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

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

12 Plaintiffs,

13 v.

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

17 Defendants.
18

Case No.: 2:24-CV-00908-APG-DJA

**PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF THE
COLLECTIVE AND CLASS ACTION
SETTLEMENT**

19 **TO THIS COURT, AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

20 **PLEASE TAKE NOTICE** that Plaintiffs Christina Cantu, and Rebekah Svinning (referred
21 collectively as “Plaintiffs”), individually and on behalf of all others similarly situated, hereby submit
22 this proposed motion for preliminary approval for class action settlement pursuant to Rule 23 of the
23 Federal Rules of Civil Procedure, the Fair Labor Standards Act, and Nevada Law. Plaintiffs
24 respectfully move this honorable court for an order:

- 25 (i) Certifying the Settlement Class and Collective for Settlement purposes;
- 26 (ii) Appointing Plaintiffs Christina Cantu and Rebekah Svinning as Class
27 Representatives;
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- (iii) Appointing Jason Kuller, and Robert Montes, Jr. of Rafii & Associates, P.C. as Class Counsel;
- (iv) Appointing CPT Group as the Settlement Administrator;
- (v) Approving the manner and form of Notice and proposed distribution plan to class members;
- (vi) Preliminary approving the Class Action Settlement between the parties; and
- (vii) Set a Final Approval and Fairness Hearing.

This motion is based upon the accompanying Memorandum of Points in support thereof, the Settlement Agreement and exhibits attached thereto, and all pleadings and papers on file in this action and such other matters as the Court may consider.

DATED: April 14, 2026

Respectfully submitted,

RAFII & ASSOCIATES, P.C.

/s/ Robert Montes
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EXCELLENCE | COMMITMENT | RESULTS



TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION 1

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND..... 1

III. SETTLEMENT NEGOTIATION BACKGROUND..... 2

IV. SETTLEMENT TERMS..... 3

 A. Key Definitions 3

 B. Settlement Administrator 4

 C. Gross Settlement Amount 4

 D. Settlement Fund Allocation Plan..... 5

 E. Reversion..... 6

 F. Notice 6

 G. Release of Claims..... 7

V. ARGUMENT 10

 A. The Settlement Class Should be Certified..... 10

 1. Numerosity is Satisfied. 10

 2. Commonality is Satisfied. 12

 3. Typicality is Satisfied..... 12

 4. Adequacy is Satisfied. 13

 5. The Criteria of Rule 23(b)(3) are Met. 14

 B. The Proposed Settlement Merits Preliminary Approval. 15

 1. The Settlement is Fair. 15

 2. The Settlement is Reasonable 20

 3. The Settlement is Adequate..... 21

VI. CONCLUSION 22

RAFII & ASSOCIATES, P.C.
EXCELLENCE | COMMITMENT | RESULTS



TABLE OF AUTHORITIES

Page(s)

Cases

1

2

3

4 *Acuna v. So. Nev. T.B.A. Supply Co.*,

5 324 F.R.D. 367 (D. Nev. 2018). 15, 18

6 *Amchem Prods. v. Windsor*,

7 521 U.S. 591 (1997). 10, 12

8 *Berry v. Aria Resort & Casino, LLC*,

9 No. 2:14-cv-1321-APG-VCF, 2015 U.S. Dist. LEXIS 17564 (D. Nev. 2015). 11, 16, 21

10 *Bissonette v. Enter. Leasing Company-West, LLC*,

11 300 F.R.D. 466 (D. Nev. 2014). 11, 12, 13

12 *Class Plaintiffs v. Seattle*,

13 955 F.2d 1268 (9th Cir. 1992). 15

14 *Gonzalez v. Diamond Resorts Int’l Mktg.*,

15 No.: 2:18-cv-00979-APG-NJK, 2020 U.S. Dist. LEXIS 77623 (D. Nev 2020). 11

16 *Gonzalez-Rodriguez v. Mariana’s Enters.*,

17 No. 2:15-cv-00152-JCM-PAL, 2016 U.S. Dist. LEXIS 92198..... 19

18 *Hanlon v. Chrysler Corp.*,

19 150 F.3d 1011 (9th Cir. 1998). 12, 13, 15, 16, 20

20 *Harris v. Hector Mktg. Corp.*,

21 No. C-08-5198 EMC, 2011 U.S. Dist. LEXIS 48878 (N.D. Cal. Apr. 29, 2011) 20, 21

22 *In re Blue Cross Blue Shield Antitrust Litig. MDL 2406*,

23 85 F.4th 1070 (11th Cir. 2023) 19

24 *In re Cal. Pizza Kitchen Data Breach Litig.*,

25 129 F.4th 667 (9th Cir. 2025) 19

26 *Johnson v. City of Grants Pass*,

27 50 F.4th 787 (9th Cir. 2022) 11

28 *Kim v. Allison*,

8 F.4th 1170 (9th Cir. 2021). 17

Local Joint Exec. Bd. Of Culinary/Bartender Tr. Fund v. Las Vegas Sands,

244 F.3d 1152 (9th Cir. 2001) 14, 15

Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.,

221 F.R.D. 523 (C.D. Cal. 2004)..... 19

Officers for Justice v. Civil Service Com.,

688 F.2d 615 (9th Cir. 1982) 21

Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC,

31 F.4th 651 (9th Cir. 2022). 14

Rannis v. Recchia,

380 Fed. Appx. 646 (9th Cir. 2010) 11

Resnick v. Frank,

779 F.3d 934 (9th Cir. 2015) 16, 17, 18

Sinanyan v. Luxury Suites Int’l Liab. Co.,

No. 2:15-cv-00225-GMN-VCF, 2017 U.S. Dist. LEXIS 112970 (D. Nev. July 20, 2017).. 10, 17

Staton v. Boeing Co.,

327 F.3d 938 (9th Cir. 2003) 10, 20

RAFII & ASSOCIATES, P.C.
EXCELLENCE | COMMITMENT | RESULTS



1 *Torrise v. Tucson Elec. Power Co.*,
2 8 F.3d 1370 (9th Cir. 1993). 17
3 *Tyson Foods, Inc. v. Bouaphakeo*,
4 577 U.S. 442 (2016) 14
5 *Wal-Mart Stores, Inc. v. Dukes*,
6 564 U.S. 338 (2011) 12
7 *Watkins v. Rapid Fin. Sols., Inc.*,
8 No.: 3:20-cv-00509-MMD-CSD, 2022 U.S. Dist. LEXIS 207748 (D. Nev. 2022)..... 12
9 *Wright v. Linkus Enters.*,
10 259 F.R.D. 468 (E.D. Cal. 2009)..... 11

Rules

11 Fed. R. Civ. P. 23. 10, 11, 13, 14, 15, 19

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff, Christina Cantu and Rebekah Svinning (“Plaintiffs”) seek preliminary approval of this collective and class action settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure and the Fair Labor Standards Act (FLSA). With several contested issues pending before the Court, Defendants proposed assisted mediation. Plaintiffs, believing mediation to be the most efficient and equitable path for resolution of this action, agreed to assisted mediation.

In advance of mediation, Plaintiffs and Defendant (collectively, referred to as the “Parties”) engaged in informal discovery, exchanging confidential documents as needed to properly evaluate the merits of the claims alleged.

To that end, parties were sufficiently equipped to enter mediation and reach an equitable resolution on behalf of the collective and class members. With the assistance of experienced mediator and retired judge, the Honorable Peggy A. Leens of Jams, the parties were able to reach resolution. The proposed settlement is the product of informal discovery and arms-length negotiations between experienced counsel.

Pursuant to the terms set out below, this settlement agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendants based upon the facts in the Complaint, by and on behalf of Representative Plaintiffs or the Settlement Class. *See* ECF No. 1-2 at Ex. A (Plaintiffs’ Compl.).

For all the reasons set forth below, Plaintiffs submit that the Settlement should be preliminarily approved to be a fair, adequate, and reasonable resolution of the litigation. Accordingly, Plaintiffs respectfully request that the Court preliminary approve the Settlement, certify the class, set a final approval hearing, and approve the notice and distribution plan.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

On April 8, 2024, Plaintiffs filed this Class and Collective action against Defendants for Federal Labor Standards Act (“FLSA”) **and** Nevada wage violations in the Eighth Judicial District Court for Clark County, Nevada. Specifically, Plaintiffs, who are former employees, allege



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1 Defendants: (1) failed to pay overtime in violation of the FLSA; (2) failed to pay overtime in
2 violation of NRS 608.018 and (3) failed to timely pay all wages due and owing in violation of NRS
3 608.020-050. ¹ See ECF No. 1-2 at Ex. A (Plaintiffs’ Compl.). Plaintiffs bring their FLSA overtime
4 claim as a collective action and bring their state law wage claims under Federal Rule of Civil
5 Procedure 23.

6 Defendants filed its answer to Plaintiffs Complaint on May 7, 2025 (ECF No. 1-2 at Ex. E)
7 and on May 14, 2024, filed a petition for removal to this Court (ECF No.1). On June 4, 2024,
8 Defendants filed a Motion to Dismiss alleging lack of personal jurisdiction, failure to state a claim,
9 and failure to meet pleading standards for FLSA and Nevada claims (ECF No.11). On June 17,
10 2024, Plaintiffs filed their Motion for Circulation of Notice Pursuant to 29 U.S.C. § 216(b), along
11 with a Proposed Order and Proposed Form of Notice and Consent to Join. See ECF No. 14 at Ex.
12 B-C. On June 19, 2024, Plaintiffs filed an opposition to Defendants Motion to Dismiss and
13 Alternative Motion for Stay Pending Jurisdictional Discovery (ECF No. 17).

14 On June 20, 2024, the Parties conducted their conference on a proposed discovery plan and
15 scheduling order pursuant to FRCP 26(f). At this conference, Parties agreed to stay all case deadlines
16 for 90 days to explore resolution through formal mediation. Additionally, Parties entered into a
17 separate agreement to toll the statute of limitation on the claims asserted in the Complaint during
18 the Stay Period. Agreeing to conduct mediation, Parties submitted a joint status report regarding the
19 status of alternative dispute resolution on July 25, 2024, August 26, 2024, September 24, 2024, and
20 October 22, 2024.

21 The Parties later reached a resolution of the claims on October 29, 2024, in mediation. As a
22 result, on December 2, 2024, the Court denied as moot, without prejudice, the Defendant TM
23 Equities Inc.’s Motion to Dismiss (ECF No. 11) and Plaintiffs’ Motion for Circulation of Notice
24 (ECF No. 14). See ECF No. 36. Since then, the Parties have engaged in the finalizing of the language
25 for the Settlement Agreement and Notices to the FLSA Collective and Nevada Class.

26 **III. SETTLEMENT NEGOTIATION BACKGROUND**

27
28 ¹ These unpaid wages represent the amounts of overtime that Defendants failed to pay employees during or after their employment.

1 The Parties attended one (1) formal mediation. The Parties participated in mediation on
2 October 29, 2024 at JAMS Las Vegas Mediation, Arbitration and ADR Services. The Honorable
3 Peggy Leen (Ret.) was retained and acted as the mediator. There, the Parties were able to reach
4 resolution of all claims as alleged in the complaint, both individual and class. The Parties informed
5 the Court of this resolution on November 22, 2024 in their Fifth Joint Status Report (ECF No. 35).
6 Parties have since engaged in finalizing the Settlement Agreement, in which Plaintiffs comes now
7 to seek preliminary approval for. *See* ECF Nos. 38, 39, 41, 42, 44-62.

8 **IV. SETTLEMENT TERMS**

9 Plaintiffs offer the following summary of the terms of the Settlement Agreement. *See*
10 Settlement Agreement, attached hereto as **Exhibit “A”**.

11 **A. Key Definitions**

12 The Parties have agreed to the following definitions:

- 13 1. “Class” refers to all current and former hourly, non-exempt employees employed by
14 TMA in the State of Nevada at any time starting April 27, 2020, through the date of
15 Preliminary Approval of Settlement. (Ex. 1, p.1).
- 16 2. “Class member” is a member of the Class. (Ex. 1, p.1).
- 17 3. “Class Period” means the period of time from April 8, 2022, through the date of
18 Preliminary Approval of the Settlement. (Ex. 1, p. 2).
- 19 4. “FLSA Collective” and “FLSA Collective Members” means all current and former
20 hourly, non-exempt employees employed by TMA in any State at any time during the
21 FLSA Collective Period who timely submit the FLSA Collective Consent Form to join
22 the collective action. (Ex. 1, p. 3).
- 23 5. “FLSA Collective Period” means April 8, 2021, through the date of Preliminary
24 Approval of the Settlement. (Ex. 1, p.3).

