

**FILED**  
**December 9, 2025**  
**State of Nevada**  
**E.M.R.B.**  
4:27 p.m.

1 **CHRISTENSEN JAMES & MARTIN, CHTD.**  
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9 *Attorneys for Local 1107*

6 **STATE OF NEVADA**  
7 **GOVERNMENT EMPLOYEE-MANAGEMENT**  
8 **RELATIONS BOARD**

9 NEVADA SERVICE EMPLOYEES UNION,  
10 Complainant,  
11 vs.  
12 WATER RECLAMATION DISTRICT  
13 EMPLOYEES ASSOCIATION, and  
14 CLARK COUNTY WATER  
15 RECLAMATION DISTRICT,  
16 Respondent.

CASE NO.: 2025-028

16 **PROHIBITED PRACTICES COMPLAINT**

17 Complainant, Nevada Service Employees Union, SEIU Local 1107 (“Local 1107”  
18 or “Union”), by and through its counsel of record, Christensen James & Martin, Chtd.,  
19 hereby makes the following Prohibited Practices Complaint pursuant to NRS 288.270 and  
20 288.280 against the Water Reclamation District Employees Association (“Association”)  
21 and the Clark County Water Reclamation District (“WRD”).

22 **STATEMENT OF PARTIES AND JURISDICTION**

- 23 1. Local 1107, at all relevant times, was and is an Employee Organization as  
24 defined in NRS 288.040.  
25 2. Local 1107’s address is 2250 S. Rancho Dr., Suite 165, Las Vegas, NV  
26 89102.  
27

**CHRISTENSEN JAMES & MARTIN, CHTD.**  
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117  
PH: (702) 255-1718 § FAX: (702) 255-0871

1           3.     The Association represents itself to be an Employee Organization as  
2 defined in NRS 288.040.

3           4.     The Association lacks a physical address, but it conducts business from  
4 the addresses of its officers and directors.

5           5.     The Association's Director is James Eaton ("Eaton") with an address of  
6 881 Joy Lane, Boulder City, Nevada 89005.

7           6.     WRD is a local government employer within the meaning of NRS 28.060.

8           7.     WRD's address is 5857 East Flamingo Road, Las Vegas, NV 89122.

9           8.     At all relevant times, Local 1107 was the exclusive bargaining  
10 representative of bargaining-eligible supervisory employees at WRD ("Supervisory  
11 Unit").

12          9.     The Government Employee-Management Relations Act (the "Act") is  
13 codified in Nevada Revised Statutes Chapter 288 and governs the collective bargaining  
14 obligations and prohibited practices of Local 1107, the Association, and WRD.

15          10.    This Board has jurisdiction under NRS 288.280 to hear and determine  
16 "[a]ny controversy concerning prohibited practices."

17          11.    The Board has further jurisdiction under NRS 288.110(2) to "hear and  
18 determine any complaint arising out of the interpretation of, or performance under, the  
19 provisions of this chapter by...any local government employer...local government  
20 employee...[or] any employee organization."

21                   **FACTS RELEVANT TO THE PROHIBITED PRACTICES**

22          12.    Local 1107 and WRD were parties to a collective bargaining agreement  
23 from July 1, 2021, through June 30, 2024.

24          13.    Starting in mid-2023, Local 1107 began the process of assembling a  
25 bargaining team to negotiate a successor collective bargaining agreement to take effect  
26 upon the expiration of the July 1, 2021, through June 30, 2024 collective bargaining  
27 agreement.

1           14.     Eaton joined Local 1107 on August 23, 2023.

2           15.     Eaton was then promptly elected to negotiate on behalf of his fellow  
3 bargaining unit members by representing that he would faithfully represent their interests  
4 at the bargaining table with WRD.

5           16.     Starting in or about February 2024, Local 1107 and WRD started contract  
6 negotiations for a successor collective bargaining agreement.

7           17.     During bargaining, WRD took the position that it desired to attract and  
8 retain employees.

9           18.     WRD stated that it was in the process of raising sewer connection and  
10 service fees to improve facilities and ensure that its operations remain viable.

