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CASE NO: A-24-890712-C
Department 10

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

CHRISTINA CANTU and REBEKAH
SVINNING, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

THOMPSON MICHIE ASSOCIATES,
LLC, a foreign limited liability
company; TM EQUITIES INC., f/k/a
THOMPSON MICHIE ASSOCIATES,
INC., a foreign corporation; and DOES
1 through 50, inclusive,
Defendants.

Case No.:
Dept. No.:

CLASS & COLLECTIVE ACTION

COLLECTIVE ACTION COMPLAINT FOR:

1. Failure to Pay Overtime in Violation of the FLSA;

CLASS ACTION COMPLAINT FOR:

2. Failure to Pay Overtime in Violation of NRS 608.018;
3. Failure to Timely Pay All Wages Due and Owing in Violation of NRS 608.020-050;

INDIVIDUAL COMPLAINTS FOR:

4. Retaliation under Nevada Law;
5. Retaliation under the FLSA;
6. Wrongful Termination; and
7. Tortious Constructive Discharge

LIEN REQUESTED PURSUANT TO NRS 608.050

DEMAND FOR JURY TRIAL

ARBITRATION EXEMPTION CLAIMED: Class

Action





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Plaintiffs Christina Cantu and Rebekah Svinning allege as follows:

INTRODUCTION

1. This is a class and collective action complaint for unpaid wages and overtime, liquidated damages, attorneys’ fees, costs, and interest under the Nevada Revised Statutes (“NRS”) Chapter 608 and the Fair Labor Standards Act, 29 U.S.C. §§ 201-219 (“FLSA”).

2. Plaintiffs also individually seek relief for retaliation and wrongful termination under Nevada’s equal employment opportunity laws, NRS 613.310-613.4383 (“EEO Laws”) and the FLSA, among other laws.

3. All allegations in this Complaint are based on information and belief except for those allegations pertaining specifically to Plaintiffs, which are based on Plaintiffs’ personal knowledge. Each allegation in this Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

PARTIES

4. At all relevant times, Plaintiff CHRISTINA CANTU was a natural person residing and working in Clark County, Nevada. From January 2022 to August 2023, Defendants employed Ms. Cantu as an assistant property manager at the La Vie Apartments located at 930 Carnegie St., Henderson, NV 89052 (hereinafter “La Vie”).

5. At all relevant times, Plaintiff REBEKAH SVINNING was a natural person residing and working in Clark County, Nevada. From January 2021 to February 2023, Defendants employed Ms. Svinning as a leasing agent at La Vie.

6. At all relevant times, Defendant THOMPSON MICHIE ASSOCIATES, LLC (“TMA” or “Defendant”) was a foreign limited liability company registered and licensed to do business under Nevada law (NV20051587828). At all relevant times, TMA was a property management company providing management services to residential and commercial properties in Nevada, Utah, Arizona, New Mexico, and Colorado. As of the date of this filing, the entity status of TMA is in “Default” according to the Nevada Secretary of State. TMA’s last annual report was due to be filed on September 30, 2023. TMA is headquartered in Utah at 428 E. Winchester St., Suite 100, Salt Lake



1 City, Utah 84107-8520.

2 7. At all relevant times, Defendant TM EQUITIES INC., f/k/a THOMPSON MICHIE
3 ASSOCIATES, INC. (“TME” or “Defendant”) was a foreign corporation registered and licensed to
4 do business under Nevada law (NV19981402990). At all relevant times, TME was a real estate
5 investment and management company that owns or manages various income properties in Nevada,
6 Utah, Arizona, New Mexico, and Colorado. TME is headquartered in Utah at 428 E. Winchester St.,
7 Suite 100, Salt Lake City, Utah 84107-8520.

8 8. The identities of Does 1-50 (“Doe Defendants”) are unknown at this time, and this
9 Complaint will be amended at such a time when Plaintiffs learn of their identities. Plaintiffs are
10 informed and believe that each of the Doe Defendants is responsible in some manner for the acts,
11 omissions, or representations alleged herein.

