The County denies every other allegation contained therein.**

26 49. Answering Paragraph 49 of the FAC, the County admits that CCPA sent
27 an e-mail on May 29, 2024 agreeing to mediation, and the e-mail is a document the
28 content of which speaks for itself and denies the allegations to the extent inconsistent

1 therewith. The County denies every other allegation contained in Paragraph 49 of the
2 FAC.

3 50. Answering Paragraph 50 of the FAC, the County admits the first two
4 sentences and denies every other allegation contained therein.

5 51. Answering Paragraph 51 of the FAC, the County denies the allegations
6 contained therein.

7 52. Answering Paragraph 52 of the FAC, the County admits the allegations
8 of the first sentence and denies every other allegation contained therein.

9 53. Answering Paragraph 53 of the FAC, the County admits it met on June
10 17, 2024 and passed a proposal which is a document the content of which speaks for
11 itself, and the County denies the allegations to the extent inconsistent therewith. The
12 County denies every other allegation contained therein.

13 54. Answering Paragraph 54 of the FAC, the County denies the allegations
14 contained therein.

15 55. Answering Paragraph 55 of the FAC, the County admits that on June 17,
16 2024 outside counsel for Clark County notified CCPA that the earliest dates
17 Commissioner Brown had available were July 17, 18 and 23 of 2024 and that counsel for
18 **the County would be “reaching out to my clients now to see if any of these dates work
19 for them.”** The County denies every other allegation contained therein.

20 56. Answering Paragraph 56 of the FAC, **the County admits that CCPA’s**
21 **counsel sent an e-mail on June 21, 2024, which is a document the content of which speaks**
22 **for itself, and the County denies the allegations to the extent inconsistent therewith. The**
23 **County denies every other allegation contained therein.**

24 57. Answering Paragraph 57 of the FAC, the County admits that it sent an e-
25 **mail to CCPA on June 21, 2024 stating “The C ounty folks were not all available on those**
26 **days, but I think they were willing to consider private mediation.”** The County denies
27 every other allegation contained therein.
28

1 58. Answering Paragraph 58 of the FAC, the County denies the allegations
2 contained therein.

3 59. Answering Paragraph 59 of the FAC, the County denies the allegations
4 contained therein.

5 60. Answering Paragraph 60 of the FAC, the County admits that County
6 Manager Kevin Schiller sent an e-mail correspondence to all County employees on June
7 26, 2024, which is a document the content of which speaks for itself, and the County
8 denies the allegations to the extent inconsistent therewith. The County denies every other
9 allegation contained therein.

10 61. Answering Paragraph 61 of the FAC, the County denies the allegations
11 contained therein.

12 62. Answering the Paragraphs starting with WHEREFORE and all
13 subparagraphs of the FAC, the County denies any wrongdoing and denies that any
14 remedy or relief is appropriate. To the extent not expressly admitted in the paragraphs
15 above, the County denies each and every remaining allegation in the FAC.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

16
17
18 The claims, allegations and events are barred by the statute of limitations as they
19 occurred more than 6 months prior to the filing of the complaint.

SECOND DEFENSE

20
21 The legal issue in this case is already **the subject of Clark County’s Petition for a**
22 **Declaratory Order in Case Number 2024-016** and a Motion to Consolidate cases or Stay
23 resolution of this matter until resolution of Case 2024-016 has been filed by the County
24 concurrently herewith.

THIRD DEFENSE

25
26 The FAC fails to allege facts sufficient to state the basis for a claim of regressive
27 bargaining.

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FOURTH DEFENSE

Any claims arising from scheduling the mediation have been waived by the CCPA or the CCPA is estopped from bringing these claims due to the CCPA’s intervening request for a private mediator and/or a mediator with earlier dates.

FIFTH DEFENSE

The FAC fails to allege a claim upon which relief can be granted.

WHEREFORE, Respondent, Clark County, prays:

1. Complaint be dismissed;
2. County be awarded its reasonable costs and attorney fees; and
3. Such other relief as the Board deems appropriate.

DATED this 22nd day of August, 2024.