11          19.     Local 1107 made presentations about and presented proposals to WRD  
12 that included a small increase of less than \$1.00 in addition to WRD's already-planned  
13 rate increase, all of which was intended to fund increases to wage scales and benefits that  
14 would meet WRD's goal of attracting and retaining employees.

15          20.     WRD rejected Local 1107's proposals, demanding that yearly wage  
16 increases remain minimal because it had engaged Graves Consulting to perform a  
17 classification and compensation study ("Study"), and that the Study should be a driving  
18 factor for setting wage rates for bargaining unit members.

19          21.     Eaton adopted, advocated for, and voted for WRD's position to keep wage  
20 rate increases minimal, relying on the Graves Consulting classification study instead of  
21 continued bargaining with WRD.

22          22.     A two-year successor collective bargaining agreement with minimal wage  
23 rate increases was reached on August 21, 2024 because of Eaton's influence and vote to  
24 accept WRD's proposal.

25          23.     Eaton then promptly withdrew his membership from Local 1107 on  
26 October 2, 2024, October being the only month in which he could withdraw his  
27 membership.

- 1           24.    The Study was completed by mid-2025.
- 2           25.    The Study’s conclusions have not been implemented.
- 3           26.    Eaton is a founding officer of the Association.
- 4           27.    Eaton is a Director of the Association.
- 5           28.    Eaton continues to act as a supervisor at WRD.
- 6           29.    On October 7, 2025, the Association held an organizing meeting in  
7 WRD’s Conference Room 106.
- 8           30.    The Association used WRD’s electronic communication system for the  
9 purpose of organizing opposition to Local 1107 as bargaining agent, including promoting  
10 the October 7, 2025, meeting.
- 11          31.    The Association’s meeting was advertised as a luncheon to occur between  
12 “11:00 AM-12:30 PM.”
- 13          32.    The purpose of the Association’s meeting was to discuss its “mission,”  
14 “the plan is for moving forward,” and “future benefits.”
- 15          33.    The time, location, and length of the meeting indicates that those attending  
16 the Association’s October 7, 2025 meeting were paid by WRD to participate in  
17 organizing activities designed to interfere with or challenge Local 1107’s representation  
18 of bargaining unit employees.
- 19          34.    Upon information and belief, Association members have held other  
20 organizing meetings at WRD facilities.
- 21          35.    The employees attending these meetings were either paid by WRD while  
22 attending the meetings are received paid time off to attend the meetings.
- 23          36.    The Association has no contract with WRD.
- 24          37.    The Association’s meetings were not for contract administration where  
25 there is no contract to administer.
- 26
- 27



1 coerce any employee in the exercise of any right guaranteed under this chapter.” NRS  
2 288.270(2)(a).

3 47. “It is a prohibited practice for a local government employee or for an  
4 employee organization or its designated agent willfully to: (c) Discriminate ... because of  
5 political or personal reasons or affiliations.” NRS 288.270(2)(c).

6 48. The Association and its officers have violated the above statutes by  
7 willfully and knowingly engaging in conduct and activities that interfere with, restrain,  
8 and coerce employees in the receiving and exercising of rights guaranteed by the Act,  
9 including the right to be represented by their chosen bargaining representative, Local  
10 1107.

11 49. The Association and its officers have violated the above statutes by  
12 willfully and knowingly engaging in conduct and activities for the purpose of  
13 discriminating against members of the bargaining unit who are Local 1107 members  
14 because of the Union’s political activities and for the personal reason of disliking Local  
15 1107 leadership.

16 50. Local 1107, its members, and Bargaining Unit employees are being  
17 harmed by the Association’s actions.

18 **SECOND CAUSE OF ACTION**

19 [WRD – NRS 288.270(1)]

20 51. Local 1107 hereby incorporates the allegations contained in the preceding  
21 paragraphs verbatim.

22 52. “It is a prohibited practice for a local government employer or its  
23 designated representative willfully to: (a) Interfere, restrain or coerce any employee in  
24 the exercise of any right guaranteed under this chapter.” NRS 288.270(1)(a).

25 53. WRD willfully interfered with, restrained, and/or coerced employees in  
26 the exercise of their rights by engaging in conduct that benefited the Association at the  
27 expense of Local 1107, thereby promoting the Association and disfavoring Local 1107.