12 9. TMA and TME are collectively referred to herein as “Thompson Michie” or
13 “Defendants.” Any reference in this Complaint to “Defendant,” “Defendants,” “Doe Defendants,”
14 “TMA,” “TME,” or “Thompson Michie” shall mean “Defendants and each of them.”

15 **ALTER EGOS, AGENCY, AND CONSPIRACY**

16 10. Plaintiffs incorporate and reallege all paragraphs above.

17 11. At all relevant times, TME and TMA shared the same corporate headquarters at 428
18 E. Winchester St., Suite 100, Salt Lake City, Utah 84107-8520.

19 12. At all relevant times, TME retained ultimate control over the policies, operations,
20 decisions, and direction of TMA and Thompson Michie.

21 13. To the extent Defendants are or were business entities separate from each other, there
22 exists such a unity of interest and commonality of control, including commingling of funds, lack of
23 adequate capitalization, failure to maintain proper books and records, and additional omissions, that
24 there truly is no separation or distinction among Defendants. Defendants’ business entities are and
25 were mere instrumentalities, shells, and alter egos of each other such that adherence to the fiction of
26 a separate business entity should be ignored and the entities treated as though they were one and the
27 same.

28 14. At all relevant times, each Defendant was an agent, employee, joint-venturer,



1 shareholder, director, member, co-conspirator, alter ego, master, or partner of other Defendants, and
2 at all times mentioned herein were acting within the scope and course and in pursuance of his, her,
3 their, or its agency, joint venture, partnership, employment, common enterprise, or actual or apparent
4 authority in concert with other Defendants.

5 15. At all relevant times, the acts and omissions of Defendants concurred and contributed
6 to the various acts and omissions of other Defendants in proximately causing the complaints, injuries,
7 and damages alleged herein. At all relevant times, Defendants approved of, condoned, or otherwise
8 ratified each and every one of the acts or omissions complained of herein. At all relevant times,
9 Defendants aided and abetted the acts and omissions of other Defendants thereby proximately causing
10 the damages herein alleged.

11 16. At all relevant times, Defendants are or were jointly and severally liable for all injuries
12 and damages alleged herein.

13 **JURISDICTION AND VENUE**

14 17. Plaintiffs incorporate and reallege all paragraphs above.

15 18. The Court has original jurisdiction over Plaintiffs' claims because each Plaintiff is a
16 Nevada resident and the amount in controversy exceeds \$15,000. *See* Nev. Const. Art. VI § 6(1);
17 NRS 4.370(1).

18 19. The Court has general jurisdiction over Defendants because each Defendant's forum
19 activities are so substantial, continuous, and systematic that each of them may be deemed to be present
20 in this forum.

21 20. The Court has jurisdiction over Plaintiffs' Nevada wage claims since a party seeking
22 to recover unpaid wages has a private right of action pursuant to the Nevada Constitution, Article XV
23 Section 16, and NRS 608.135(1), among other provisions.

24 21. The Court has jurisdiction over Plaintiffs' FLSA claims because state courts possess
25 plenary jurisdiction and exercise concurrent jurisdiction with federal courts over federal claims. The
26 FLSA specifically provides that "[a]n action to recover the liability prescribed ... may be maintained
27 against any employer (including a public agency) in any Federal or *State court of competent*
28 *jurisdiction* by any one of more employees for and on behalf of himself or themselves and other



1 employees similarly situated.” 29 U.S.C. § 216(b) (emphasis added).

2 22. The Court has jurisdiction over Plaintiffs’ claims under Nevada’s EEO Laws because
3 each Plaintiff exhausted her administrative remedies with the Nevada Equal Rights Commission
4 (“NERC”) as of January 9, 2024. *See* NRS 613.405, 613.412, 613.420.

5 23. Venue is proper in this district because Defendants’ acts or omissions giving rise to
6 Plaintiffs’ claims occurred in Clark County and each Defendant resides, conducts business, or
7 otherwise is found in this judicial district.

8 **FACTUAL ALLEGATIONS**

9 24. Plaintiffs incorporate and reallege all paragraphs above.

10 25. On January 5, 2021, Thompson Michie hired Ms. Svinning as a “Leasing Specialist”
11 at La Vie.