FISHER & PHILLIPS LLP

By: /s/ Allison L. Kheel, Esq.
Mark J. Ricciardi, Esq.
Allison L. Kheel, Esq.
300 South Fourth Street, Suite 1500
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Attorneys for Respondent, Clark County

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CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of August, 2024, I filed and served by electronic means the foregoing **ANSWER TO FIRST AMENDED COMPLAINT**, as follows:

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Clark County Prosecutors Association

By: /s/ Allison L. Kheel
An employee of Fisher & Phillips LLP

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FILED
August 22, 2024
State of Nevada
E.M.R.B.
9:30 p.m.

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STATE OF NEVADA
EMPLOYEE-MANAGEMENT RELATIONS BOARD

10 CLARK COUNTY PROSECUTORS
11 ASSOCIATION,

Case No.: 2024-019

12 Complainant,

13 vs.

14 CLARK COUNTY,

15 Respondent.

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RESPONDENT’S MOTION TO CONSOLIDATE OR STAY

18 Respondent Clark County (“the County”), by and through its counsel of record,
19 Fisher & Phillips LLP, hereby moves to consolidate the above-captioned case¹ with Case
20 No. 2024-016, pursuant to NAC 288.275. Alternatively, the County moves to stay all
21 proceedings and resolution of this case until the Employee Management Relations Board
22 (“EMRB” or the “Board”) has issued a final decision on the County’s previously filed
23 Petition for Declaratory Order in Case No. 2024-016.

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BACKGROUND

25 The County and Complainant, the Clark County Prosecutors Association
26 (“CCPA”) began negotiating a reopener to the wage article of its collective bargaining
27

28

¹ This Motion is filed contemporaneously with the County’s Answer to the First Amended Complaint in this matter.

1 **agreement (“CBA”) in 2022. The County’s proposal included language which would**
2 **make the proposal effective upon ratification by the Board of County Commissioners**
3 **(“BOCC”), a date to occur in the future. The CCPA’s proposal would have been**
4 **retroactive, effective upon the date of the reopener (July 1, 2023).**

5 On May 6, 2024, the County filed a Petition for Declaratory Order in Case No.
6 2024-016 seeking among several claims, a declaration by the EMRB that the County can
7 include a specific effective date in a final offer at both the bargaining table and continue
8 to make that proposal in binding factfinding. On July 9, 2024, the CCPA filed its First
9 Amended Complaint for Prohibited Practices (**hereinafter “FAC”) in the present matter,**
10 **Case No. 2024-019. See CCPA’s FAC in Case 2024-019.** Paragraph 27 of the FAC
11 **alleges that “A non-retroactive offer itself is, by definition, regressive bargaining . . .”**
12 **and alleges several prohibited practices claims in Paragraphs 25, 26 and 30 on the basis**
13 **of the theory that non-retroactive offers equate to regressive bargaining. FAC ¶¶ 25-27,**
14 **30.**

15 Paragraph 36 of the FAC notes: **“On May 6, 2024 . . . it filed a Petition for**
16 **Declaratory Order before the Board seeks ‘clarification’ on five (5) issues, three (3) of**
17 **which arise out of the current bargaining disputes between CCPA and the County.”** FAC
18 ¶ 36. Paragraph 41 of the FAC specifically notes that **“In issue 4 of the pending Petition**
19 **for Declaratory Order, Respondent Clark County asked this Board for a declaration that**
20 **they can put a ‘specific effective date’ in the final offer in binding arbitration, despite**
21 **NRS 288.215(10), which is incorporated into NRS 288.200(6) stating ‘[a]ny award of the**
22 **arbitrator is retroactive to the expiration date of the last contract.”** FAC ¶ 41. **While the**
23 **County denies the validity of this legal argument, there is no doubt that both parties agree**
24 **that the two cases involve the same legal and factual issues.**

25 There is a substantial overlap between the facts and legal arguments of this matter
26 and the Petition for Declaratory Order in Case No. 2024-016. In fact, if the Board were
27 to rule in favor of the County in Case No. 2024-016 and find that its proposal was not
28 regressive, and it is not unlawful to make a proposal with a specific effective date, it

1 **would dispose of the CCPA’s claim in this** matter that such a proposal was bad faith
2 bargaining and a prohibited practice.