1           54.    “It is a prohibited practice for a local government employer or its  
2 designated representative willfully to: ... Dominate, interfere or assist in the formation or  
3 administration of any employee organization.” NRS 288.270(1)(b).

4           55.    Upon information and belief, WRD willfully engaged the Association and  
5 its officers to dominate Local 1107 and interfere with the administration of Union duties  
6 and business.

7           56.    WRD willfully assisted in the formation and administration of the  
8 Association by lending material support in the use of WRD electronic communication  
9 systems and the use of WRD facilities for the purpose of organizing activities.

10          57.    WRD willfully assisted in the formation and administration of the  
11 Association by paying bargaining unit members to attend one or more Association  
12 meetings focused on organizational activities.

13          58.    “It is a prohibited practice for a local government employer or its  
14 designated representative willfully to: ... Discriminate in regard to hiring, tenure or any  
15 term or condition of employment to encourage or discourage membership in any  
16 employee organization.” NRS 288.270(1)(c).

17          59.    WRD willfully discriminated in favor of Association members by paying  
18 them to attend organizing activities that encourage membership in the Association and  
19 discourage membership in Local 1107.

20          60.    “It is a prohibited practice for a local government employer or its  
21 designated representative willfully to: Refuse to bargain collectively in good faith with  
22 [Local 1107]” NRS 288.270(1)(e).

23          61.    WRD willfully refused to bargain with Local 1107 concerning the  
24 implantation of the Study.

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**REMEDIES**

**WHEREFORE**, Complainant respectfully prays as follows:

1. For an order declaring the Association’s actions in violation of the NRS 288 *et seq.*
2. For an order declaring WRD’s actions in violation of the NRS 288 *et seq.*
3. For an order barring for three years the Association and its officers from seeking to decertify Local 1107 as bargaining agent.
4. For an order barring for three years WRD from seeking to decertify Local 1107 as bargaining agent.
5. For an order declaring Local 1107 as the bargaining representative of the Supervisory Unit.
6. For an order directing WRD to do the following:
  - a. Post notices of its violations in conspicuous places in its facilities,
  - b. Post notices of the Association’s violations in conspicuous places in its facilities,
  - c. Send notice(s) to employees detailing its violations,
  - d. Send notice(s) to employees detailing the Association’s violations, and
  - e. Have the notices and statements read aloud to employees during meetings.
7. For such other relief deemed just and proper.

DATED this 9th day of December 2024.

**CHRISTENSEN JAMES & MARTIN, CHTD.**

By: /s/ Dylan J. Lawter  
*Dylan J. Lawter, Esq.*  
Nevada Bar No. 15947  
7440 W. Sahara Avenue  
Las Vegas, NV 89117  
*Attorneys for Local 1107*

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**CERTIFICATE OF SERVICE**

I hereby certify that on December 9, 2024, I caused a true and correct copy of the foregoing Complaint to be filed via email, as follows:

Employee-Management Relations Board  
[emrb@business.nv.gov](mailto:emrb@business.nv.gov)

I hereby certify that on December 9, 2024, I served a true and correct copy of the foregoing Complaint on Respondent via certified mail, return receipt requested, to the following:

Water Reclamation District Employees Association  
Jeffery F. Allen, Esq.  
2941 Camelo Drive  
Henderson, NV 89051

Water Reclamation District Employees Association  
Johnny Alhwayek, Resident Agent  
2176 Madica Ave.  
Las Vegas, NV 89123

Clark County Water Reclamation District  
5857 East Flamingo Road  
Las Vegas, NV 89122

**CHRISTENSEN JAMES & MARTIN, CHTD.**

By:           /s/ Natalie Larson            
Natalie Larson

**WRDEA (Respondent)**

**Answer to SEIU's Prohibited Practices Complaint**

FILED  
December 18, 2025  
State of Nevada  
E.M.R.B.  
9:57 a.m.