25
26 Notwithstanding the foregoing, the Class and/or FLSA Collection will not include either
27 (a) individuals who timely request exclusion from either the Class and/or FLSA Collective in
28



1 accordance with the terms and procedures of the Settlement Agreement, or (b) individuals who
2 previously have opted out of the class.

3 **B. Settlement Administrator**

4 The Parties have mutually agreed to ask the Court to appoint CPT Group, Inc. as the
5 qualified administrator, to serve as the Settlement Administrator. (Ex. 1, p.8). CPT Group, Inc. is
6 a neutral third-party class action administrator with 30 years of experience, having administered
7 thousands of cases. ² The Settlement Administrator will be bound by the duties as outlined in the
8 Settlement Agreement. CPT Group will make reasonable efforts to provide notice to the Class and
9 Collective and provide Parties with weekly status reports about the delivery to members and
10 completed requests for exclusion. The expenses of the administration will be paid out of the Gross
11 Settlement Amount.

12 **C. Gross Settlement Amount**

13 Pending the Court’s approval, the Parties have agreed this action to be settled and
14 compromised, paid for by Defendants, for the total sum of Three Hundred Eleven Thousand Five
15 Hundred Twenty-Five Dollars (\$311,525.00) (“Gross Settlement Amount”). The Gross Settlement
16 amount is inclusive of all payments of Settlement Shares to Class Members and FLSA Collective
17 Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel
18 Litigation Expenses Payment, The Class Representative Service Payments, and any other amounts
19 required for the full and final resolution of this action. (Ex. 1, p.3). The following payments will be
20 deducted from the Gross Settlement Amount as approved by the Court:³

- 21 (1) Class Representative Awards totaling Ten Thousand Dollars (\$10,000);⁴
- 22 (2) Class Counsel Fee Award of Fifty-Eight Thousand Eight Hundred Dollars (\$58,800);⁵
- 23 (3) Class Counsel Litigation Expenses not to exceed Twenty-Two Thousand Dollars (\$21,225);

24 and
25

26 ² See CPT Group’s website: <https://www.cptgroup.com/>

27 ³ If the Court shall award an amount less than amount sought, the difference between the amount sought and the
amount awarded will be retained in the Class Net Settlement for distribution to Participating Class Members.

28 ⁴ Each Plaintiff will be awarded no more than \$5,000.00 each.

⁵ This award amount represents twenty-eight percent (28%) of the Net Settlement Amount.



1 (4) Administration Costs not to exceed Eleven Thousand Five Hundred Dollars (\$11,500).⁶

2 **D. Settlement Fund Allocation Plan**

3 From the Gross Settlement Amount, Two Hundred Thousand Dollars (\$210,000) will be
4 allocated towards the payment of Settlement Shares (“Net Settlement Amount”) and distributed
5 among the Participating Class Members and the FLSA Class Collective. (Ex. 1, p.6-8). The Net
6 Settlement Amount will be divided between the FLSA Collective Class (“Share A”) and the Nevada
7 Class Members (“Share B”). Opt-in FLSA Plaintiffs who are also a Participating Class Member will
8 receive separate checks from both Share A and Share B.

9 Share A fund will be allocated One Hundred Sixty Thousand Dollars (\$160,000)—this has
10 been calculated appropriately to account for the size of the class and liquidated damages as outlined
11 by the FLSA. Because the FLSA Collective actions require each member to affirmatively opt-in by
12 filing a consent form, each collective member will be required to opt-in. Each opt-in Plaintiff in this
13 action will receive a payment from Settlement Share A from the FLSA Net Settlement Fund. The
14 amount awarded will be calculated by first dividing individual’s earnings during the FLSA
15 Collective Period by the total amount of Earnings for all FLSA Collective Members during the
16 FLSA Collective Period. One-half (1/2) of each Settlement Share A is in settlement of wage claims
17 (the “Wage Portion”), subject to wage withholdings and shall be reported on IRS Form W-2. The
18 remaining half of each Settlement Share A is in settlement claims for liquidated damages (“the
19 “Non-Wage Portion”) and will not be subject to wage withholdings and shall be reported on IRS
20 Form 1099.

21 Share B of the Settlement Fund will be allocated the remaining Fifty Thousand Dollars
22 (\$50,000)—calculated according to the class size and waiting time penalties as outlined by Nevada
23 law.⁷ In Nevada class actions, potential class members are automatically included unless they
24 affirmatively opt-out of the lawsuit by submitting an exclusion request.⁸ Each participating Class
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26 ⁶ The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses
27 that are documented.

⁷ Pursuant to NRS 608.040 and NRS 608.050.

28 ⁸ In this action, “Non-Participating Class Member” refers to a Class Member who submits a valid and timely request
for exclusion.



1 Member in this action will receive a payment from Share B from the Class Net Settlement Fund.
2 The amount awarded will be calculated by first dividing earnings during the Class Period by the
3 total amount of Earnings for all Participating Class Members during the Class Period. One-half (1/2)
4 of each Settlement Share B is in settlement of wage claims (the “Wage Portion”), subject to wage
5 withholdings and shall be reported on IRS form W-2. The remaining half of each Settlement Share
6 B is in settlement claims for liquidated damages (“the “Non-Wage Portion”) and will not be subject
7 to wage withholdings and shall be reported on IRS form 1099.

8 **E. Reversion**

9 In the instance the Court awards fees different from the amount sought, the difference shall
10 be retained in the Class Net Settlement Fund for distribution to Participating Class Members. Funds
11 will be awarded to Class members via Check and will be mailed by the Settlement Administrator.
12 The Settlement Administrator will make all reasonable efforts to ensure the check is mailed to the
13 participating member, including continued efforts in the case the check is returned. Opt-In Plaintiffs
14 and Participating Class Members must cash their Settlement Share checks within 120 days after they
15 are mailed—if it is not cashed within 90 days, members will receive a notice of its expiration in 30
16 days at the 60th day of its initial mailing. The process which the Settlement Administrator must
17 follow is outlined in the Settlement Agreement. Funds from uncashed checks will remain with the
18 Settlement Administrator, and shall ultimately revert back to TMA.

19 **F. Notice**

20 The form of notice of settlement for both the class and collective (“Notices”) are attached as
21 Exhibits “A-1” and “A-2” to the Settlement. The Notices are written in plain English and easily
22 understandable to the lay person. The Notices clearly and prominently notifies class members of
23 their options with respect to the Settlement Agreement. The Notices inform the class and collective
24 members of their rights and course of action they may take in regard to the Settlement Agreement.

25 Within 21 days after the Court grants preliminary approval of the settlement, Defendants
26 will provide the Class and Collective Data to Class Counsel and the Settlement Administrator.
27 Within 14 days of receiving this information, the Settlement Administrator will mail the Class and
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1 Collective Notice Packets to all FLSA Collective Members and Class Members via first-class
2 regular U.S. Mail. Additionally, the Settlement Administrator will establish a settlement website for
3 FLSA Collective Members to sign the FLSA Collective Consent Form electronically.⁹ If a Notice
4 Packet is returned because of an incorrect mailing address, the Settlement Administrator will search
5 for a more current address for whom the Notice Packet is for and re-send it. The Settlement
6 Administrator will make reasonable efforts and provide weekly status updates to the Parties—this
7 includes an update of any Exclusions and Objections to the Settlement they receive.

8 Any Objections to Settlement, Disputes as to Earnings, and Requests to Exclusion, may be
9 made by any Collective or Class Member. Objections to Settlement, inclusive of any allotted fees,
10 may be done in writing or orally at the Final Approval Hearing.

11 FLSA Collective Members will have 60 days from the date of mailing of the Class and
12 Collective Notice Packet to submit their Consent Forms via U.S. mail or electronically submitted.¹⁰
13 Similarly, Class Members who wish to exclude themselves from the Settlement must mail a signed
14 request for Exclusion to the Settlement Administrator, postmarked no later than 60 days after the
15 Notices have been mailed. The 60-day deadline is applied to submissions disputing earnings—
16 Collective and Class Members shall send disputes in writing in accordance with the procedures
17 outlined in the Notice mailed.

18 **G. Release of Claims**

19 Opt-In Plaintiffs and Participating Class Members shall fully and finally release and
20 discharge all claims against Defendant and the Released Parties as set forth in the Settlement
21 Agreement.¹¹ The release of claims is tailored to cover only the claims that were asserted or that
22 could have been asserted under the facts alleged in this action. All Opt-In Plaintiffs and Participating
23 Class Members will be bound by their release whether or not they cash their Settlement Share(s).

24 The release of claims specifically states as follows:

25 _____
26 ⁹ Electronic signature on the established website will have the same effect as a mailed FLSA Collective Consent Form.
27 ¹⁰ Collective Members who choose to mail-in Consent Forms must sign the form manually and must have a postmark.
28 Electronic submissions will be done according to the electronic system terms set out by the Settlement Administrator.
¹¹ Opt-in Plaintiffs and Participating Class Members have separate claims they are releasing as set forth in the Settlement Agreement.



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G. Release of Claims.

1. Release of Claims by Opt-In Plaintiffs. As of the Effective Date, Plaintiffs and Opt-In Plaintiffs shall fully and finally release and discharge Defendants and the Released Parties from all FLSA claims, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including, without limitation, claims for unpaid overtime wages, minimum wage violations, liquidated damages, attorneys’ fees, and costs under 29 U.S.C. §§ 206, 207, and 216 and implementing regulations codified at 29 C.F.R. Subtitle B, Chapter V. For Plaintiffs and Opt-In Plaintiffs who are also Participating Class Members, this release is in addition to, supplements, and does not supersede or limit their release of Released Class Claims by Participating Class Members.

2. Released Class Claims by Participating Class Members. As of the Effective Date, Plaintiffs and Participating Class Members shall fully and finally release and discharge Defendants and the Released Parties from any and all Nevada state or local claims, obligations, demands, rights, actions, causes of action and liabilities, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including, without limitation, claims for unpaid overtime wages, unpaid wages, minimum wage violations, meal period violations, rest period violations, failure to pay wages at termination, waiting time penalties, restitution, penalties, interest, liquidated damages, double damages, treble damages, exemplary damages, attorneys’ fees, costs, disbursements and expenses, including, without limitation, claims under Chapter 608.018 NRS and Chapters 608.020 through 608.050 NRS.

3. Plaintiffs. As of the Effective date, in addition to the releases set forth in Sections III.G.1 and III.G.2 above, Plaintiffs hereby fully and finally release Defendants and the other Released Parties from any and all claims, known or

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unknown, asserted or that might have been asserted, that Plaintiffs have or might have against Defendants and Released Parties (“Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims include, without limitation, any and all claims that arose out of or are in any way connected with Plaintiffs’ respective employment for TMA or Plaintiffs’ respective separations from TMA and that are related to or concern any law, including, without limitation, discrimination, harassment, and retaliation under local, state, or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, Federal and State Civil Rights Statutes and the National Labor Relations Act, wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; and failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, vacation pay, either individually or as part of a class action, collective action, and/or representative action, FMLA or any other local, state, or federal leave statute, which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement, excluding any claims that cannot be released as a matter of law.

4. Class Counsel. As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys’ fees and expenses against Defendants arising from or related to the Action.

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1 Settlement Agreement at Page 16-17. The released parties are “(i) Defendants, and each of them,
2 and (ii) any of Defendants’ respective past, present and future parents, related entities, subsidiaries,
3 joint ventures, and affiliates; (iii) the past, present and future shareholders, directors, owners,
4 officers, members, managers, agents, employees, attorneys, insurers, predecessors, successors,
5 licensors, licensees, subsidiaries and assigns of any of the foregoing; and (iv) any individual or entity
6 which could be jointly liable with any of the foregoing.” Settlement Agreement at Page 4.

7 **V. ARGUMENT**

8 **A. The Settlement Class Should be Certified.**

9 Pursuant to Rule 23 of the Federal Rule of Civil Procedure, a class action may be settled
10 only with the court’s approval. Fed. R. Civ. P. 23(e). Where Parties reach settlement to a class action
11 prior to class certification, “courts must peruse the proposed compromise to ratify both the propriety
12 of the certification and the fairness of the settlement.” *Sinanyan v. Luxury Suites Int’l Liab. Co.*, No.
13 2:15-cv-00225-GMN-VCF, 2017 U.S. Dist. LEXIS 112970, at *5 (D. Nev. July 20, 2017) (quoting
14 *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003)). “At the preliminary stage, the court must
15 first assess whether a class action exists.” *Id.* (citation omitted).