12 26. About a year later, on January 15, 2022, Thompson Michie hired Ms. Cantu as the
13 “Assistant Community Manager”¹ at La Vie.

14 27. Thompson Michie employed Ms. Svinning and Cantu as non-exempt hourly
15 employees.

16 28. In addition to their hourly rates of pay, Ms. Svinning and Ms. Cantu earned non-
17 discretionary bonuses and commissions (collectively “Bonus Pay”) that Thompson Michie offered to
18 non-exempt employees to incentivize work quality and productivity.

19 29. Thompson Michie also compensated Plaintiffs and other non-exempt employees with
20 a discount on the residential units they leased from Defendants (“Housing Discount”).

21 30. Ms. Cantu, for example, received a 25% Housing Discount on her lease as part of her
22 compensation.

23 31. In or around December 2022, an additional \$100 Housing Discount was offered to
24 employees who renewed their leases with Thompson Michie (the “Renewal Discount”).

25 32. A similar \$100 discount had originally been offered to all renewing residents *excluding*
26 employees of Thompson Michie.

27 _____
28 ¹ Thompson Michie properties were often branded as “Communities.”



1 33. All four of Ms. Cantu’s coworkers at La Vie, including Ms. Svinning, renewed their
2 leases and received the Renewal Discount.

3 34. Ms. Cantu was unaware of the Renewal Discount until she learned about it from Ms.
4 Svinning.

5 35. Although Ms. Cantu had renewed her lease at La Vie, she was denied the Renewal
6 Discount by her supervisor, Community Manager Tahmina Saiq.

7 36. According to Saiq, the Renewal Discount applied only to two-bedroom renewals,
8 whereas Ms. Cantu’s unit was three bedrooms.

9 37. Saiq separately confronted Ms. Svinning and chastised her for telling Ms. Cantu about
10 the Renewal Discount.

11 38. Saiq wanted Ms. Svinning to deceive Ms. Cantu about a benefit (i.e., the Renewal
12 Discount) extended to all other residents and employees at La Vie.

13 39. Based on office documentation shared by Ms. Svinning with Ms. Cantu, the Renewal
14 Discount was not explicitly limited to two-bedroom renewals.

15 40. Ms. Cantu escalated the issue to Regional Manager Lynel Ochoa, who backed the
16 denial of the Renewal Discount.

17 41. As the only one of five coworkers who did not receive the Renewal Discount, Ms.
18 Cantu retained lawyers to inquire about her unfair treatment and pay.

19 42. On January 3, 2023, Ms. Cantu’s lawyers sent a representation and demand letter to
20 Defendants on her behalf (the “Demand Letter”). The Demand Letter not only disputed Defendants’
21 withholding of the Renewal Discount, but also set forth various wage-and-hour violations, including
22 Defendants’ failure to include Bonus Pay and Housing Discounts in Ms. Cantu’s regular rate of pay
23 for purposes of paying overtime.

24 43. On January 18, 2023, Defendants’ lawyers responded to the Demand Letter by denying
25 all wrongdoing (the “Denial Letter”).

26 44. Despite averring that Defendants followed the law, the Denial Letter included a check
27 to Ms. Cantu for \$32.93, which represented “overtime for the entire year due to slight revisions to the
28 regular rate of pay for certain periods in which [Ms. Cantu] worked overtime hours.”



1 45. The Denial Letter also maintained that Ms. Cantu was the *only* Thompson Michie
2 employee whose overtime had been miscalculated. According to Defendants at the time, Thompson
3 Michie “was not aware of any amounts due to any other employees.”

4 46. On or around January 24, 2023, Regional Manager Ochoa visited La Vie for unknown
5 business reasons. The primary purpose of her visit appeared to be hypervigilant surveillance of Ms.
6 Cantu. Ochoa repeatedly requested to know the whereabouts of Ms. Cantu throughout the day,
7 including her trips to the bathroom. After witnessing Ochoa’s conduct that day, Ms. Svinning asked
8 Ms. Cantu: “What’s her deal with you?”