1 JEFFREY F. ALLEN, ESQ.  
2 Nevada Bar No. 9495  
3 2941 Carmelo Drive  
4 Henderson, NV 89052  
5 Phone: (702) 595-1127  
6 Email: jeffreyfallen@aol.com

7 Attorney for Respondent,  
8 Water Reclamation District Employees Association

9 STATE OF NEVADA  
10 GOVERNMENT EMPLOYEE-MANAGEMENT  
11 RELATIONS BOARD

12 \* \* \* \*

13 NEVADA SERVICE EMPLOYEES UNION ) CASE NO.: 2025-028  
14 )  
15 )  
16 ) Petitioner, )  
17 )  
18 ) vs. ) **WRDEA'S ANSWER TO SEIU'S**  
19 ) **PROHIBITED PRACTICES**  
20 ) **COMPLAINT**  
21 )  
22 ) WATER RECLAMATION DISTRICT )  
23 ) EMPLOYEES ASSOCIATION and CLARK )  
24 ) COUNTY WATER RECLAMATION )  
25 ) DISTRICT, )  
26 )  
27 ) Respondents. )  
28 )

29 COMES NOW, Respondent Water Reclamation District Employees Association  
30 ("WRDEA"), by and through its counsel, Jeffrey F. Allen, Esq., and submits the following  
31 Answer to Nevada Service Employees Union's ("SEIU") Prohibited Practices Complaint:

32 **STATEMENT OF PARTIES AND JURISDICTION**

- 33 1. WRDEA admits the allegations in paragraph 1 of SEIU's Complaint.  
34 2. WRDEA admits the allegations in paragraph 2 of SEIU's Complaint.  
35 3. WRDEA admits the allegations in paragraph 3 of SEIU's Complaint.  
36 4. WRDEA denies the allegations contained in paragraph 4 of SEIU's Complaint.  
37 5. WRDEA denies the allegations contained in paragraph 5 of SEIU's Complaint.

1           6.       Presuming that in paragraph 6 of SEIU's Complaint, it accidentally referenced  
2 NRS 28.060 and really meant NRS 288.060, WRDEA admits the allegations in paragraph 6 of  
3 SEIU's Complaint.

4           7.       WRDEA admits the allegations in paragraph 7 of SEIU's Complaint.

5           8.       WRDEA admits that SEIU is currently, and has recently been, the exclusive  
6 bargaining agent for supervisory employees of Clark County Water Reclamation District  
7 ("CCWRD"). WRDEA denies any remaining allegations in paragraph 8 of SEIU's Complaint.

8           9.       WRDEA admits the allegations in paragraph 9 of SEIU's Complaint.

9           10.       WRDEA admits the allegations in paragraph 10 of SEIU's Complaint.

10          11.       WRDEA admits the allegations in paragraph 11 of SEIU's Complaint.

11                   **FACTS RELEVANT TO THE PROHIBITED PRACTICES**

12          12.       WRDEA admits the allegations in paragraph 12 of SEIU's Complaint.

13          13.       WRDEA denies the allegations contained in paragraph 13 of SEIU's Complaint.

14          14.       WRDEA admits the allegations in paragraph 14 of SEIU's Complaint.

15          15.       WRDEA admits the allegations in paragraph 15 of SEIU's Complaint.

16          16.       WRDEA admits the allegations in paragraph 16 of SEIU's Complaint.

17          17.       WRDEA admits the allegations in paragraph 17 of SEIU's Complaint.

18          18.       WRDEA admits the allegations in paragraph 18 of SEIU's Complaint.

19          19.       WRDEA lacks sufficient information to be able to admit the allegations in  
20 paragraph 19 of SEIU's Complaint and, on that basis, denies said allegations.

21          20.       WRDEA lacks sufficient information to be able to admit the allegations in  
22 paragraph 20 of SEIU's Complaint and, on that basis, denies said allegations.

23          21.       WRDEA denies the allegations contained in paragraph 21 of SEIU's Complaint.

24          22.       WRDEA denies the allegations contained in paragraph 22 of SEIU's Complaint.

25          23.       WRDEA admits the allegations in paragraph 23 of SEIU's Complaint.

26          24.       WRDEA admits the allegations in paragraph 24 of SEIU's Complaint.

27          25.       WRDEA admits the allegations in paragraph 25 of SEIU's Complaint.