16 For the purpose of class actions, a class representative may sue on behalf of all class member
17 when the following four requirements are met: (1) the class is so numerous that joinder of all
18 members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims
19 or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the
20 representative parties will fairly and adequately protect the interests of the class. Fed. R. Civ. P.
21 23(a). The Supreme Court addresses these requirements plainly as “numerosity,” “commonality,”
22 “typicality,” and “adequacy of representation.” *Amchem Prods. v. Windsor*, 521 U.S. 591, 613
23 (1997). In seeking class certification, parties must meet the requirements of Rule 23(1) **and also**
24 show the action is maintainable under **one** of three requirements listed in rule 23(b). Fed. R. Civ. P.
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1. Numerosity is Satisfied.

To establish numerosity, a class must be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “Numerosity is not determined by a single benchmark and plaintiffs are not required to allege the exact number or identity of class members to satisfy the numerosity prerequisite.” *Berry v. Aria Resort & Casino, LLC*, No. 2:14-cv-1321-APG-VCF, 2015 U.S. Dist. LEXIS 17564 at *7 (D. Nev. 2015). Plaintiffs can satisfy the numerosity requirement by providing reasonable estimates. *Bissonette v. Enter. Leasing Company-West, LLC*, 300 F.R.D. 466, 469 (D. Nev. 2014).

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In *Gonzalez v. Diamond*, the employer operated three properties which, Plaintiff alleged, experienced high turnover during the course of his employment—in considering these allegations, in conjunction with the recovery period of six years, the court found it reasonable to infer the class numbers to be in the hundreds and thus satisfying numerosity. *Gonzalez v. Diamond Resorts Int’l Mktg.*, No.: 2:18-cv-00979-APG-NJK, 2020 U.S. Dist. LEXIS 77623 at *6-7 (D. Nev 2020). Specifically, the Court reasoned the alleged high employee turnover rate would likely result in a class number in the hundreds with many members likely to be owed only modest amounts of overtime pay given the short duration of employment and provided such, former employees would be deterred from pursuing individual claims outside of a class action context. *Id. See also Rannis v. Recchia*, 380 Fed. Appx. 646, 651 (9th Cir. 2010) (affirming a lower court finding the “unnecessary financial burdens on class members whose damages likely would not exceed \$600” weighed in favor of certification). Additionally, the presumption of impracticability increases where the geographical disbursement of class members spans beyond one district. *Wright v. Linkus Enters.*, 259 F.R.D. 468, 472 (E.D. Cal. 2009). Further, “impracticability does not mean impossibility but only the difficulty or inconvenience of joining all members of the class.” *Johnson v. City of Grants Pass*, 50 F.4th 787, 803 (9th Cir. 2022) (citation omitted).

In this case, Defendants operate sixteen locations across six states: Nevada, Utah, Idaho, Colorado, New Mexico, and Arizona.¹² In light of this Settlement, Defendants produced a list of

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¹² Defendants website reveals this information: <https://thompsonmichie.com/communities/>; <https://thompsonmichie.com/about/>.



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237 employees—providing both current and former employees across its properties who may recover under this action. This estimate is numerous to satisfy numerosity. Here, the class period spans three years for Nevada claims and four years for FLSA claims, given the length of the class period, in addition to the size of the estimated class across six states, joinder of each member would be impracticable. Because employees may recover moderate awards in wage-and-hour claims, joining all members is most favorable for recovery of their owed wages. Accordingly, the Court should find the numerosity element is satisfied.

2. Commonality is Satisfied.

Commonality exists when there are questions of law or fact common to a class—it requires more than a showing that members suffered a violation of the same provision of law. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-50 (2011). The Ninth Circuit construes commonality permissively. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Specifically, it has noted: “[a]ll questions of fact and law need not be common to satisfy the rule. The existence of shared legal issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class.” *Id.* Further, this court has previously found where “the class members’ claims arise from a standard practice and implicate common legal questions...the commonality element is satisfied.” *Bissonette*, 300 F.R.D. at 469.

Commonality is held to a less stringent standard than the predominance requirement of Rule 23(b)(3), and is therefore satisfied whenever the standard for 23(b)(3) is met. *Amchem Prods*, 521 U.S. at 609; *see also Hanlon*, 150 F.3d at 1019 (holding the commonality elements to be less rigorous than the sister requirements of Rule(b)(3)); *see also Watkins v. Rapid Fin. Sols., Inc.*, No.: 3:20-cv-00509-MMD-CSD, 2022 U.S. Dist. LEXIS 207748 at *14 (D. Nev. 2022) (finding “If Rule 23(b)(3) predominance is established, the commonality requirement is inherently satisfied.”). Because the court generally finds commonality satisfied where the predominance requisite is satisfied, it will be discussed under Rule 23(b)(3).

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3 **3. Typicality is Satisfied.**

4 Under Rule 23(a)(3), typicality is satisfied when “the claims or defenses of the representative
5 parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “Typicality exists
6 where the claims of the named plaintiffs arise from the same even that gives rise to the claims of the
7 other class members, and the names plaintiff’s claims are based on the same legal theories as the
8 other class members’ claims.” *Bissonette*, 300 F.R.D. at 469-70. Put plainly, the claims of the
9 plaintiffs must be representative of absent class members—under the same course of conduct, class
10 members have suffered a similar injury as the named plaintiffs. *Id.*

11 Here, typicality is satisfied because Plaintiffs claims “flow from the same standard practice
12 and course of conduct that also gives rise to the claims of all other class members.” *Id.* Plaintiffs
13 allege Defendants maintain a uniform overtime plan or policy that has resulted in various wage
14 violations and discrepancies. In considering Defendants business operations across six states,
15 payroll is highly unlikely to be distributed on an employee-by-employee basis. Where there is one
16 wage violation based on the multi-state company-wide payroll calculations, there are likely many.
17 Therefore, Plaintiffs claims are typical of absent class members, all employees were subject to the
18 same allegedly improper wage violations and miscalculations.

19 **4. Adequacy is Satisfied.**

20 The adequacy prong requires that “the representative parties will fairly and adequately
21 protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). “Resolution of two questions determine
22 legal adequacy: (1) do the name plaintiffs and their counsel have any conflicts of interest with other
23 class members and (2) will the named plaintiffs and their counsel prosecute the action vigorously
24 on behalf of the class?” *Hanlon*, 150 F.3d at 1020 (citing *Lerwill v. Inflight Motion Pictures, Inc.*,
25 582 F.2d 507, 512 (9th Cir. 1978)).

26 Plaintiffs themselves *are* class members, having suffered the same injury as class members when
27 they were improperly compensated by Defendants for hours worked. *See Amchecm Products, Inc.*,
28 521 U.S. at 625-26 (“[A] class representative must be part of the class and ‘possess the same interest
and will suffer the same injury’ as the class members.”). Plaintiffs have a strong interest in not only



1 recovering owed wages but *maximizing* their recovery for Defendants (alleged) wage violations. In
2 dedicating their efforts to vigorously prosecuting the action, Plaintiffs have demonstrated they are
3 adequate representatives for the class.

4 “Moreover, the Ninth Circuit applies a low bar for qualifying as an adequate class
5 representative...” *Local Joint Exec. Bd. Of Culinary/Bartender Tr. Fund v. Las Vegas Sands*, 244
6 F.3d 1152, 1162 (9th Cir. 2001) (“The records indicates clearly that he understands his duties and
7 is currently willing and able to perform them. The Rule does not require more.”).

8 Additionally, Plaintiffs are represented by counsel competent and experienced in class actions,
9 including labor and employment litigation. Plaintiffs’ counsel has no conflicts of interest with
10 potential Class Members and has zealously advocated for absent class members through this action.
11 *See* Declaration of Robert Montes; Declaration of Jason Kuller.

12 **5. The Criteria of Rule 23(b)(3) are Met.**

13 Parties seeking class certification must make two showings: one under Rule 23(a) and one
14 under Rule 23(b). Fed. R. Civ. P. 23. Parties must satisfy only one of the three categories outlined
15 under Rule 23(b) to maintain the action. *Id.* As relevant to this action under Rule 23(b), parties must
16 demonstrate "the questions of law or fact common to class members predominate over any questions
17 affecting individual members, and that a class action is superior to other methods for fairly and
18 efficiently adjudicating the controversy." *Id.* at (b)(3).

19 **i. Predominance is Satisfied.**

20 Individual Class Members may have matters that require evidence that varies from the class,
21 however class members having individual claims are not dispositive of class certification. *Tyson*
22 *Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016). If the evidence of the action is capable of
23 answering a common question for the entire class in one stroke, so long as the central issues in the
24 action are common and predominate, the action may be considered proper under Rule 23(b). *Olean*
25 *Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651, 668-69 (9th Cir. 2022). “A
26 common question is one where the same evidence will suffice for each member to make a prima
27 facie showing or the issue is susceptible to generalized, class wide-proof.” *Tyson*, 577 U.S. at 453.
28



1 Here, Defendants operate a pay system on a company wide basis. While the value of damages
2 may vary between individual class members, the wage violations stem from Defendant’s uniform
3 wage-and-hour and overtime practice affecting all non-exempt, hourly employees.

4 **ii. Superiority is Satisfied.**

5 In actions alleging wage-and-hour and overtime violations, class actions are the superior
6 method for securing justice for the employees, whose litigation costs would likely outweigh the
7 recovery. Because this action concerns legal and factual issues shared by class members, a class
8 action is fair and most efficient to resolve the claims of all members than individual actions would
9 be. *See Local Joint Exec. Bd.*, 244 F.3d at 1163 (“Class actions... may permit the plaintiffs to pool
10 claims which would be uneconomical to litigate individually.”) (quoting *Phillips Petroleum Co. v.*
11 *Shutts*, 472 U.S. 797, 809 (1985)). Although the individual class members may resolve their claims
12 outside of this class action, litigation is costly and would likely prove uneconomical for individual
13 class members. *See also Hanlon*, 150 F.3d at 1023 (“From either a judicial or litigant viewpoint,
14 there is no advantage in individual members controlling the prosecution of separate actions. There
15 would be less litigation or settlement leverage, significantly reduced resources, and no greater
16 prospect for recovery.”).

17 **B. The Proposed Settlement Merits Preliminary Approval.**

18 Pursuant to Rule 23(e), a class action may be settled only with the Court’s approval. Fed. R.
19 Civ. P. 23(e). In an action which would bind class members, the court may approve a class action
20 settlement if it finds the settlement to be fair, reasonable, and adequate. *Id.* “At this preliminary
21 approval stage, the court need only determine whether the proposed settlement is within the range
22 of possible approval.” *Acuna v. So. Nev. T.B.A. Supply Co.*, 324 F.R.D. 367, 379 (D. Nev. 2018).
23 Notably, the Ninth Circuit favors settlement of class actions as a matter of strong judicial policy.
24 *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

25 **1. The Settlement is Fair.**

26 At this preliminary stage, the court need only determine if the settlement is *potentially fair*
27 because the “court will make a final determination of its adequacy at the hearing on Final Approval.”
28



1 *Berry*, 2015 LEXIS 17564, at *12. “It is the settlement taken as a whole, rather than the individual
2 component parts, that must be examined for overall fairness.” Hanlon, 150 F.3d at 1026.

3 **i. The Distribution Among Class Members is Fair.**

4 The proposed settlement is fair in that the Class Members’ recovery is calculated by their
5 individual earnings during the Collective/Class period. (Ex. 1, p.7). The class members individual
6 earnings are then divided by the sum of all earnings during this period. This ratio allows for the
7 funds to be appropriately allocated based on members’ individual projected earnings. *Id.* In
8 exchange for their portion of the recovery amount, the proposed Settlement releases only the claims
9 that were alleged, or that could have reasonably been alleged, based on the facts in the Complaint—
10 the claims alleged in the Complaint relating to and arising from Defendants violative wage-and-
11 hour and overtime practices. (Ex. 1, p.16).

12 **ii. The Class Representative Award is Fair.**

13 This action was initiated through Plaintiffs, who have remained active participants in
14 providing Class Counsel valuable assistance throughout this action. “Incentive awards are fairly
15 typical in class actions and are intended to compensate class representatives for work done on behalf
16 of the class, to make up for financial or reputational risk undertaken in bringing the action...” *Berry*,
17 2015 U.S. Dist. LEXIS at *14.