9 47. By letter dated January 31, 2023, Ms. Cantu’s lawyers cautioned Defendants that
10 Ochoa’s sudden scrutiny of Ms. Cantu was potentially retaliatory, and revealed that Ms. Svinning had
11 been a witness.

12 48. Approximately a week later, on February 8, 2023, Defendants terminated Ms. Svinning
13 citing “at-will” as the termination reason.

14 49. This was the first time in over two years of employment that Ms. Svinning had received
15 any kind of formal discipline from Thompson Michie.

16 50. Prior to her termination, Ms. Svinning had never received any kind of negative
17 performance evaluation.

18 51. Because Ms. Svinning was a tenant-at-will, Defendants also terminated her lease.

19 52. Ms. Svinning’s final paycheck included previously unpaid overtime of \$71.21.
20 According to Defendants, this amount represented “overtime recalculated the last 2 years due to an
21 audit.”

22 53. On or around July 20, 2023 – five months after the termination of Ms. Svinning –
23 Regional Manager Ochoa communicated to Ms. Cantu that either she or her fiancé would have to
24 vacate their residences at La Vie within the next 60 days. There was no legitimate business reason
25 for this ultimatum.

26 54. By letter dated July 24, 2023, Ms. Cantu’s lawyers complained that Ochoa’s ultimatum
27 served no legitimate business purpose other than retaliating against Ms. Cantu.

28 55. On August 9, 2023, Ochoa told Ms. Cantu that “because your lawyer sent Thompson



1 Michie a letter, I now have a solution of having you moved to Castile.”

2 56. By this statement, Regional Manager Ochoa communicated that, although she had no
3 legitimate reason to evict Ms. Cantu or her fiancé from La Vie, she still maintained control over Ms.
4 Cantu’s employment and could force her transfer to a different Thompson Michie property.

5 57. Ms. Cantu refused the transfer to Castile Apartments, which terminated her
6 employment with Defendants.

7 58. Because Ms. Cantu was a tenant-at-will, Thompson Michie also terminated her lease
8 at La Vie.

9 **CLASS AND COLLECTIVE ACTION ALLEGATIONS**

10 59. Plaintiffs incorporate and reallege all paragraphs above.

11 60. At all relevant times, Defendants failed to include Bonus Pay in the regular rate of pay
12 for purposes of paying overtime to Ms. Cantu, Ms. Svinning, and other non-exempt employees.

13 61. At all relevant times, Defendants failed to include any Housing Discount in the regular
14 rate of pay for purposes of paying overtime to Ms. Cantu, Ms. Svinning, and other non-exempt
15 employees.

16 62. Defendants knew or should have known that Bonus Pay and any Housing Discount
17 had to be counted in the total compensation earned by non-exempt employees during a given
18 workweek for purposes of calculating the regular rate of pay and overtime.

19 63. Here, Defendants’ admitted underpayment of each Plaintiff’s overtime evidences a
20 uniform top-down policy or practice by Defendants to minimize compensation for hours or overtime
21 hours worked.

22 64. Defendants had a duty, as well as the financial ability, to compensate Plaintiffs and
23 other non-exempt employees for all overtime hours worked under state and federal laws, but willfully,
24 knowingly, or intentionally failed to do so in order to save money and increase Defendants’ profits.

25 65. Defendants continue to maintain an unlawful company-wide policy or practice of
26 depriving non-exempt employees of their full wages and overtime wages.

27 66. To date, Plaintiffs and other non-exempt current and former employees have not been
28 paid all wages, overtime wages, or other compensatory and liquidated damages owed by Defendants.



1 67. Despite demand sent to Defendants for wages due on January 3, 2023, Defendants
2 refuse to pay Plaintiffs and other non-exempt employees all wages and damages due and owing within
3 the applicable limitations period(s).

4 68. Plaintiffs therefore bring this action on behalf of themselves and on behalf of all other
5 current and former non-exempt employees of Defendants.

6 69. At all relevant times, each Plaintiff and non-exempt employee of Thompson Michie
7 was an “employee” within the meaning of the FLSA and Nevada law. *See* NRS 608.010; Nev. Const.
8 Art. XV § 16(8)(b); 20 U.S.C. § 203 (e), (g).