28          26.       WRDEA admits the allegations in paragraph 26 of SEIU's Complaint.

- 1           27.    WRDEA denies the allegations in paragraph 27 of SEIU’s Complaint.
- 2           28.    WRDEA admits the allegations in paragraph 28 of SEIU’s Complaint.
- 3           29.    WRDEA admits the allegations in paragraph 29 of SEIU’s Complaint.
- 4           30.    WRDEA denies the allegations in paragraph 30 of SEIU’s Complaint.
- 5           31.    WRDEA admits that the meeting was stated to be a luncheon from 11:05am to
- 6 12:30pm. WRDEA denies any further allegations in paragraph 31 of SEIU’s Complaint.
- 7           32.    WRDEA admits that the notice of the meeting stated “We will be discussing what
- 8 the WRD Employees Association’s mission is and what the plan is for Supervisors at CCWRD
- 9 moving forward.” WRDEA denies any further allegations in paragraph 32 of SEIU’s Complaint.
- 10          33.    WRDEA denies the allegations in paragraph 33 of SEIU’s Complaint.
- 11          34.    WRDEA denies the allegations in paragraph 34 of SEIU’s Complaint.
- 12          35.    WRDEA denies the allegations in paragraph 35 of SEIU’s Complaint.
- 13          36.    WRDEA admits the allegations in paragraph 36 of SEIU’s Complaint.
- 14          37.    WRDEA admits the allegations in paragraph 37 of SEIU’s Complaint.
- 15          38.    WRDEA denies the allegations in paragraph 38 of SEIU’s Complaint.
- 16          39.    WRDEA admits the allegations in paragraph 39 of SEIU’s Complaint.
- 17          40.    WRDEA admits the allegations in paragraph 40 of SEIU’s Complaint.
- 18          41.    WRDEA denies the allegations in paragraph 41 of SEIU’s Complaint.
- 19          42.    WRDEA denies the allegations in paragraph 42 of SEIU’s Complaint.
- 20          43.    WRDEA denies the allegations in paragraph 43 of SEIU’s Complaint.
- 21          44.    WRDEA denies the allegations in paragraph 44 of SEIU’s Complaint.

**FIRST CAUSE OF ACTION**

**[ASSOCIATION - NRS 288.270(2)]**

- 24          45.    WRDEA reiterates its responses to the preceding allegations verbatim and
- 25 incorporates such responses herein.
- 26          46.    WRDEA admits the allegations in paragraph 46 of SEIU’s Complaint.
- 27          47.    WRDEA admits the allegations in paragraph 47 of SEIU’s Complaint.
- 28          48.    WRDEA denies the allegations in paragraph 48 of SEIU’s Complaint.

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49. WRDEA denies the allegations in paragraph 49 of SEIU's Complaint.

50. WRDEA denies the allegations in paragraph 50 of SEIU's Complaint.

**SECOND CAUSE OF ACTION**

**WRD - NRS 288.270(1)**

51. WRDEA reiterates its responses to the preceding allegations verbatim and incorporates such responses herein.

52. WRDEA admits the allegations in paragraph 52 of SEIU's Complaint.

53. WRDEA denies the allegations in paragraph 53 of SEIU's Complaint.

54. WRDEA admits the allegations in paragraph 54 of SEIU's Complaint.

55. WRDEA denies the allegations in paragraph 55 of SEIU's Complaint.

56. WRDEA denies the allegations in paragraph 56 of SEIU's Complaint.

57. WRDEA denies the allegations in paragraph 57 of SEIU's Complaint.

58. WRDEA admits the allegations in paragraph 58 of SEIU's Complaint.

59. WRDEA denies the allegations in paragraph 59 of SEIU's Complaint.

60. WRDEA admits the allegations in paragraph 60 of SEIU's Complaint.

61. WRDEA lacks sufficient information to respond to paragraph 61 of SEIU's Complaint and on that basis denies the allegations contained therein.

WHEREFORE, WRDEA respectfully asks this Board for the following:

1. That SEIU take nothing by reason of its Complaint on file herein;
2. For a finding that WRDEA did not commit a prohibited labor practice as alleged by SEIU herein;
3. For an award of costs and reasonable attorney's fees;
4. For such other and further relief as this Board may deem just and proper.