18 The named Plaintiffs incentive award is **not** conditioned on their support for the settlement.
19 (Ex. 1, p.16). The award proposes \$5,000 for each Plaintiff for a total of \$10,000. *See* Settlement P.
20 However, this is **subject** to court approval and there was no guarantee this amount would be awarded
21 to Plaintiffs. *Id.* While the proposed award amount falls within a range typically offered to class
22 representatives, should the court find it unreasonable, it has the discretion to lower the award
23 amount. *See Resnick v. Frank*, 779 F.3d 934, 943 (9th Cir. 2015) (finding the class representative
24 awards of \$5000 each to be “well within the usual norms of modest compensation paid to class
25 representatives for services performed in the class action.”). *See* Exhibit “B” and “C”, Declaration
26 of Christina Cantu and Rebeka Svinning respectively.
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iii. Class Counsel Fees are Fair.

The Settlement will award Class Counsel fees from the Gross Settlement Amount— awarding \$58,800 for Class Counsel fees, amounting to 28% of the Gross Settlement Fund. (Ex. 1, p.6). The Ninth Circuit applies one of two methods in calculating appropriate attorneys’ fee awards in class actions: the “lodestar” method and the “percentage-of recovery” method. *Kim v. Allison*, 8 F.4th 1170, 1180-81 (9th Cir. 2021). Generally, Courts use the “lodestar” method where the relief to the class is injunctive and the benefit to the class is difficult to monetize—determining the fees by calculating the hours worked by a reasonable hourly rate. *Id.* Where the benefit to a class is monetary and easy to quantify, the court awards a percentage of the settlement fund to provide class counsel with a reasonable fee. *Id.*

Under the percentage-of- recovery method, the Ninth Circuit has accepted 20% to 30% as an acceptable range for attorney fees. *Sinanyan*, 2017 U.S. Dist. LEXIS at *18 (citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002); *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000)).

Additionally, the Ninth Circuit has found percentage-of recovery more favorable for Counsel who represent the case on contingency:

Class counsel...have the case on contingency. Moreover, it is a double contingency; first, they must prevail on the class claims and then they must find some way to collect what they win. Class counsel was committed to carrying the case through the conclusion of litigation by trial and appeal, if that would be in the best interests of the class...The 25% contingent fee rewarded class counsel not only for the hours they had in the cased to the date of the settlement, but for carrying the financial burden of the case, effectively prosecuting it and, by reason of their expert handling of the case, achieving a just settlement for the class.

See Torrissi v. Tucson Elec. Power Co., 8 F.3d 1370, 1376-77 (9th Cir. 1993). While 25% is generally the benchmark for reasonable attorney fees, Counsel has retained this action on a



1 contingency basis—carrying the financial risk since retaining this case. *See Resnick*, 779 F.3d at
2 949. (“Under the percentage-of recovery method, the attorneys’ fees equal some percentage of the
3 common settlement fund; in this circuit, the benchmark percentage is 25%.”)

4 However, when counsel fees deviate from the 25% benchmark, there must be clear reason
5 to justify the departure from the benchmark. *See Acuna*, 324 F.R.D. at 384-85 (“The Ninth Circuit
6 has made clear... that 25 percent remains the benchmark and the district court must provide clear
7 reasons for departing from that benchmark.”). Here, Plaintiff’s Counsel award is properly calculated
8 as a percentage of the Net Settlement Fund (as opposed to calculating the percentage from the Gross
9 Settlement Fund). The following details the reasoning for Class Counsel’s minute three percent
10 deviation from the suggested benchmark: Class Counsel retained Plaintiff, Christina Cantu, in late
11 December of 2022. On January 3, 2023, Plaintiffs mailed Ms. Cantu’s letter of representation to
12 Defendants. A month later Plaintiffs retained Rebekah Svinning and sent her letter of representation
13 on March 3, 2023. Parties remained in communication from the initial letter of representation—
14 much of the communication consisting of disputes to Plaintiffs improperly paid wages and
15 individual claims. With no resolution in sight, in October of 2023, Plaintiffs continued with filing
16 claims with the Nevada Employment Rights Commission. In April of 2024, Plaintiffs filed our
17 Complaint. Shortly after Defendants moved this action to this court and a month later, moved to
18 dismiss the action entirely. In the following weeks, Plaintiffs filed various pleadings—among them
19 were a 142-page motion for circulation of notice and a 112-page opposition to Defendants motion
20 to dismiss.¹³ See ECF No. 16, 17. Prior to mediation, Plaintiffs retained an expert witness from
21 Advanced Analytical Consulting Group to analyze payroll data for the entire class and class period.¹⁴
22 The expert presented a range of damages, empowering Plaintiffs bargaining power with Defendants
23 in recovering no less than the lower end of the range in mediation.

24 Counsels award fee is fair and reasonable given the complexity of the issues, the length of
25 counsel’s effort, counsel’s experience, the results obtained, counsels continuing responsibilities, and
26

27 ¹³ Totaling 30 pages of argument with 180 exhibits and over 20 pages of sworn testimony.

28 ¹⁴ The documents produced by Plaintiffs expert remain privileged attorney work product and is treated as privileged unless ordered by the Court.



1 the amount of risk adopted by Class Counsel. Most importantly, should the court find Counsels fee
 2 disproportionate, any fees not awarded are directed back to the net settlement fund for the benefit
 3 of the class members. *See In re Cal. Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 676 (9th Cir.
 4 2025) (favoring unawarded fees to direct back to the class members instead of the defendant).

5 **iv. Class Members are treated equitably relative to each other**

6 As outlined in Rule 23(e), when members are treated “equitably relative to each other” it
 7 may support a finding of fairness. Fed. R. Civ. P. 23(e); *See also Gonzalez-Rodriguez v. Mariana’s*
 8 *Enters.*, No. 2:15-cv-00152-JCM-PAL, 2016 U.S. Dist. LEXIS 92198, at *7 (D. Nev. 2016) (A court
 9 may have grounds to doubt the fairness of a settlement where there is preferential treatment of class
 10 members.)

11 This action was brought under both federal and Nevada law, therefore dividing members
 12 between those who have claims under Nevada law and those who have a claim under federal law.
 13 As governed by the respective jurisdiction, the FLSA Collective must “opt-in” to the action, whereas
 14 the Nevada class are automatically included in the action and must request to be excluded.

15 The Settlement provides for a two-tier settlement payment, sharing the net settlement
 16 between the FLSA Collective Members and the Class Members (respectively “Share A” and “Share
 17 B”). One-half (1/2) of each Settlement share is in settlement of wage claims and one-half (1/2) of
 18 each Settlement share is in settlement of claims for liquidated damages. (Ex. 1, p.7-8). Each share
 19 utilizes the same calculation method based upon each respective members individual earnings.
 20 Historically, courts recognize that equitable treatment does not require identical relief to each class
 21 or collective member so long as the distribution plan is rational and does not unfairly disadvantage
 22 any group within the class. *See Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523,
 23 527 (C.D. Cal. 2004) (“[I]t is well-settled law that a proposed settlement may be acceptable even
 24 though it amounts to only a fraction of the potential recovery that might be available to the class
 25 members at trial.”); *See also In re Blue Cross Blue Shield Antitrust Litig. MDL 2406*, 85 F.4th 1070,
 1093 (11th Cir. 2023) (the amended Rule 23(e) “requires equity, not equality, and treating class
 26 members equitably does not necessarily mean treating them all equally.”).

27 The amount given to each share is proportionate to account for the class size and liquidated
 28 damages (for FLSA claims) or waiting time penalties (for Nevada Claims). Here, while there are
 two settlement shares, the members individual share is calculated from their individual earnings.
 This is supportive of overall fairness and adequacy of the proposed Settlement because it is applied



1 equally across members. Although class members may receive different settlement shares, the Ninth
2 Circuit has held that this does render a settlement unfair. *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th
3 Cir. 2003) (finding a settlement met the adequacy standard where “the requested relief applie[d]
4 equally through-out the class.”).

5 **2. The Settlement is Reasonable**

6 *The proposal was negotiated at arm’s length.* Class Counsel held bargaining power through
7 the duration of this litigation—at no point were Plaintiffs ready to accept Defendants arguments for
8 face value or to accept a subpar recovery for the sake of settlement. In fact, the Parties have never
9 engaged in direct settlement talks or exchanged specific settlement proposals. Quite the opposite,
10 the Parties remained in communication for an entire year with neither partying wavering in their
11 position. After a year with no resolution in sight, this litigation was initiated in state court.

12 Before Defendants’ opposition to Plaintiffs’ certification motion came due, and before
13 TME’s reply in support of dismissal came due, Defendants broached the idea of settlement with
14 Plaintiffs within days of Plaintiffs pleadings.¹⁵ At this point, the Parties agreed that the only way to
15 settle this class and collective action would be through assisted mediation with an open sharing of
16 information. Notably, Class counsel was committed to litigating this action and the pleadings
17 demonstrate counsel’s ongoing and continued advocacy for the benefit of the class and collective
18 members. *See Hanlon*, 150 F.3d at 1021 (“Class counsel confined to settlement negotiations could
19 not use the threat of litigation to press for a better offer.”) (citation omitted).

20 Plaintiffs and Class Counsel entered mediation with “adequate information before them to
21 gauge the value of the class’s claims and assess whether [the] proffered settlement amounts
22 adequately compensated the class members for their damages.” *Harris v. Hector Mktg. Corp.*, No.
23 C-08-5198 EMC, 2011 U.S. Dist. LEXIS 48878, at *24 (N.D. Cal. Apr. 29, 2011). The Parties
24 participated in a successful mediation session conducted under the assistance of experienced
25 mediator and retired judge, the Honorable Peggy A. Leen, of JAMS. Settlement was reached through
26 arm’s length negotiations and represents an adequate and fair recovery given the estimated range of
27 class damages. *See Harris*, 2011 U.S. Dist. LEXIS at *25 (noting a parties’ use of an experienced
28 mediator of complex civil disputes “further suggests that the parties reached the settlement in a
procedurally sound manner that was not the result of collusion or bad faith by the parties or
counsel.”)

¹⁵ Referencing the Motion for Certification of Notice and Opposition to Defendants Motion to Dismiss.



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VI. CONCLUSION

For all the reasons set forth above, Plaintiffs respectfully request that the Parties' Collective and Class Action Settlement be preliminary approved.

DATED: April 14, 2026

Respectfully submitted,

RAFII & ASSOCIATES, P.C.

/s/ Robert Montes

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Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on April 14, 2026, I caused service of a true and correct copy of the foregoing **PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF THE COLLECTIVE AND CLASS ACTION SETTLEMENT** to be made by the CM/ECF E-File and Serve System upon all parties registered to use this service, and listed as service recipients herein, in accordance with Fed.R.Civ.P. 5 and LR 5-1:

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/s/ Michelle Peredia
An employee of RAFII & ASSOCIATES, P.C.

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11
12
13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

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

18 Plaintiffs,

19 v.

20 THOMPSON MICHIE ASSOCIATES,
21 LLC, a foreign limited liability
22 company; TM EQUITIES INC., f/k/a
23 THOMPSON MICHIE ASSOCIATES,
24 INC., a foreign corporation; and DOES
25 1 through 50, inclusive,

26 Defendants.

Case No. 2:24-CV-00908-APG-DJA

INDEX OF EXHIBITS

RAFII & ASSOCIATES, P.C.
EXCELLENCE | COMMITMENT | RESULTS



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit	Description
A	Settlement Agreement
A-1	Notice Of Collective Action Settlement To FLSA Collective Members
A-2	Notice Of Class Action Settlement To Nevada Class Action Members
B	Declaration Of Christina Cantu In Support Of Plaintiffs' Motion For Preliminary Approval For The Collective And Class Action Settlement
C	Declaration Of Rebekah Svinning In Support Of Plaintiffs' Motion For Preliminary Approval For The Collective And Class Action Settlement

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EXCELLENCE | COMMITMENT | RESULTS



EXHIBIT “A”

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

This Class and Collective Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Christina Cantu (“Cantu”) and Rebekah Svinning (“Svinning,” and together with Cantu, “Plaintiffs”), individually and on behalf of the Collective and/or Class, and defendants Thompson Michie Associates, LLC (“TMA”) and TM Equities Inc. (“TM Equities,” and together with TMA, “Defendants”).