9 70. At all relevant times, each Defendant was an “employer” of Plaintiffs and other non-
10 exempt employees within the meaning of the FLSA and Nevada law. *See* NRS 608.011; Nev. Const.
11 Art. XV § 16(8)(b); 20 U.S.C. § 203 (d) (g).

12 71. Plaintiffs bring this action as both a class action under Nevada Rule of Civil Procedure
13 23 and also as an FLSA collective action pursuant to 29 U.S.C. §216(b).

14 72. Plaintiffs brings their Rule 23 class action on behalf of the following **Nevada Class**
15 **Members** (hereinafter “Class Members” or the “Nevada Class”) defined as:

16 **All nonexempt workers employed by Defendants in the State of Nevada at**
17 **any time during the two-year period (the “Class Period”) prior to the filing**
18 **of this complaint until the entry of judgment after trial.**

19 73. Plaintiffs reserve the right to modify or redefine the Nevada Class and to add
20 subclasses as appropriate based on further investigation, discovery, and theories of liability.

21 74. Plaintiffs brings their FLSA collective action on behalf of the following **FLSA**
22 **Collective Members** (hereinafter “Collective Members” or the “FLSA Collective”) defined as:

23 **All nonexempt workers employed by Defendants at any time during the**
24 **three-year period (the “FLSA Period”) prior to the filing of this complaint**
25 **until the entry of judgement after trial.**

26 75. Plaintiffs reserve the right to modify or redefine the FLSA Collective and to add
27 subclasses as appropriate based on further investigation, discovery, and theories of liability.

28 76. The Nevada Class and the FLSA Collective overlap such that members of the Nevada



1 Class may be members of the FLSA Collective, and vice versa. Plaintiffs are a member of both the
2 Nevada Class and the FLSA Collective.

3 **NEVADA CLASS ALLEGATIONS**

4 77. Plaintiffs incorporate and reallege all paragraphs above.

5 78. Class treatment of the Nevada Class is appropriate for the following reasons:

6 A. **Numerosity:** Class Members are so numerous that joinder would be impractical, and
7 the disposition of their claims on a class (rather than individual) basis will conserve resources of
8 the parties and judicial system. While the number of Class Members is unknown at this time,
9 this information can be readily ascertained from Defendants' business records. Upon
10 information and belief, Defendants employ, or have employed, over 20 Class Members during
11 the Class Period.

12 B. **Commonality:** Common questions of law and fact exist and predominate as to
13 Plaintiffs and Class Members, including, but not limited to:

- 14 i. Whether Plaintiffs and each Class Member was an "employee" within the meaning of
15 Nevada law;
- 16 ii. Whether each Defendant was an "employer" within the meaning of Nevada law;
- 17 iii. Whether Defendants failed to include Bonus Pay in the regular rate for purposes of
18 calculating and paying overtime to Plaintiffs and Class Members;
- 19 iv. Whether Defendants failed to include Housing Discounts in the regular rate for
20 purposes of calculating and paying overtime to Plaintiffs and Class Members; and
- 21 v. Whether Defendants failed to timely pay Plaintiffs and Class Members all wages due
22 and owing upon separation from employment.

23 C. **Typicality:** Plaintiffs' claims are typical of the claims of Class Members because
24 Plaintiffs and Class Members were subject to the same employment policies and practices of
25 Defendants during the Class Period, and each sustained damages. Proof of a common or single
26 state of facts will therefore establish the right of Class Members to recover. For example, proof of
27 Defendants' policy or practice of not properly calculating Bonus Pay into the regular rate of pay
28 will establish the right of Plaintiffs and Class Members to additional overtime compensation.



1 Thompson Michie’s properties.

2 83. Plaintiffs and Collective Members are entitled to damages in the amount of their
3 respective unpaid overtime and liquidated damages as provided by the FLSA. *See* 29 U.S.C. § 206,
4 207(a), 216(b).

5 84. Plaintiffs hereby consent to sue for violations of the FLSA and become a member of
6 the FLSA Collective. (*See* 29 U.S.C. §§ 216(b), 256.) Plaintiffs’ consents to sue are attached hereto
7 as **Exhibit 1 and 2**.