Dated: December 18, 2025

By:



JEFFREY F. ALLEN, ESQ.  
Nevada Bar No. 9495  
Attorneys for Respondent,  
Water Reclamation District Employees Association

1 **CERTIFICATE OF SERVICE**

2 The undersigned, Jeffrey F. Allen, hereby certifies that on December 18, 2025, he  
3 emailed a copy of **WRDEA'S ANSWER TO SEIU'S PROHIBITED PRACTICES**  
4 **COMPLAINT** to the following persons:

5 Evan L. James, Esq.  
6 Email: [elj@cjmlv.com](mailto:elj@cjmlv.com)  
7 Dylan J. Lawter, Esq.  
8 Email: [djl@cjmlv.com](mailto:djl@cjmlv.com)  
9 Christensen, James & Martin, Chtd.  
10 Counsel for Respondent,  
11 Service Employees International Union, Local 1107

12 Mark J. Ricciardi, Esq.  
13 Fisher & Phillips LLP  
14 Email: [mricciardi@fisherphillips.com](mailto:mricciardi@fisherphillips.com)  
15 Counsel for Respondent,  
16 Clark County Water Reclamation District

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\_\_\_\_\_  
Jeffrey F. Allen

**CCWRD (Respondent)**

**Answer to Prohibited Practices Complaint**

FILED  
January 16, 2026  
State of Nevada  
E.M.R.B.  
4:55 p.m.

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5 Las Vegas, NV 89101  
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7 Facsimile: (702) 252-7411  
8 E-Mail Address: [mricciardi@fisherphillips.com](mailto:mricciardi@fisherphillips.com)  
9 Attorneys for Respondent Clark County Water Reclamation District

STATE OF NEVADA

EMPLOYEE-MANAGEMENT RELATIONS BOARD

9 NEVADA SERVICE EMPLOYEES UNION, ) Case No.: 2025-028  
10 )  
11 ) Petitioner, )  
12 )  
13 ) vs. ) **CLARK COUNTY WATER**  
14 ) **RECLAMATION DISTRICT'S**  
15 ) **ANSWER TO PROHIBITED**  
16 ) **PRACTICES COMPLAINT**  
17 )  
18 ) WATER RECLAMATION DISTRICT )  
19 ) EMPLOYEES ASSOCIATION, and )  
20 ) CLARK COUNTY WATER )  
21 ) RECLAMATION DISTRICT, )  
22 )  
23 ) Respondents. )

Respondent, the Clark County Water Reclamation District ("CCWRD" or the "Respondent"), by and through its counsel of record, Mark J. Ricciardi, Esq., of the law offices of Fisher & Phillips LLP, hereby responds to the Nevada Service Employees Union's ("SEIU") December 9, 2025, Prohibited Practices Complaint ("Complaint") on file herein as follows:

**STATEMENT OF PARTIES AND JURISDICTION**

1. Answering Paragraph 1 of the Complaint, CCWRD states it is without sufficient information and knowledge to form a belief as to the truth or falsity of the allegations, which has the effect of a denial.

2. Answering Paragraph 2 of the Complaint, CCWRD states it is without sufficient information and knowledge to form a belief as to the truth or falsity of the allegations, which has the effect of a denial.

FISHER & PHILLIPS LLP  
300 S Fourth Street, Suite 1500  
Las Vegas, Nevada 89101

1           3.        Answering Paragraph 3 of the Complaint, CCWRD states it is without  
2 sufficient information and knowledge to form a belief as to the truth or falsity of the  
3 allegations, which has the effect of a denial.

4           4.        Answering Paragraph 4 of the Complaint, CCWRD states it is without  
5 sufficient information and knowledge to form a belief as to the truth or falsity of the  
6 allegations, which has the effect of a denial.

7           5.        Answering Paragraph 5 of the Complaint, CCWRD states it is without  
8 sufficient information and knowledge to form a belief as to the truth or falsity of the  
9 allegations, which has the effect of a denial.