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning:

- A. “Action” means the action pending in the United States District Court, District of Nevada, which is currently captioned *Christina Cantu and Rebekah Svinning, on behalf of themselves and all others similarly situated v. Thompson Michie Associates, LLC; TM Equities Inc. f/k/a Thompson Michie Associates, Inc.; and Does 1 through 50*, Case No. 2:24-cv-00908-APG-DJA.
- B. “Class” means all current and former hourly, non-exempt employees employed by TMA in the State of Nevada at any time starting April 27, 2020, through the date of Preliminary Approval of the Settlement.
- C. “Class Counsel” means Jason Kuller, Roberto Montes, Jr., and Rachel Mariner of RAFII & ASSOCIATES, P.C.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses incurred in connection with the Action.
- E. “Class and Collective Data” means, for each Class and/or FLSA Collective Member, their name; last-known mailing address; Social Security number (which will only be furnished to the Settlement Administrator); employee identification number; email address (if known); and Earnings during the Class and/or Collective Period.
- F. “Class Member” is a member of the Class.
- G. “Class and Collective Notice” means the Notice of Proposed Settlement of Class and Collective Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.

- H. “Collective and Class Notice Packet” means the Collective and Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement and the FLSA Collective Consent Form in the form set forth as Exhibit B (other than formatting changes as necessary for printing, email, or use on a settlement website).
- I. “Class Net Settlement Fund” means the Gross Settlement Amount less the Court-approved amounts for the FLSA Net Settlement Fund, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Settlement Administration Expenses.
- J. “Class Period” means the period of time from April 8, 2022, through the date of Preliminary Approval of the Settlement.
- K. “Class Representative Service Payments” means the service payments made to Plaintiffs in their capacity as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by Plaintiffs as set forth herein.
- L. “Court” means the United States District Court for the District of Nevada.
- M. “Defendants” means defendants Thompson Michie Associates, LLC and TM Equities Inc..
- N. “Defendants’ Counsel” or “Defense Counsel” means Jeffrey H. McClelland and Maria K. Thompson of LEWIS BRISBOIS BISGAARD & SMITH LLP, on behalf of TMA, and Sydney Gambia and Tyson Horrocks of HOLLAND & HART LLP, on behalf of TM Equities.
- O. “Earnings” means the total hourly wage compensation paid to a given Class Member for their regular, overtime, on-call, and on-call overtime hours worked during the Class Period and/or FLSA Collective Period.
- P. “Effective Date” means the date by which all of the following have occurred: This Agreement is approved by the Court; and the Judgment becomes Final as defined in Section I.Q of this Agreement.
- Q. “Final” means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, or if an objection to the Settlement is made and Judgment is entered but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - 2. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- S. “FLSA” means the Fair Labor Standards Act.
- T. “FLSA Collective” and “FLSA Collective Members” means all current and former hourly, non-exempt employees employed by TMA in any State at any time during the FLSA Collective Period who timely submit the FLSA Collective Consent Form to join the collective action.
- U. “FLSA Collective Consent Form” means the form that FLSA Collective members must timely submit to become Opt-In Plaintiffs and receive a Settlement Share B from the FLSA Net Settlement Fund.
- V. “FLSA Collective Period” means April 8, 2021, through the date of Preliminary Approval of the Settlement.
- W. “FLSA Net Settlement Fund” means the amount not to exceed \$160,000 available for payout to the Opt-In Plaintiffs.
- X. “Gross Settlement Amount” means Three Hundred Eleven Thousand Five Hundred Twenty-Five Dollars (\$311,525) to be paid by TMA as provided by this Agreement. This amount is an all-in amount and shall be inclusive of all payments of Settlement Shares to the Class Members and FLSA Collective Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and any other amounts required for the full and final resolution of this Action, but excluding employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages, which shall not be paid from the Gross Settlement Amount.
- Y. “Judgment” means the Final Approval Order and Judgment entered by the Court disposing of all issues raised in this Action.
- Z. “Non-Participating Class Member” means a Class Member who submits a valid and timely Request for Exclusion.
- AA. “Opt-In Plaintiffs” means Plaintiffs and each person who has a consent on file with the Court as of the date this Agreement is signed and each FLSA Collective Member who timely submits a FLSA Collective Consent Form, and therefore opts in and consents to participate in the FLSA component of the Action and Settlement.
- BB. “Parties” means Plaintiffs and Defendants.
- CC. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

- DD. “Plaintiffs” means Christina Cantu and Rebekah Svinning.
- EE. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement.
- FF. “Released Class Claims” means the claims released in Section III.G.2 of the Agreement.
- GG. “Released Parties” means (i) Defendants, and each of them; (ii) any of Defendants’ respective past, present and future parents, related entities, subsidiaries, joint ventures, and affiliates; (iii) the past, present and future shareholders, directors, owners, officers, members, managers, agents, employees, attorneys, insurers, predecessors, successors, licensors, licensees, subsidiaries and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing..
- HH. “Request for Exclusion” means the written request by a Class Member to exclude themselves from the Settlement submitted in accordance with the instructions in the Class and Collective Notice.
- II. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- JJ. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator shall be agreed to by all counsel.
- KK. “Settlement Share A” means each Opt-In Plaintiff’s share of the FLSA Net Settlement Fund as provided by this Agreement.
- LL. “Settlement Share B” means each Participating Class Member’s share of the Class Net Settlement Fund as provided by this Agreement.
- MM. “Settlement Share” means each Participating Class Member’s share of the Class Net Settlement Fund and each Opt-In Plaintiff’s share of the FLSA Net Settlement Fund as provided by this Agreement.

II. RECITALS

- A. On April 8, 2024, Plaintiffs filed a Complaint against Defendants in the Eighth Judicial District Court, Clark County, Nevada, initiating Case No: A-24-890712-C (the “State Court Action”).
- B. On May 7, 2024, TMA filed an Answer with affirmative defenses to Plaintiffs’ Complaint in the State Court Action.

- C. On May 14, 2024, TMA filed a Petition for Removal, thereby timely removing the State Court Action to this Court under federal question jurisdiction pursuant to 28 U.S.C. § 1441(a) and initiating the Action.
- D. In the Complaint, Plaintiffs asserted claims that Defendants:
 - 1. Failed to pay overtime in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207, and that Defendants’ violations were willful within the meaning of 29 U.S.C. § 255(a);
 - 2. Failed to pay overtime in violation of Nevada Revised Statutes (“NRS”) 608.018;
 - 3. Failed to timely pay all wages due and owing in violation of NRS 608.020-050; and
 - 4. Individual claims related to the respective terminations of Plaintiffs’ former employment.
- E. On June 4, 2024, TM Equities filed a Motion to Dismiss Plaintiffs’ Complaint.
- F. On October 29, 2024, the Parties participated in an all-day mediation presided over by the Honorable Peggy A. Leen, a former magistrate judge of this Court and respected mediator of wage and hour class actions. Through the mediation, the Parties, represented by their respective counsel agreed in principle to settle the Action. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties regarding the Settlement.
- G. On November 22, 2024, the Parties filed a Joint Status Report in the Action, notifying the Court that the Parties had reached a resolution of Plaintiffs’ individual and class and collective claims.
- H. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs, the Class or the FLSA Collective have merit or that Defendants bear any liability to Plaintiffs, the Class or the FLSA Collective on those claims or any other claims, or as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree to certification of the Class and the FLSA Collective for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class or collective for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the maximum amount that TMA will pay under this Settlement is Three Hundred Eleven Thousand Five Hundred Twenty-Five Dollars (\$311,525). This amount is an all-in amount

and shall be inclusive of all payments of Settlement Shares to the Class Members and FLSA Collective Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and any other amounts required for the full and final resolution of this Action, but excluding employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages, which shall not be paid from the Gross Settlement Amount.

B. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. To Plaintiffs: In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$5,000.00 for each Plaintiff as the Class Representative Service Payments. Defendants will not oppose Class Representative Service Payments of no more than \$5,000.00 for each Plaintiff. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than \$5,000.00 for each Plaintiff, the remainder will be retained in the Class Net Settlement Fund for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to Plaintiffs with respect to the payment. To receive the payment, Plaintiffs agree to a general release of all claims as set forth below.
2. To Class Counsel: Class Counsel will apply to the Court for an award of not more than \$58,800, which represents twenty-eight percent (28%) of the \$210,000 amount the Parties agreed in mediation would be allocated from the Gross Settlement Amount to pay the Settlement Shares, as their Class Counsel Fees Payment and an amount not more than \$21,225 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose Class Counsel's application for the Class Counsel Litigation Expenses Payment and will not oppose their application for a Class Counsel Fees Payment of up to \$58,800. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment out of the Gross Settlement Amount. If any court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount sought in the application, the difference between the amount sought and the amount awarded will be retained in the Class Net Settlement Fund for distribution to Participating Class Members, subject to any appeal rights addressed elsewhere in this Agreement. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Raffi & Associates, P.C.

3. To the Settlement Administrator. The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$11,500 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$11,500, the remainder will be retained in the Class Net Settlement Fund for distribution to Participating Class Members.

C. Payments from the FLSA Net Settlement Fund.

1. Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share A from the FLSA Net Settlement Fund to each Opt-In Plaintiff. Opt-In Plaintiffs will receive a separate check from the FLSA Net Settlement Fund for their Settlement Share A, e.g., Opt-In Plaintiffs who are also a Participating Class Member will receive two Settlement Share checks.
2. Calculation. The Settlement Share A for each Opt-In Plaintiff will be calculated by first dividing individual Earnings during the FLSA Collective Period by the total amount of Earnings for all FLSA Collective Members during the FLSA Collective Period. This ratio will then be applied to the FLSA Net Settlement Fund to determine each individual Opt-In Plaintiff’s Settlement Share A.
3. Withholding.
 - a. Subject to approval by the Court, one-half (1/2) of each Settlement Share A is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2, and any employee portion of such withholdings shall be paid for from the Gross Settlement Amount.
 - b. Subject to approval by the Court, one-half (1/2) of each Settlement Share A is in settlement of claims for liquidated damages allegedly due to employees (the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
4. Reversion of Excess FLSA Net Settlement Fund amounts. Any amount of the FLSA Net Settlement Fund that is not apportioned to Opt-In Plaintiffs as part of their pro rata share of the FLSA Net Settlement Fund to compensate them for the release of their FLSA claims shall revert back to TMA.

D. Payments from the Class Net Settlement Fund.

1. Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share B from the Class Net Settlement Fund to each Participating Class Member. The submission of a claim form is not required to be paid.

2. Calculation. The Settlement Share B for each Participating Class Member will be calculated by first dividing individual Earnings during the Class Period by the total amount of Earnings for all Participating Class Members during the Class Period. This ratio will then be applied to the Class Net Settlement Fund to determine each individual Participating Class Member's Settlement Share B.
 3. Withholding.
 - a. Subject to approval by the Court, one-half (1/2) of each Settlement Share B is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2, and any employee portion of such withholdings shall be paid for from the Gross Settlement Amount.
 - b. Subject to approval by the Court, one-half (1/2) of each Settlement Share B is in settlement of claims for interest and penalties allegedly due to employees (the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
 4. Effect of Non-Participating Class Members. Non-Participating Class Members will receive no Settlement Share B, and their Request for Exclusion will not reduce the Gross Settlement Amount or the Class Net Settlement Fund. Their respective Settlement Share B will remain a part of the Class Net Settlement Fund for distribution to Participating Class Members on a pro rata basis relative to their Settlement Share B.
- E. Appointment of Settlement Administrator. After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint CPT Group, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, emailing, and mailing the Class and Collective Notice Packet to all FLSA Collective Members; establishing a settlement website with capabilities for Opt-In Plaintiffs to sign the FLSA Collective Consent form electronically; conducting a national change of address search to update FLSA Collective Member addresses before mailing the Class and Collective Notice Packets; re-mailing Class and Collective Notice Packets that are returned to the FLSA Collective Member's new address; sending reminders to FLSA Collective Members; setting up a toll-free telephone number to receive calls from FLSA Collective Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class and Collective Notice Packets and receipt of completed Requests for Exclusion; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of an Opt-In Plaintiff's or Participating Class Member's

Settlement Share, subject to the monetary limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class and Collective Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall obtain an Employer Identification Number for TMA for the Settlement and shall use that Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

F. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After execution of this Settlement Agreement by the Parties, Plaintiffs will file a Motion for Preliminary Approval with the Court seeking: (i) an order granting preliminary approval of the Settlement; (ii) setting a date for the Final Approval Hearing; and (iii) approving the Class and Collective Notice (the "Motion for Preliminary Approval"). Any disagreement between the Parties concerning the Class and Collective Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution, except for those disagreements between the Parties resolved by the Court.
- b. At the hearing on the Motion for Preliminary Approval, if any, the Parties will jointly appear, support the granting of the motion, and submit a mutually agreed upon Order Granting Preliminary Approval of the Settlement.
- c. If the Court declines to preliminarily approve material aspects of the Settlement (including, without limitation, the scope of release to be granted by Participating Class Members and Opt-In Plaintiffs or the binding effect of the Settlement on Participating Class Members or Opt-In Plaintiffs), the Parties will work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. Notice to FLSA Collective Members and Class Members. After the Court enters an Order Granting Preliminary approval of the Settlement, every FLSA Collective Member and every Class Member will be sent the Collective and Class Notice Packet (which will be completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the estimated Settlement Share for FLSA Collective Members and Class Members) as follows:

- a. No later than 21 days after the Court enters an Order Granting Preliminary Approval of the Settlement, TMA will provide the Class and Collective Data to Class Counsel and the Settlement Administrator. If any or all of the Class and

Collective Data is unavailable to TMA, TMA will inform Class Counsel about such unavailability, and the Parties will make their best effort to reconstruct or otherwise agree upon the Class and Collective Data prior to when it must be submitted to Class Counsel and the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities and/or to the Settlement Administrator, in order to carry out the reasonable efforts described in Section III.F.2.g., or pursuant to TMA's express written authorization or by order of the Court. All Class and Collective Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. TMA will provide to Class Counsel the Class and Collective Data, pursuant to the below conditions, to respond to questions from Class Members regarding the Action or the Settlement and to assist in facilitating the Settlement. Class Counsel agrees and stipulates that the Class and Collective Data may only be used for the Settlement, will be kept confidential, and may not be disclosed except to TMA or the Settlement Administrator. Class Counsel agrees and stipulates that they will delete and/or destroy the Class and Collective Data within two business days if the Motion for Preliminary and/or Final Approval is not granted by the Court. Finally, Class Counsel agrees and stipulates that they will delete and/or destroy the Class and Collective Data within 60 days of entry of the Judgment.