8 85. Plaintiffs are informed, believes, and thereon alleges that more than 25 putative
9 Collective Members will sign and file consents to join the FLSA collective action.

10 **FIRST CAUSE OF ACTION**

11 **Failure to Pay Overtime in Violation of the FLSA, 29 U.S.C § 207**

12 **(On Behalf of Plaintiffs and the FLSA Collective)**

13 81. Plaintiffs incorporate and reallege all paragraphs above.

14 82. The FLSA provides that “[N]o employer shall employ any of his employees who in any
15 workweek is engaged in commerce or in the production of goods for commerce, or is employed in an
16 enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer
17 than forty hours unless such employee receives compensation for his employment in excess of the
18 hours above specified at a rate not less than one and one-half times the regular rate at which he is
19 employed.” 29 U.S.C § 207(a)(1).

20 83. Here, at all relevant times, Defendants failed to pay one and one-half times the
21 applicable regular rate of pay for all hours worked over 40 by Plaintiffs and Collective Members in
22 any given workweek.

23 84. Defendants’ failure to pay overtime to Plaintiffs and Collective Members was and is a
24 willful violation of the FLSA. Defendants knew or should have known that their failure to include
25 Bonus Pay and Housing Discounts in the applicable regular rate of pay was unlawful.

26 85. Wherefore, Plaintiffs and Collective Members demand payment by Defendants at one
27 and one-half times their regular rate of pay for all hours worked in excess of 40 hours a week during
28 the FLSA Period, plus an additional equal amount as liquidated damages, together with attorney’s



1 fees, costs, and interest as provided by law.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Pay Overtime in Violation of NRS 608.018**

4 **(On Behalf of Plaintiffs and the Nevada Class)**

5 86. Plaintiffs incorporate and reallege all paragraphs above.

6 87. NRS 608.140 provides that an employee has a private right of action for unpaid wages.

7 88. NRS 608.018(2) provides that “An employer shall pay 1 ½ times an employee’s regular
8 wage rate whenever an employee who receives compensation for employment at a rate not less than
9 1 ½ times the minimum rate prescribed pursuant to NRS 608.250 works more than 40 hours in any
10 scheduled workweek.”

11 89. The regular rate of pay for Plaintiffs and Class Members should be based on all
12 compensation and remuneration received by Plaintiffs and Class Members within a given pay period,
13 including Bonus Pay and Housing Discounts.

14 90. Here, Plaintiffs and Class Members worked over 40 hours per workweek without being
15 paid overtime at the correct overtime rate.

16 91. Wherefore, Plaintiffs and Class Members demand payment by Defendants at one and
17 one-half times their “regular rate” of pay for all hours worked in excess of 40 hours a workweek
18 during the Class Period, together with attorney’s fees, costs, and interest as provided by law.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Timely Pay All Wages Due and Owing at Separation**

21 **of Employment in Violation of NRS 608.020-050**

22 **(On Behalf of Plaintiffs and the Nevada Class)**

23 92. Plaintiffs incorporate and reallege all paragraphs above.

24 93. NRS 608.020 provides that “[w]henver an employer discharges an employee, the
25 wages and compensation earned and unpaid at the time of such discharge shall become due and
26 payable immediately.”

27 94. NRS 608.030 similarly provides that an employee who resigns or quits must be paid
28 within seven days or on the next regular payroll date, whichever earlier occurs.



1 hearing under NRS [613.330(1)(c)].” NRS 613.340(1).

2 101. Here, Defendants retaliated against Plaintiff Cantu for asserting her rights to the
3 Renewal Discount and for opposing Thompson Michie’s unlawful wage practices on behalf of herself
4 and others. Defendants retaliated against Plaintiff Svinning for disclosing the Renewal Discount to
5 Ms. Cantu and otherwise assisting Ms. Cantu in opposing Thompson Michie’s unlawful wage
6 practices, including serving as Ms. Cantu’s witness.

7 102. By engaging in the conduct described above, Defendants committed unlawful
8 discrimination and retaliation against each Plaintiff culminating in the wrongful termination of Ms.
9 Svinning and the tortious constructive discharge of Ms. Cantu.