10          6.        Answering Paragraph 6 of the Complaint, CCWRD admits it is a local  
11 government employer within the meaning of NRS 288.060, and denies the remaining  
12 allegations contained therein.

13          7.        Answering Paragraph 7 of the Complaint, CCWRD admits the  
14 allegations contained therein.

15          8.        Answering Paragraph 8 of the Complaint, CCWRD admits the  
16 allegations contained therein.

17          9.        Answering Paragraph 9 of the Complaint, CCWRD admits the  
18 Government Employee-Management Relations Act is a statute the content of which  
19 speaks for itself, and the CCWRD denies the allegations to the extent they are  
20 inconsistent therewith. The CCWRD denies every other allegation contained in  
21 Paragraph 9 of the Complaint.

22          10.       Answering Paragraph 10 of the Complaint, CCWRD admits that this  
23 matter is styled as a prohibited practices complaint under the statutes indicated, and the  
24 CCWRD admits the Employee Management Relations Board (“EMRB” or “Board”)  
25 has jurisdiction, but denies any wrongdoing or liability to Complainant under these  
26 statutes or otherwise and denies that Complainant is entitled to any damages, attorneys’  
27 fees and/or relief of any kind.  
28

1           11.     Answering Paragraph 11 of the Complaint, CCWRD admits that this  
2 matter is styled as a prohibited practices complaint under the statutes indicated, and the  
3 CCWRD admits the EMRB has jurisdiction, but denies any wrongdoing or liability to  
4 Complainant under these statutes or otherwise and denies that Complainant is entitled  
5 to any damages, attorneys' fees and/or relief of any kind.

6                           **FACTS RELEVANT TO THE PROHIBITED PRACTICES**

7           12.     Answering Paragraph 12 of the Complaint, CCWRD admits the  
8 allegations contained therein.

9           13.     Answering Paragraph 13 of the Complaint, CCWRD states it is without  
10 sufficient information and knowledge to form a belief as to the truth or falsity of the  
11 allegations, which has the effect of a denial.

12           14.     Answering Paragraph 14 of the Complaint, CCWRD states it is without  
13 sufficient information and knowledge to form a belief as to the truth or falsity of the  
14 allegations, which has the effect of a denial.

15           15.     Answering Paragraph 15 of the Complaint, CCWRD, states it is without  
16 sufficient information and knowledge to form a belief as to the truth or falsity of the  
17 allegations, which has the effect of a denial.

18           16.     Answering Paragraph 16 of the Complaint, CCWRD admits the  
19 allegations contained therein.

20           17.     Answering Paragraph 17 of the Complaint, CCWRD admits the  
21 allegations contained therein.

22           18.     Answering Paragraph 18 of the Complaint, CCWRD denies the  
23 allegations contained therein.

24           19.     Answering Paragraph 19 of the Complaint, CCWRD admits the Union  
25 made a presentation about already-planned rate increases, which is a document the  
26 content of which speaks for itself, and the CCWRD denies the allegations to the extent  
27 they are inconsistent therewith. The CCWRD denies every other allegation contained in  
28 Paragraph 19 of the Complaint.

1           20.     Answering Paragraph 20 of the Complaint, CCWRD admits it had  
2 engaged Graves Consulting to perform a classification and compensation study  
3 (“Study”), and denies the remaining allegations contained in Paragraph 20.

4           21.     Answering Paragraph 21 of the Complaint, CCWRD states it is without  
5 sufficient information and knowledge to form a belief as to the truth or falsity of the  
6 allegations, which has the effect of a denial.

7           22.     Answering Paragraph 22 of the Complaint, CCWRD admits a collective  
8 bargaining agreement was reached on August 21, 2024, which is a document the  
9 content of which speaks for itself, and the CCWRD denies the allegations to the extent  
10 they are inconsistent therewith. The CCWRD denies every other allegation contained in  
11 Paragraph 22 of the Complaint.

12           23.     Answering Paragraph 23 of the Complaint, CCWRD states it is without  
13 sufficient information and knowledge to form a belief as to the truth or falsity of the  
14 allegations, which has the effect of a denial.

15           24.     Answering Paragraph 24 of the Complaint, CCWRD admits the  
16 allegations contained therein.