- b. Within 14 days after receiving the Class and Collective Data, the Settlement Administrator will mail the Class and Collective Notice Packets to all FLSA Collective Members and Class Members via first-class regular U.S. Mail using the mailing address information provided by TMA, except as modified by any updated address information the Settlement Administrator obtains in the course of administration of the Settlement.
- c. The Settlement Administrator will establish a settlement website for FLSA Collective Members to sign the FLSA Collective Consent Form electronically, which will have the same effect as a mailed FLSA Collective Consent Form.
- d. If a Class and Collective Notice Packet is returned because of an incorrect mailing address, within 14 days from receipt of a returned packet the Settlement Administrator will search for a more current mailing address for the FLSA Collective Member and/or Class Member and re-send the Class and Collective Notice Packet to the FLSA Collective Member and/or Class Member by mail. The Settlement Administrator will use the Class and Collective Data to find a more current mailing address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any FLSA Collective Member and/or Class Member for whom a Class and Collective Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, but not necessarily be limited to, the tracking of

all undelivered mail; performing address searches for all mail returned without a forwarding address using available phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to FLSA Collective Members and/or Class Members for whom new addresses are found. If the Class and Collective Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

- e. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defense Counsel of the number of Requests for Exclusion it receives (including the number of valid and deficient Requests for Exclusion) and objections received.
- f. No later than 10 days before the date by which the Plaintiff files a motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and deficient Requests for Exclusion) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. Submission of FLSA Collective Consent Forms.

FLSA Collective Members will have 60 days from the date of mailing of the Class and Collective Notice Packet to submit their FLSA Collective Consent Forms by either of the following methods: (a) by U.S. mail, in which case the form must be signed manually and the submission date is determined by postmark, or (b) electronically, in which case the form must be signed and submitted via electronic signature in strict accordance with the requirements of the electronic signature system selected and administered by the Settlement Administrator and the submission shall be effective upon receipt by the Settlement Administrator of the completed electronic form. If any FLSA Collective Member submits a defective FLSA Collective Consent Form postmarked or electronically submitted before the submission deadline, the Settlement Administrator shall send a cure letter to the FLSA Collective Member advising them that the consent is defective and must be cured to become valid. The Settlement Administrator must mail the cure letter within 5 days of receiving a defective FLSA Collective Consent Form, and the FLSA Collective Member shall be given 15 days to cure the defect or submit a revised consent. An FLSA Collective Member's failure to cure a defective FLSA Collective Consent Form will have no impact on their right to receive a Settlement Share B as a Participating Class Member, to the extent that such FLSA Collective Member is a Participating Class Member.

4. Objections to Settlement; Disputes as to Earnings allocated to Class Members; Requests for Exclusion. Participating Class Members may submit objections to the Settlement, including objections to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Participating Class Members may also submit disputes as to Earnings allocated to them and Requests for Exclusion in accordance with the following procedures:
 - a. Objections to Settlement. The Class and Collective Notice will provide that Participating Class Members who wish to object to the Settlement or any aspect thereof, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payments, may do so, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator with copies to Class Counsel and Defense Counsel and postmarked no later than 60 days after the Settlement Administrator mails the Class and Collective Notice Packets. Objections must set forth the factual and legal grounds for the objection and comply with the instructions in the Class and Collective Notice. Class Members who make a timely objection shall be entitled, but are not required, to be heard at the Final Approval Hearing (whether individually or through separate counsel) to object to the Settlement or any aspect thereof, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Class Representative Service Payments. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement or any aspect thereof, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payments, unless otherwise excused by the Court upon a showing of good cause. Class Members who have filed a valid Request for Exclusion as provided in Section III.F.4.c below shall have no right to comment on or object to the Settlement.
 - b. Disputes as to Earnings. Each FLSA Collective Member or Class Member shall also have 60 days from the date of mailing the Class and Collective Notice Packet in which to dispute the amount of Earnings the Class and Collective Notice allocates to them during the FLSA Collective Period and Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any such dispute shall be in writing and sent to the Settlement Administrator in accordance with the Class and Collective Notice.
 - c. Requests for Exclusion. The Class and Collective Notice will also provide that Class Members who wish to exclude themselves from the Settlement must mail a signed Request for Exclusion to the Settlement Administrator. Such written statement must be postmarked no later than 60 days after the Settlement Administrator mails the Class and Collective Notice Packets. To be valid, a Request for Exclusion must be timely mailed, must be received by the Settlement Administrator, and must comply with the instructions in the Class

and Collective Notice. The written request for exclusion must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. Class Members who submit valid Requests for Exclusion will not participate in or be bound by the Settlement and the Judgment. Defendants will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. Class Members who submit a valid Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

A Class Member who does not submit a valid Request for Exclusion in the manner provided for in this Section III.F.4.c. will automatically become a Participating Class Member. All Participating Class Members will receive a Settlement Share B without the need to file claim forms and will be bound by all terms and conditions of the Settlement, including, without limitation, the release of the Released Class Claims, regardless of whether the Participating Class Members have also submitted objections to the Settlement.

- d. Report. No later than 14 days after the deadline for submission of Requests for Exclusion, the Settlement Administrator will provide the Parties with a complete and accurate list of all Opt-In Plaintiffs, Participating Class Members, and all Non-Participating Class Members.
5. No Solicitation. The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, appeal from the Judgment, or request exclusion from the Settlement. If a Class Member submits a Request for Exclusion, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendants.
 6. Additional Briefing and Final Approval.
 - a. Plaintiffs will file with the Court an unopposed Motion for Final Approval of the Settlement and payment of the Settlement Administrator Expenses. Plaintiffs shall request that the Court schedule the Final Approval Hearing no earlier than 30 days after the deadline to object.
 - b. Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

- c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, without limitation, the scope or validity of release to be granted by Opt-In Plaintiffs and/or Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Service Payments, Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph. If there is a material reduction in the attorneys' fee award and/or costs, e.g., a reduction in the award of Class Counsel Fees Payment below the Ninth Circuit benchmark of 25% of the entire common fund, that decision may be appealed as set forth in this Settlement, but it is not a basis for rendering the Settlement voidable and unenforceable.
 - d. Upon final approval of the Settlement by the Court and after entry of the Judgment, the Court will have continuing jurisdiction over the Action and Settlement solely for purposes of: (i) enforcing this Agreement; (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
7. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs, Opt-In Plaintiffs, and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, including, without limitation, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, without limitation, the validity or scope of release to be granted by Opt-In Plaintiffs or Participating Class Members), and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, the Parties shall work together in good faith to address any concerns raised by the reviewing court and propose a revised Settlement for the approval of the Court not later than 14 days after the reviewing court's decision vacating, reversing, or materially modifying the

Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that TMA's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Provision of Settlement Shares and Other Payments.** TMA will fund the Gross Settlement Amount by depositing the Gross Settlement Amount with the Settlement Administrator within 30 days of the Effective Date. In addition, TMA will deposit with the Settlement Administrator the amount necessary to pay TMA's share of payroll taxes within 30 days after the latter of the Effective Date or the date when the Settlement Administrator notifies TMA of the final amount of TMA's share of such payroll taxes as determined pursuant to Section III.E of this Agreement. Within 15 days after TMA funds the Gross Settlement Amount and TMA's share of payroll taxes, the Settlement Administrator will pay: the Settlement Shares to Opt-In Plaintiffs and Participating Class Members; the Class Representative Service Payments to Plaintiffs; the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel; and the Settlement Administration Expenses to the Settlement Administrator.
10. **Uncashed Settlement Share Checks.** Opt-In Plaintiffs and Participating Class Members must cash their Settlement Share checks within 120 days after they are mailed. If a check is returned to the Settlement Administrator within 90 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Opt-In Plaintiff and/or Participating Class Member at their correct address by use of available phone numbers, social security numbers, and credit reports. If a Settlement Share check is not cashed within 90 days after its last mailing, the Settlement Administrator will also mail via first-class U.S. Mail the affected Opt-In Plaintiff and/or Participating Class Member a notice informing them that unless the check is cashed in the next 30 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a check remains uncashed by the expiration of the 30 day period after this notice, the funds from such uncashed checks shall be held by the Settlement Administrator and shall ultimately revert back to TMA. All Opt-In Plaintiffs are bound by their release whether or not they cash their Settlement Share A. All Participating Class Members are bound by their release whether or not they cash their Settlement Share B.
11. **Unutilized Payroll Tax Amounts Paid by TMA.** Any and all amounts TMA deposits with the Settlement Administrator necessary to pay TMA's share of payroll taxes pursuant to Section III.F.9 of this Agreement that remain unutilized by the Settlement Administrator to pay any and all Settlement Shares in accordance with this Agreement shall ultimately revert back to TMA.
12. **Final Report by Settlement Administrator to Court.** Within 10 days after final disbursement of all funds from the Gross Settlement Amount, the Settlement

Administrator will serve on the Parties and file with the Court a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

G. Release of Claims.

1. Release of Claims by Opt-In Plaintiffs. As of the Effective Date, Plaintiffs and Opt-In Plaintiffs shall fully and finally release and discharge Defendants and the Released Parties from all FLSA claims, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including, without limitation, claims for unpaid overtime wages, minimum wage violations, liquidated damages, attorneys' fees, and costs under 29 U.S.C. §§ 206, 207, and 216 and implementing regulations codified at 29 C.F.R. Subtitle B, Chapter V. For Plaintiffs and Opt-In Plaintiffs who are also Participating Class Members, this release is in addition to, supplements, and does not supersede or limit their release of Released Class Claims by Participating Class Members.
2. Released Class Claims by Participating Class Members. As of the Effective Date, Plaintiffs and Participating Class Members shall fully and finally release and discharge Defendants and the Released Parties from any and all Nevada state or local claims, obligations, demands, rights, actions, causes of action and liabilities, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including, without limitation, claims for unpaid overtime wages, unpaid wages, minimum wage violations, meal period violations, rest period violations, failure to pay wages at termination, waiting time penalties, restitution, penalties, interest, liquidated damages, double damages, treble damages, exemplary damages, attorneys' fees, costs, disbursements and expenses, including, without limitation, claims under Chapter 608.018 NRS and Chapters 608.020 through 608.050 NRS.
3. Plaintiffs. As of the Effective date, in addition to the releases set forth in Sections III.G.1 and III.G.2 above, Plaintiffs hereby fully and finally release Defendants and the other Released Parties from any and all claims, known or unknown, asserted or that might have been asserted, that Plaintiffs have or might have against Defendants and Released Parties ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, without limitation, any and all claims that arose out of or are in any way connected with Plaintiffs' respective employment for TMA or Plaintiffs' respective separations from TMA and that are related to or concern any law, including, without limitation, discrimination, harassment, and retaliation under local, state, or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, Federal and State Civil Rights Statutes and the National Labor Relations Act, wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other

torts; and failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, vacation pay, either individually or as part of a class action, collective action, and/or representative action, FMLA or any other local, state, or federal leave statute, which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement, excluding any claims that cannot be released as a matter of law.