3 On July 9, 2024, the CCPA filed the instant FAC claiming the prohibited practices
4 that the County failed to bargain in good faith in violation of NRS 288.270(1)(a) and (e)
5 by including a non-retroactive effective date in its bargaining proposal and insisting on
6 the same at impasse.

7 While the relative merits of the County’s and CCPA’s respective positions on the
8 issue of whether non-retroactive proposals violate the statute will, of course, need to be
9 weighed and evaluated by the Board, there can be no genuine dispute that the instant case
10 should be consolidated with Case No. 2024-016 to promote efficiency and consistency
11 **and to preserve the Board’s resources.**

12 **GROUND FOR MOTION**

13 **NAC 288.275(1) provides that “[t]he Board may consolidate two or more cases**
14 **in any one hearing when it appears that the issues are substantially the same and that the**
15 **rights of the parties will not be prejudiced by a consolidated hearing.” Both of these**
16 **criteria are met here.**

17 First, a critical issue in both cases is whether a proposal containing a specific
18 effective date (or a future effective date based upon the date of ratification by the Board
19 of County Commissioners) is permissible under the statute. It is a critical issue in Case
20 No. 2024-016 because the County is expressly seeking a declaration that their proposal
21 containing a non-retroactive effective date is permissible and does not violate the statute.
22 And it is a critical issue in the instant case because, the Board must find that the proposal
23 is not permissible before it could find that the County bargained in bad faith by including
24 non-retroactive language in its proposal.

25 **Second, the parties’ rights will not be prejudiced by consolidating these cases for**
26 **hearing. The Board cannot determine whether the County has violated NRS**
27 **288.270(1)(a) and (e), and/or NRS 288.270(1)(b) as CCPA alleges, without first**
28

1 determining whether the conduct alleged to be bad faith bargaining is actually illegal.²
2 Consequently, the legal issue of non-retroactivity will have to be litigated in both cases if
3 they are not consolidated.

4 Accordingly, the County requests that the Board consolidate Case No. 2024-016
5 with the above-captioned case and receive evidence, testimony and legal argument to
6 resolve the legal issue of whether non-retroactive offers in bargaining and binding fact
7 finding are lawful and permissible. Alternatively, the County requests that the
8 proceedings in this case be stayed until a Decision on the Merits has been issued in Case
9 No. 2024-016.

10 DATED this 22nd day of August 2024.

11 FISHER & PHILLIPS LLP

12
13 By: /s/ Allison L. Kheel, Esq.
14 Mark J. Ricciardi, Esq.
15 Allison L. Kheel, Esq.
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18 *Attorneys for Respondent, Clark County*

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28 ² It should be noted that the inverse proposition is not always true. Even if the Board determines that a non-retroactive proposal violates the statute (which it should not), the County still held a good faith belief that its proposal was permissible and thus there was no bad faith bargaining.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 22nd day of August, 2024, I filed and served by
3 electronic means the foregoing **RESPONDENT’S MOTION TO CONSOLIDATE OR**
4 **STAY**, as follows:

5 Employee-Management Relations Board
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18 *Attorneys for Complainant,*
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20 By: /s/ Sarah Griffin
21 An employee of Fisher & Phillips LL

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6 *Attorneys for CCPA*

FILED
September 5, 2024
State of Nevada
E.M.R.B.
11:07 a.m.

7
8 STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
9 RELATIONS BOARD

10 CLARK COUNTY PROSECUTORS
ASSOCIATION,
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Complainant,
12
and
13 CLARK COUNTY,
14
Respondent
15

Case No. 2024-019

**CLARK COUNTY PROSECUTORS
ASSOCIATION'S OPPOSITION TO
RESPONDENT'S MOTION TO
CONSOLIDATE OR STAY**

16
17 COMES NOW Plaintiff Clark County Prosecutors Association ("CCPA") by and through
18 undersigned counsel Adam Levine, Esq. of the Law Office of Daniel Marks and files their Opposition
19 to Defendant Clark County's Motion to Consolidate or Stay as follows:

20 On July 9, 2020 for the CCPA filed its First Amended Complaint for Prohibited Practices
21 (hereafter "FAC") alleging a failure to bargain in good faith. The FAC includes multiple allegations
22 including a failure to make offers or counteroffers (paragraph 29), regressive bargaining in retaliation
23 for CCPA invoking statutory impasse procedures for the past 2 years (paragraphs 30 and 31), refusal to
24 bargain because prior statutory impasse proceedings were not completed despite the fact that there was

1 no significant uncertainty (paragraphs 34 and 35), refusal to negotiate any financial articles until EMRB
2 Case No. 2024-016 was decided (paragraph 36), failure to adhere to statutory time limits and/or
3 unreasonable delays in connection with the impasse statutes (paragraphs 44-49, 52-58), and giving
4 other bargaining units interim 3% COLAS despite the fact that other bargaining units were also at
5 impasse, while denying the same to CCPA.

6 Clark County has filed a Motion to consolidate the FCA with its Petition for Declaratory Order
7 in Case No. 2024-016, or otherwise stay the FAC, based upon references to Clark County's Petition in
8 paragraphs 36 and/or 41 of the FAC. This does not constitute good grounds to stay or consolidate this
9 matter.

10 First, the briefing in Case No. 2024-016 is substantially completed. Clark County is not
11 obligated to file a Reply Brief, but even if it elects to do so, there should be a decision on its Petition
12 well before this case would be set for a hearing. By way of example, in a similar case involving the
13 Clark County Defenders Union in Case No. 2024-014, the Board is looking at setting that matter in
14 November 2024. Given that Pre-hearing Statements in this matter are not even due until September 12,
15 it is unlikely that this case would be set until December 2024, or January 2025 at the earliest. The
16 Petition will almost certainly have been decided by that date.

17 Second, the "overlap" with the issues in Case No. 2024-016 is not "substantial" as characterized
18 by Clark County's Motion; is minor at best. Given the fact that the retroactivity language of NRS
19 288.215(10) is clear and unambiguous on its face, Clark County's attack on retroactivity through its
20 Petition is simply not well taken and should not be a basis for delaying anything.

21 Finally, consolidation is not warranted because the issues in the Petition filed by Clark County
22 are purely legal issues. In contrast, nature of the testimony which will be given in connection with the
23 FAC will be based upon the presentations actually made (or not made) by Clark County, as well as the
24 delay tactics which its bargaining representatives have engaged in. Simply put, these are two separate

1 issues and should be handled separately. The prohibited practices by Clark County are an ongoing harm
2 being suffered by the members of the CCPA with real life consequences. Any stay of the redress
3 sought in these proceedings would continue to perpetrate the harms being inflicted on those members.

4 DATED this 5th day of September 2024.

5 LAW OFFICE OF DANIEL MARKS

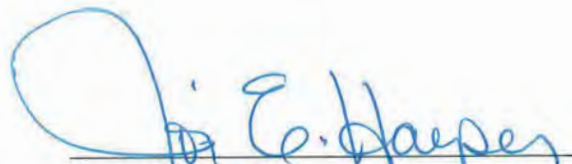
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17 *Attorneys for CCPA*

1 CERTIFICATE OF ELECTRONIC SERVICE

2 I hereby certify that I am an employee of the LAW OFFICE OF DANIEL MARKS, and that on
3 the 5th day of September 2024, I served a true and correct copy of the foregoing **CLARK COUNTY**
4 **PROSECUTORS ASSOCIATION'S OPPOSITION TO RESPONDENT'S MOTION TO**
5 **CONSOLIDATE OR STAY** by emailing the same to the following recipients. Service of the
6 foregoing document by email is in place of service via the United State Postal Service.

7 Allison Kheel, Esq.
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11 Tel: (702) 862-3817
12 akheel@fisherphillips.com
13 *Attorneys for Clark County*

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15 An employee of the
16 LAW OFFICE OF DANIEL MARKS
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12 *Attorneys for Respondent, Clark County*

FILED
September 20, 2024
State of Nevada
E.M.R.B.
8:03 a.m.