10 103. Defendants acted intentionally, with malice, fraud, or oppression, in retaliating against
11 each Plaintiff and their protected activities.

12 104. As a result of Defendants’ wrongful actions, each Plaintiff has suffered and continues
13 to suffer loss of earnings and benefits, damage to their reputations and careers, and severe anguish
14 and emotional distress.

15 105. Each Plaintiff seeks all damages and remedies available to them under law including,
16 but not limited to, compensatory, consequential, and punitive damages, as well as attorneys’ fees,
17 costs, and interest.

18 **FIFTH CAUSE OF ACTION**

19 **For Retaliation under the FLSA**

20 **(On Behalf of Plaintiff Cantu)**

21 106. Plaintiffs incorporate and reallege all paragraphs above.

22 107. The FLSA protects persons against retaliation for asserting their rights under the
23 statute. *See* 29 U.S.C. § 215(a)(3).

24 108. To establish a retaliation claim under the FLSA, a plaintiff must generally show: (1)
25 she engaged in protected activity; (2) she suffered an adverse employment action; and (3) there is a
26 causal connection between the two.

27 109. Here, Ms. Cantu engaged in protected activity by complaining about the Renewal
28 Discount and her unpaid overtime, including through her lawyers’ Demand Letter dated January 3,



1 2023.

2 110. Almost immediately after the Demand Letter, Ms. Cantu's work was scrutinized by
3 Defendants' Regional Manager. Ms. Cantu was later constructively discharged after Thompson
4 Michie attempted to evict Ms. Cantu and transferred her to another property without any legitimate
5 business reason.

6 111. By engaging in the conduct described above, Defendants unlawfully retaliated against
7 Ms. Cantu under the FLSA.

8 112. Defendants acted intentionally, with malice, fraud, or oppression, in retaliating against
9 Ms. Cantu and her protected activity.

10 113. As a result of Defendants' wrongful actions, Ms. Cantu has suffered and continues to
11 suffer loss of earnings and benefits, damage to her reputation and career, and severe anguish and
12 emotional distress.

13 114. Ms. Cantu seeks all damages and remedies available to her under law including, but
14 not limited to, compensatory, consequential, liquidated, and punitive damages, as well as attorneys'
15 fees, costs, and interest.

16 **SIXTH CAUSE OF ACTION**

17 **For Wrongful Termination**

18 **(On Behalf of Plaintiff Svinning)**

19 115. Plaintiffs incorporate and reallege all paragraphs above.

20 116. Defendants' actions, as alleged above, are contrary to substantial and fundamental
21 public policies delineated in Nevada's EEO Laws as well as the FLSA. These laws articulate
22 substantial and fundamental public policies in favor of a workplace free from discrimination or
23 retaliation based on inquiries, disclosures, or complaints about wages.

24 117. Here, by engaging in the conduct described above, Defendants wrongfully terminated
25 Plaintiff Svinning contrary to the public policies of the State of Nevada.

26 118. Defendants acted intentionally, with malice, fraud, or oppression, in violating Nevada
27 public policies.

28 119. As a result of Defendants' wrongful actions, Ms. Svinning has suffered and continues



1 to suffer loss of earnings and benefits, damage to her reputation and career, and severe anguish and
2 emotional distress.

3 120. Ms. Svinning seeks all damages and remedies available to her under law including, but
4 not limited to, compensatory, consequential, and punitive damages, as well as attorneys' fees, costs,
5 and interest.

6 **SEVENTH CAUSE OF ACTION**

7 **For Tortious Constructive Discharge**

8 **(On Behalf of Plaintiff Cantu)**

9 121. Plaintiffs incorporate and reallege all paragraphs above.

10 122. Under Nevada law, "a tortious constructive discharge is shown to exist upon proof
11 that: (1) the employee's resignation was induced by action and conditions that are violative of public
12 policy; (2) a reasonable person in the employee's position at the time of resignation would have also
13 resigned because of the aggravated and intolerable employment actions and conditions; (3) the
14 employer had actual or constructive knowledge of the intolerable actions and conditions and their
15 impact on the employee; and (4) the situation could have been remedied." *Martin v. Sears, Roebuck*
16 *and Co.*, 111 Nev. 923, 926 (1995).