4. Class Counsel. As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.
- H. No Effect on Other Benefits. The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs, Opt-In Plaintiffs, and/or Participating Class Members, and Plaintiffs, Opt-In Plaintiffs, and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- I. Limitation on Public Statements About Settlement. Plaintiffs and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to, advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of assisting with administering the Settlement and/or to respond to questions from Class Members regarding the Action or the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations. Class Counsel agrees not to post court-filed documents on their website for viewing by Class Members. Plaintiffs and Class Counsel agree not to respond to any media inquiries. Defendants may disclose information regarding the Settlement under their respective contractual and legal obligations and as otherwise provided for in this Agreement.
- J. Indemnification of TM Equities. TMA agrees that it shall be responsible for all payments arising under this Agreement, including without limitation payment of all settlement amounts. TMA shall indemnify and hold TM Equities harmless from and against any and all claims, demands, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any failure by TMA to make timely payments due under this Agreement.
- K. Miscellaneous Terms.
1. No Admission of Liability or Class Certification for Other Purposes.
 - a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any

liability to anyone under the claims asserted in the Action, or that but for the Settlement a class or collective should be certified in the Action. This Agreement is entered into solely for the purpose of compromising disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding, or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be: (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendants or any of the Released Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
 - c. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any and all terms of this Agreement or defending any claims released or barred by this Agreement.
2. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. Attorney Authorization. Class Counsel and Defense Counsel represent and warrant that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement, including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the

Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

4. No Prior Assignments. The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. No Tax Advice. Class Counsel and Defense Counsel do not intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiffs, Opt-In Plaintiffs, and/or Participating Class Members will assume any potential tax obligations or consequences that may arise from this Agreement related to the non-wage compensation portion of their Settlement Shares, including, without limitation, any amount assessed by any federal, state, or local government, or agency, and shall not seek any indemnification from Defendants in this regard. The Parties agree that, if any federal, state, or local government, or agency determines that additional taxes are due from Plaintiffs, any Opt-In Plaintiffs, and/or any Participating Class Member with respect to the non-wage portion of their Settlement Shares, such Plaintiff, Opt-In Plaintiff, and/or Participating Class Member assumes all responsibility for the payment of any such taxes and agrees to hold Defendants harmless for the payment of such taxes, any failure to withhold, and any associated penalties.
6. Modification of Agreement. Except as set forth in Section III.K.3 above, this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of Nevada.
9. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and/or potential.
11. Use and Return of Documents and Data. All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the

mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within 30 days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.

12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. Notice. All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail addressed as follows:

To Plaintiffs and the Class:

Jason Kuller, NV Bar No. 12244
Rachel Mariner, NV Bar No. 16728
RAFII & ASSOCIATES, P.C.
1120 N. Town Center Dr., Ste. 130
Las Vegas, Nevada 89144
Phone: 725.245.6056
Fax: 725.220.1802
jason@rafiilaw.com
rachel@rafiilaw.com

Roberto Montes, Jr., *Pro Hac Vice*
RAFII & ASSOCIATES, P.C.
9100 Wilshire Blvd., Suite 465E
Beverly Hills, CA 90212
Phone: 310.777.7877
Robert@rafiilaw.com

To Defendants:

Maria S. Thompson, NV Bar No. 16762
6385 South Rainbow Blvd., Suite 600
Las Vegas, NV 89118
702.893.3383
Maria.Thompson@lewisbrisbois.com

Jeffrey H. McClelland, *Pro Hac Vice*
1700 Lincoln Street, Suite 3500
Denver, CO 80203
303.861.7760
Jeffrey.McClelland@lewisbrisbois.com

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

CHRISTINA CANTU

**THOMPSON MICHIE ASSOCIATES,
LLC**

DATED: _____

DATED: _____

By: _____
Christina Cantu

By: _____

Title: _____

REBEKAH SVINNING

TM EQUITIES, INC.

DATED: _____

DATED: April 14, 2026

By: _____
Rebekah Svinning

By: Roger H. Thompson

Title: Vice President

RAFII & ASSOCIATES, P.C.

**LEWIS BRISBOIS BISGAARD &
SMITH, LLP**

DATED: _____

DATED: _____

By: _____
Roberto Montes, Jr.

By: _____
Jeffrey McClelland

HOLLAND & HART LLP

DATED: 4/14/2026

By: Sydney Gambia
Sydney Gambia

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

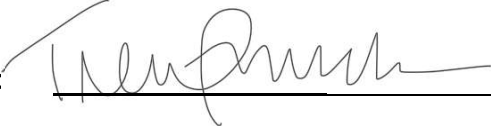
CHRISTINA CANTU

**THOMPSON MICHIE ASSOCIATES,
LLC**

DATED: _____

DATED: 4/14/2026

By: _____
Christina Cantu

By:  _____

Title: President

REBEKAH SVINNING

TM EQUITIES, INC.

DATED: _____

DATED: _____

By: _____
Rebekah Svinning

By: _____

Title: _____

RAFII & ASSOCIATES, P.C.

**LEWIS BRISBOIS BISGAARD &
SMITH, LLP**

DATED: _____

DATED: _____

By: _____
Roberto Montes, Jr.

By: _____
Jeffrey McClelland

HOLLAND & HART LLP

DATED: _____

By: _____
Sydney Gambee

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

CHRISTINA CANTU

**THOMPSON MICHIE ASSOCIATES,
LLC**

DATED: 04/14/2026

DATED: _____

Signed by Christina Cantu - Mele
By: *Christina Cantu* I approve this document
4/14/2026 9:20 PM UTC
Christina Cantu

By: _____

Title: _____

REBEKAH SVINNING

TM EQUITIES, INC.

DATED: 04/14/2026

DATED: _____

Signed by Rebekah Svinning
By: *Rebekah Svinning* I approve this document
4/14/2026 9:25 PM UTC
Rebekah Svinning

By: _____

Title: _____

RAFII & ASSOCIATES, P.C.

**LEWIS BRISBOIS BISGAARD &
SMITH, LLP**

DATED: 04/14/2026

DATED: _____

By: /s/ Roberto Montes, Jr.
Roberto Montes, Jr.

By: _____
Jeffrey McClelland

HOLLAND & HART LLP

DATED: _____

By: _____
Sydney Gambee

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

CHRISTINA CANTU

**THOMPSON MICHIE ASSOCIATES,
LLC**

DATED: _____

DATED: _____

By: _____
Christina Cantu

By: _____

Title: _____

REBEKAH SVINNING

TM EQUITIES, INC.

DATED: _____

DATED: _____

By: _____
Rebekah Svinning

By: _____

Title: _____

RAFII & ASSOCIATES, P.C.

**LEWIS BRISBOIS BISGAARD &
SMITH, LLP**

DATED: _____

DATED: April 14, 2026

By: _____
Roberto Montes, Jr.

By: /s/ Jeffrey H. McClelland
Jeffrey McClelland

HOLLAND & HART LLP

DATED: _____

By: _____
Sydney Gambee

EXHIBIT “A-1”

NOTICE OF COLLECTIVE ACTION SETTLEMENT TO FLSA COLLECTIVE MEMBERS

**Christina Cantu; Rebekah Svinning v. Thompson Michie Associates, LLC, et al.
Case No. 2:24-cv-00908-APG-DJA**

A settlement (the “Settlement”) has been reached in a lawsuit currently pending in the United States District Court, District of Nevada entitled *Cantu, et al v. Thompson Michie Ass., LLC, et al.* (“Defendants”), Case No. 2:24-cv-00908-APG-DJA (the “Lawsuit”).

A. PURPOSE OF THIS NOTICE

The Court has approved, for settlement purposes only, a class action and distribution of this Notice to the following members of the collective action (“FLSA Collective Members”): the FLSA Collective Subclass: all hourly non-exempt employees who worked for Thompson Michie Associates, LLC (“TMA”) in any State at any time within the period of April 8, 2021, through the date of preliminary approval. In this Lawsuit, Plaintiffs allege that Defendants failed to include bonuses, commissions, and other incentive pay (collectively “Incentive Pay”) in employees’ “regular rate of pay” for purposes of paying overtime. An employee’s “regular rate of pay” includes all forms of compensation received by an employee in each pay period – not just the employee’s hourly wages. Under the Fair Labor Standards Act (“FLSA”), an employee’s overtime rate is one and one-half times the employee’s “regular rate of pay” for all hours worked over 40 hours in a week. Plaintiffs’ Lawsuit alleges that Defendants failed to pay overtime properly by failing to include Incentive Pay in employees’ regular rate and overtime pay calculations

According to TMA’s records, you are a member of the FLSA Collective Subclass, and are thus eligible to participate in the Settlement. The purpose of this Notice is to inform you about the Settlement, and address your rights and options with respect to the Lawsuit and the Settlement so that you may make an informed decision about whether to participate by filling out and submitting a Claim Form or lodge a written objection to the Settlement terms as described below. There are two different elements of the Settlement with two different Settlement funds: the FLSA Fund and the Nevada State Law Settlement Fund.

The FLSA Fund is intended to resolve claims under the Fair Labor Standards Act (“FLSA”). To claim the money that you are entitled to claim under the FLSA settlement, you must complete and return the attached Claim Form as discussed below.

The deadline for Claim Forms and/or objections must be postmarked or electronically submitted by _____ to:

Cantu, Svinning v. Thompson Michie Ass. Settlement Administrator
c/o CPT GROUP, P.O. Box _____ Santa Ana, CA 92799
Fax: 714-____-_____
Email: casesupport@_____.com
www.thompsonmichiewagesettlement.com

B. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT RECEIVING A SETTLEMENT AWARD FOR THE FLSA FUND

To receive a Settlement Award under the FLSA, a completed Settlement Claim Form must be returned to the Settlement Administrator as directed in this Notice. Settlement Claim Forms must be completed, signed, and postmarked or electronically submitted by _____, 2026. If you do so, you will receive your portion of the FLSA Fund and will release your FLSA claims.

OBJECT: If you elect to receive a share of the FLSA Fund, you may submit a written objection to the Court to describe why you believe the Settlement is not fair or reasonable, and you must mail a copy to both Defendants' counsel and Class Counsel at the addresses noted below. In order to speak to the Court at the Final Settlement Approval Hearing (described below) about the fairness of the Settlement, you must object in writing by _____, 2026. If the Court overrules your objection and/or grants final approval of the Settlement, you will be bound by the Settlement.

C. DESCRIPTION OF THE LAWSUIT

As set forth in the Lawsuit, the individuals who filed the Lawsuit (the "Plaintiffs") allege that Defendants failed to pay overtime in violation of the FLSA, 29 U.S.C. § 207, and that Defendants' violations were willful within the meaning of 29 U.S.C. § 255(a); failed to pay overtime in violation of Nevada Revised Statutes ("NRS") 608.018; failed to timely pay all wages due and owing in violation of NRS 608.020-050; and individual claims related to the respective terminations of Plaintiffs' former employment. Plaintiffs seek to recover wages, interest, costs, attorneys' fees, and other relief. Plaintiffs sued on behalf of themselves and all other individuals allegedly similarly situated to them with respect to the claims asserted. Defendants have denied all of Plaintiffs' material allegations. Specifically, Defendants have contended, among other things, that Plaintiffs and those similarly situated were properly paid for all work time, including overtime; it acted in good faith; a class action could not be appropriately certified in the Lawsuit; and if a class action were certified, Defendants' defenses would prevail.

After good-faith negotiations, presided over by a neutral mediator in which both sides recognized risks of an uncertain outcome, Plaintiffs and Defendants agreed to settle the Lawsuit. The Settlement is a compromise of highly disputed claims. Nothing in the Settlement is intended, or will be construed as, an admission by Defendants that Plaintiffs' claims in the Lawsuit have merit, or that Defendants have any liability to Plaintiffs or Class Members regarding those claims. Instead, Defendants deny any and all such liability. The parties and their counsel have concluded the Settlement is advantageous, fair, reasonable, adequate, and in the best interests of all concerned.