17           25.     Answering Paragraph 25 of the Complaint, CCWRD denies the  
18 allegations contained therein.

19           26.     Answering Paragraph 26 of the Complaint, CCWRD states it is without  
20 sufficient information and knowledge to form a belief as to the truth or falsity of the  
21 allegations, which has the effect of a denial.

22           27.     Answering Paragraph 27 of the Complaint, CCWRD states it is without  
23 sufficient information and knowledge to form a belief as to the truth or falsity of the  
24 allegations, which has the effect of a denial.

25           28.     Answering Paragraph 28 of the Complaint, CCWRD admits the  
26 allegations contained therein.

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1           29.     Answering Paragraph 29 of the Complaint, CCWRD admits that Eaton  
2 reserved Conference Room 106 for a meeting on October 7, 2025, and denies the  
3 remaining allegations contained therein.

4           30.     Answering Paragraph 30 of the Complaint, CCWRD states it is without  
5 sufficient information and knowledge to form a belief as to the truth or falsity of the  
6 allegations, which has the effect of a denial.

7           31.     Answering Paragraph 31 of the Complaint, CCWRD states that the  
8 meeting invite is a document the content of which speaks for itself, and denies the  
9 allegations to the extent they are inconsistent therewith. The CCWRD denies every  
10 other allegation contained in Paragraph 31 of the Complaint.

11          32.     Answering Paragraph 32 of the Complaint, CCWRD states it is without  
12 sufficient information and knowledge to form a belief as to the truth or falsity of the  
13 allegations, which has the effect of a denial.

14          33.     Answering Paragraph 33 of the Complaint, CCWRD denies the  
15 allegations contained therein.

16          34.     Answering Paragraph 34 of the Complaint, CCWRD denies the  
17 allegations contained therein.

18          35.     Answering Paragraph 35 of the Complaint, CCWRD denies the  
19 allegations contained therein.

20          36.     Answering Paragraph 36 of the Complaint, CCWRD admits the  
21 allegations contained therein.

22          37.     Answering Paragraph 37 of the Complaint, CCWRD states it is without  
23 sufficient information and knowledge to form a belief as to the truth or falsity of the  
24 allegations, which has the effect of a denial.

25          38.     Answering Paragraph 38 of the Complaint, CCWRD states it is without  
26 sufficient information and knowledge to form a belief as to the truth or falsity of the  
27 allegations, which has the effect of a denial.

28







1 implementation and then failed to follow up, demand further negotiations or contact  
2 management regarding the Study and was fully aware that the Study was being  
3 presented to the CCWRD's Board of Trustees and supported CCWRD in its  
4 presentation.

5 **THIRD DEFENSE**

6 The Complaint fails to allege facts sufficient to state the basis for a claim of  
7 unlawful interference as it fails to allege any basis for the assertion of the heightened  
8 pleading standard of "willful" conduct by the CCWRD and/or fails to allege facts  
9 sufficient to show assistance beyond neutral administration or ministerial acts.

10 **FOURTH DEFENSE**

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

12 **WHEREFORE**, having answered all the allegations contained in the  
13 Complaint, CCWRD prays for relief as follows:

- 14 1. The Complaint be dismissed;
- 15 2. That CCWRD be awarded its costs and reasonable attorneys' fees in  
16 defending this action; and
- 17 3. For any other relief that the Board deems just and appropriate.

18 DATED this 16<sup>th</sup> day of January 2026.

19  
20 FISHER & PHILLIPS, LLP

21 /s Mark J. Ricciardi, Esq.  
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25 Las Vegas, Nevada 89101  
26 *Attorneys for Respondent Clark County*  
27 *Water Reclamation District*  
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**CERTIFICATE OF ELECTRONIC SERVICE**

This is to certify that on the 16<sup>th</sup> day of January 2026, the undersigned, an employee of Fisher & Phillips LLP, electronically served the foregoing **CLARK COUNTY WATER RECLAMATION DISTRICT'S ANSWER TO PROHIBITED PRACTICES COMPLAINT** to EMRB (emrb@business.nv.gov) and the following:

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By: /s/ Darhyl Kerr  
An employee of Fisher & Phillips LLP