17 123. Defendants' actions, as alleged above, were contrary to substantial and fundamental
18 public policies in favor of a workplace free from discrimination or retaliation based on inquiries,
19 disclosures, or complaints about wages.

20 124. Defendants' discrimination and retaliation against Ms. Cantu created intolerable work
21 conditions, including the denial of the Renewal Discount, the wrongful termination of her work ally
22 Ms. Svinning, the eviction ultimatum to Ms. Cantu and her fiancé, and Defendants' compulsory
23 transfer of Ms. Cantu to a new Thompson Michie property without any legitimate business reason.

24 125. Defendants knew or should have known that these intolerable work conditions would
25 have forced the resignation of Plaintiff or any other reasonable person in Ms. Cantu's position.

26 126. Defendants could have remedied Ms. Cantu's wage complaints but chose not to.

27 127. By engaging in the conduct described above, Defendant caused the constructive
28 discharge of Plaintiff in violation of public policy.



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- 10. For costs of suit incurred herein;
- 11. For pre-judgment and post-judgment interest at the maximum legal rate;
- 12. For exemption from the Nevada Arbitration Rules pursuant to NAR 3 and 5; and
- 13. For such other relief as the Court may deem just and proper.

Respectfully submitted,

DATED: April 8, 2024

RAFII & ASSOCIATES, P.C.



JASON KULLER
Of Counsel
Attorney for Plaintiffs

EXHIBIT 1

CONSENT TO SUE UNDER THE FAIR LABOR STANDARDS ACT

Print Name: Rebekah Svinning

1. I hereby consent to be a party plaintiff in a collective action lawsuit against **Thompson Michie Associates, LLC**, and/or any other named defendant (collectively "Defendants") pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.*
2. I understand this lawsuit seeks to recover unpaid minimum wages, overtime compensation, liquidated damages, attorneys' fees, costs, and other relief available pursuant to the FLSA.
3. I designate the law firm of RAFII & ASSOCIATES, P.C., and any other attorneys with whom they may associate, as my attorneys in this lawsuit to prosecute my FLSA and related claims.
4. I understand I have the right to pursue my claims individually on my own behalf. I agree to serve as the Class Representative if the Court so approves. If someone else serves as Class Representative, then I designate such Class Representative(s) as my agents to make decisions on my behalf concerning the litigation and all other matters pertaining to this lawsuit.
5. I authorize the law firm and attorneys at RAFII & ASSOCIATES, P.C., to use this consent to file my claims in a separate lawsuit, class/collective action, or arbitration against Defendants.

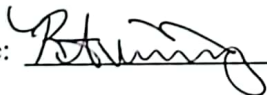
Signature:  Date: April, 4, 2024

EXHIBIT 2

CONSENT TO SUE UNDER THE FAIR LABOR STANDARDS ACT

Print Name: Christina Cantu

1. I hereby consent to be a party plaintiff in a collective action lawsuit against **Thompson Michie Associates, LLC**, and/or any other named defendant (collectively "Defendants") pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.*
2. I understand this lawsuit seeks to recover unpaid minimum wages, overtime compensation, liquidated damages, attorneys' fees, costs, and other relief available pursuant to the FLSA.
3. I designate the law firm of **RAFII & ASSOCIATES, P.C.**, and any other attorneys with whom they may associate, as my attorneys in this lawsuit to prosecute my FLSA and related claims.
4. I understand I have the right to pursue my claims individually on my own behalf. I agree to serve as the Class Representative if the Court so approves. If someone else serves as Class Representative, then I designate such Class Representative(s) as my agents to make decisions on my behalf concerning the litigation and all other matters pertaining to this lawsuit.
5. I authorize the law firm and attorneys at **RAFII & ASSOCIATES, P.C.**, to use this consent to file my claims in a separate lawsuit, class/collective action, or arbitration against Defendants.

Signature: Christina Cantu-Mehe Date: 04-04 _____, 2024