STATE OF NEVADA
EMPLOYEE-MANAGEMENT RELATIONS BOARD

10 CLARK COUNTY PROSECUTORS
11 ASSOCIATION,

Case No.: 2024-019

12 Complainant,

13 vs.

14 CLARK COUNTY,

15 Respondent.
16

17 **RESPONDENT’S REPLY IN SUPPORT OF ITS MOTION TO CONSOLIDATE**
18 **OR STAY**

19 Respondent Clark County (“the County”), by and through its counsel of record,
20 Fisher & Phillips LLP, hereby files its Reply to Clark County Prosecutors Association’s
21 (“CCPA”) Opposition to Clark County’s Motion to Consolidate or Stay.

22 **ARGUMENT**

23 As outlined in the Motion, both criteria for consolidation under NAC 288.275(1)
24 have been met as there is substantial overlap of the issues in this case and the previously
25 filed Petition for Declaratory Order in Case No. 2024-016.

26 The CCPA’s argument that this case will not be set for hearing for several
27 months and “the Petition will almost certainly have been decided by that date” is
28 actually an argument in favor of consolidation as it demonstrates that there will be no

1 significant harm or prejudice to either party in having to wait for a decision. Opp. at
2 2:15-16. Consolidating or staying this matter to await the outcome of the Petition will
3 allow the parties to have a solid understanding of the Board's **interpretation of the law**
4 and definition of retroactivity and regressive bargaining. This in turn will impact the
5 **parties' approach to several of the claims**¹ in this case and will avoid the parties having
6 to submit supplemental pre-hearing statements and briefing. It will also avoid having to
7 present duplicative evidence and legal arguments. Therefore, the interest of efficiency
8 is best served by consolidation or a stay of this matter pending the outcome of the
9 Petition.

10 **As to CCPA's argument that "the retroactivity language of NRS 288.215(10) is**
11 **clear and unambiguous on its face" and so is not a substantial legal issue — such is an**
12 argument based on the *merits* of the positions of the parties. Clearly the County
13 believed and believes that the retroactivity language was and is a substantial legal issue
14 as it was the good faith grounds for the County bringing the Petition in the first place.
15 Opp. at 2:18-20. The Board cannot find that interpretation of the retroactivity language
16 is insubstantial (as the CCPA asserts) in this case without also effectively ruling on the
17 merits of this central legal issue in the Petition. As that legal issue will be fully briefed
18 in the Petition and constitutes a one sentence argumentative assertion in this matter, a
19 determination of such a legal issue should await the determination of the Board once the
20 matter is fully briefed in the Petition.

21 The Board cannot determine whether the County has violated NRS
22 288.270(1)(a) and (e), and/or NRS 288.270(1)(b) as CCPA alleges, without first
23 determining whether the conduct alleged to be bad faith bargaining is actually illegal.²
24 Consequently, the legal issue of non-retroactivity will have to be litigated in both cases
25 if they are not consolidated.

26 _____
27 ¹ While not every issue in this matter overlaps with the issues in the Petition, that is not a reason to deny
consolidation as there is significant overlap on several of the issues in this matter.

28 ² It should be noted that the inverse proposition is not always true. Even if the Board determines that a
non-retroactive proposal violates the statute (which it should not), the County still held a good faith belief
that its proposal was permissible and, thus, there was no bad faith bargaining.

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Accordingly, the County requests that the Board consolidate Case No. 2024-016 with the above-captioned case and receive evidence, testimony and legal argument to resolve the legal issue of whether non-retroactive offers in bargaining and binding fact finding are lawful and permissible. Alternatively, the County requests that the proceedings in this case be stayed until a Decision on the merits has been issued in Case No. 2024-016.

DATED this 19th day of September, 2024.

FISHER & PHILLIPS LLP

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CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of September, 2024, I filed and served by electronic means the foregoing **RESPONDENT’S REPLY IN SUPPORT OF ITS MOTION TO CONSOLIDATE OR STAY**, as follows:

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Clark County Prosecutors Association*

By: /s/
An employee of Fisher & Phillips LL