The attorneys for the Plaintiffs and Class Members in the Lawsuit ("Class Counsel") is:

Jason Kuller, NV Bar No. 12244
Rachel Mariner, NV Bar No. 16728
RAFII & ASSOCIATES, P.C.
1120 N. Town Center Dr., Ste. 130
Las Vegas, Nevada 89144
Phone: 725.245.6056

Fax: 725.220.1802
jason@rafiilaw.com
rachel@rafiilaw.com

Roberto Montes, Jr., *Pro Hac Vice*
RAFII & ASSOCIATES, P.C.
9100 Wilshire Blvd., Suite 465E
Beverly Hills, CA 90212
Phone: 310.777.7877
Robert@rafiilaw.com

To Defendants:

Maria K. Thompson, NV Bar No. 16762
6385 South Rainbow Blvd., Suite 600
Las Vegas, NV 89118
702.893.3383
Maria.Thompson@lewisbrisbois.com

Jeffrey H. McClelland, Pro Hac Vice
1700 Lincoln Street, Suite 3500
Denver, CO 80203
303.861.7760
Jeffrey.McClelland@lewisbrisbois.com

Attorneys for Defendant Thompson Michie Associates, LLC

Sydney Gambée
Holland & Hart
9555 Hillwood Drive, 2nd Flr.
Las Vegas, NV 89134
702-669-4600
sgambée@hollandhart.com
Tyson Horrocks
Holland & Hart LLP
222 S. Main Street
Suite 2200
Salt Lake City, UT 84101
801-799-5800
tchorrocks@hollandhart.com

Attorneys for Defendant TM Equities Inc.

On _____, ___, 2026, the Court granted preliminary approval of the Settlement.

D. SUMMARY OF TERMS OF THE SETTLEMENT

The material terms of the Settlement are as follows:

1. TMA will pay up to \$210,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount will fund all payments to be made under the Settlement.

2. Class Counsel will make an application to the Court for attorneys' fees in the amount of \$58,800.00 and litigation expenses in an amount not to exceed \$21,225.00.

3. Class Counsel will make an application to the Court for awards to the Class Representatives in the amount of \$5,000.00 each for their services as Class Representatives ("Service Award")

4. The parties will make an application to the Court for settlement administration expenses in an amount not to exceed \$11,500.00.

5. The FLSA Net Settlement Fund means the amount not to exceed \$160,000.00 available for payout to the Opt-In Plaintiffs.

a. FLSA Net Settlement Fund (Share A) – The Settlement Share A for each Opt-In Plaintiff will be calculated by first dividing individual Earnings during the FLSA Collective Period by the total amount of Earnings for all FLSA Collective Members during the FLSA Collective Period. This ratio will then be applied to the FLSA Net Settlement Fund to determine each individual Opt-In Plaintiff's Settlement Share A.

6. Out of the FLSA Net Settlement Fund, each FLSA Collective Member who submits a valid and timely Claim Form (a "Settlement Class Member") will receive a Settlement Award that is calculated on a pro rata basis with each FLSA Collective Member eligible to receive a percentage share of the FLSA Net Settlement Fund equal to his or her percentage of weeks worked in a position covered by the Settlement in which he or she was paid for at least thirty-five (35) hours of work, as reflected in TMA's records. Your payment from the FLSA Net Settlement Fund, based upon that calculation, will be a minimum of [MERGED Minimum Amount] if you submit a valid and timely Settlement Claim Form and the Settlement is approved as proposed. Your actual settlement payment may be larger.

7. The Settlement Awards and other amounts awarded by the Court will be paid after final Court approval of the Settlement, entry of final judgment, and exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

8. You must submit a Claim Form by _____, 2026 in order to receive money under the FLSA Net Settlement Fund. If you do not submit a timely Claim Form, you will not receive a share of the FLSA Net Settlement Fund and will not release any claims under the FLSA.

9. The Court has appointed CPT Group, Inc. to act as an independent Settlement Administrator.

12. The Settlement includes the following release language:

a. FLSA Collective Subclass Members: As of the Effective Date, Plaintiffs and Opt-In Plaintiffs shall fully and finally release and discharge Defendants and the Released Parties from all FLSA claims, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including, without limitation, claims for unpaid overtime wages, minimum wage violations, liquidated damages, attorneys' fees, and costs under 29 U.S.C. §§ 206, 207, and 216 and implementing regulations codified at 29 C.F.R. Subtitle B, Chapter V. For Plaintiffs and Opt-In Plaintiffs who are also Participating Class Members, this release is in addition to, supplements, and does not supersede or limit their release of Released Class Claims by Participating Class Members.

b. Rule 23 Settlement Subclass Members: As of the Effective Date, Plaintiffs and Participating Class Members shall fully and finally release and discharge Defendants and the Released Parties from any and all Nevada state or local claims, obligations, demands, rights, actions, causes of action and liabilities, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including, without limitation, claims for unpaid overtime wages, unpaid wages, minimum wage violations, meal period violations, rest period violations, failure to pay wages at termination, waiting time penalties, restitution, penalties, interest, liquidated damages, double damages, treble damages, exemplary damages, attorneys' fees, costs, disbursements and expenses, including, without limitation, claims under Chapter 608.018 NRS and Chapters 608.020 through 608.050 NRS.

c. Released Parties: the term "Released Parties" means: (i) Defendants Thompson Michie Associates, LLC and TM Equities, Inc., and each of them; (ii) any of their respective past, present and future parents, related entities, subsidiaries, joint ventures, and affiliates; (iii) the past, present and future shareholders, directors, owners, officers, members, managers, agents, employees, attorneys, insurers, predecessors, successors, licensors, licensees, subsidiaries and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

E. YOU ARE REQUIRED TO COMPLETE A SETTLEMENT CLAIM FORM TO RECEIVE A SETTLEMENT AWARD FROM THE FLSA SETTLEMENT FUND

To receive your share of the FLSA Net Settlement Fund, you must return the Settlement Claim Form attached to this Notice post-marked or electronically submitted no later than _____, 2026. You can submit a Claim Form through the prepaid envelope included with this Notice, or directly to the Settlement Administrator via fax or email or through their website.

The Settlement Administrator – to whom all forms and questions should be directed is:

Cantu, Svinning v. Thompson Michie Ass. Settlement Administrator
c/o CPT GROUP, P.O. Box _____ Santa Ana, CA 92799

Fax: 714-____-____

Email: casesupport@_____.com

www.thompsonmichiewagesettlement.com

F. OBJECTIONS.

If you believe the proposed Settlement is not fair or reasonable, you may object to the Settlement by filing with the Court and mailing a copy to Class Counsel and Defendants' Counsel at the addresses above, postmarked or electronically submitted no later than _____, 2026, a written Objection clearly describing why you believe the Settlement is not fair or reasonable. The Objection must be signed by you or your counsel, and must include your name, current address, telephone number, dates of employment with TMA. You may be required to provide your social security number to the Settlement Administrator if so requested.

G. FINAL APPROVAL HEARING OF SETTLEMENT

On _____, 2026, at __:00 a.m., at the United States District Court, District of Nevada 333 Las Vegas Blvd., South, Las Vegas, Nevada, 89101, the Court will hold a Final Settlement Approval Hearing regarding the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and litigation expenses, the Service Award and Individual Claims Award, and settlement administration expenses. At the Hearing, Settlement Class Members who timely submitted objections will be permitted to voice any objection to the Settlement. If the Settlement is approved, THOMPSON MICHIE will be directed to distribute payments, and the case would be closed. The Final Settlement Approval Hearing may be continued without further notice to Class Members.

H. ADDITIONAL INFORMATION

If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator at the address and telephone number noted above. If any check issued to you is not deposited or cashed within 180 days from the issuance of the check, the check will be voided and you will still be bound by the terms of the Settlement including, but not limited to, the release of claims. The amounts you receive will be half wage income subject to normal payroll tax withholding and W-2 reporting. These deductions will be taken out of your settlement check. The other half will be non-wage income and Defendant THOMPSON MICHIE will issue IRS Form 1099s in accordance with the law for these amounts. If you have questions about the tax consequences of the payment to you, you should consult with an accountant or other tax advisor.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

CLAIM FORM
CHRISTINA CANTU; REBEKAH SVINNING V. THOMPSON MICHIE ASSOCIATES,
LLC, ET AL.
CASE NO. 2:24-CV-00908-APG-DJA
COMPLETE AND SIGN THIS FORM IF YOU WISH TO PARTICIPATE IN THE
SETTLEMENT AND RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS

To participate in this Settlement, this Claim Form must be completed and postmarked or electronically submitted NO LATER THAN _____, 2026 and actually received by the Settlement Administrator at the below address.

GENERAL INFORMATION

You have been provided with this Claim Form because you are a FLSA Collective Member in this case, as more fully described in the Notice provided to you with this Claim Form. That Notice also describes the proposed Settlement of this case and your entitlement to a Settlement Award under that proposed Settlement.

In order to receive your share of the Settlement, you must sign this Claim Form and return it by first-class mail, postmarked no later than _____, 2026 to the following address:

Cantu, Svinning v. Thompson Michie Ass. Settlement Administrator
c/o CPT GROUP, P.O. Box _____ Santa Ana, CA 92799
Fax: 714-____-_____
Email: casesupport@_____.com
www.thompsonmichiewagesettlement.com

A pre-paid return envelope is provided. If you fail to postmark or electronically submit your Claim Form by that date, your claim will be rejected and you will not receive any share from the FLSA Fund.

DECLARATION OF FLSA COLLECTIVE MEMBER AND RELEASE

In exchange for the Settlement Award I will receive, on behalf of myself and on behalf of all who claim by or through me or in my stead, I hereby release Defendants Thompson Michie Associates, LLC and TM Equities, Inc. and the Released Parties from any and all wage-and hour claims arising under the Fair Labor Standards Act, whether known or unknown, arising during the period of April 8, 2021, **through** _____, and which arose out of or could have arisen out of the facts alleged in this lawsuit.

I have received the Notice of Collective Action Settlement. I submit this Claim Form under the terms of the proposed Settlement described in the Notice. I also submit to the jurisdiction of the United States District Court, District of Nevada with respect to my claim as a FLSA Collective Member and for purposes of enforcing the release of claims stated in the Settlement Agreement on file with the Court and the Notice. The full and precise terms of the proposed Settlement are

contained in the Settlement Agreement filed with the Court. I further acknowledge that I am bound by the terms of any Judgment that may be entered in this class action.

If I am the executor and/or heir of a FLSA Collective Member or a representative of a FLSA Collective Member, I have provided appropriate documentation about the capacity in which I am submitting this Claim Form on separate sheets attached.

I declare under penalty of perjury that the foregoing information is true and accurate, that I have read and understand the Notice that was mailed with this Claim Form, and agree to abide by the terms of the Notice and this Claim Form.

Dated: _____ Signature: _____

THIS FORM IS TO BE POSTMARKED OR FAXED BY _____, 2026 AT:

CPT GROUP, P.O. Box _____ Santa Ana, CA 92799

Fax: 714-____-_____

Email: casesupport@_____.com

www.thompsonmichiewagesettlement.com

A PRE-PAID RETURN ENVELOPE IS PROVIDED

EXHIBIT “A-2”

NOTICE OF CLASS ACTION SETTLEMENT TO NEVADA CLASS ACTION MEMBERS

**Christina Cantu; Rebekah Svinning v. Thompson Michie Associates, LLC, et al.
Case No. 2:24-cv-00908-APG-DJA**

A settlement (the “Settlement”) has been reached in a lawsuit currently pending in the United States District Court, District of Nevada entitled *Cantu, et al v. Thompson Michie Ass., LLC, et al.* (“Defendants”), Case No. 2:24-cv-00908-APG-DJA (the “Lawsuit”).

A. PURPOSE OF THIS NOTICE

The Court has approved, for settlement purposes only, a class action and distribution of this Notice to the following members of the class action (“Class Members”): all hourly non-exempt employees who worked for Thompson Michie Associates, LLC (“TMA”) in Nevada at any time within the period of April 27, 2020, through the date of preliminary approval. In this Lawsuit, Plaintiffs allege that TMA failed to include bonuses, commissions, and other incentive pay (collectively “Incentive Pay”) in employees’ “regular rate of pay” for purposes of paying overtime. An employee’s “regular rate of pay” includes all forms of compensation received by an employee in each pay period – not just the employee’s hourly wages. Under the Nevada Revised Statutes, an employee’s overtime rate is one and one-half times the employee’s “regular rate of pay” for all hours worked over 40 hours in a week. Plaintiffs’ Lawsuit alleges that Defendants failed to pay overtime properly by failing to include Incentive Pay in employees’ regular rate and overtime pay calculations.

According to TMA’s records, you are a member of the Nevada Class, and are thus eligible to participate in the Settlement. The purpose of this Notice is to inform you about the Settlement, and address your rights and options with respect to the Lawsuit and the Settlement, so that you may make an informed decision about whether to participate by filling out and submitting a Claim Form, request to be excluded (opt-out) from the Settlement, or lodge a written objection to the Settlement terms as described below. There are two different elements of the Settlement with two different Settlement funds: the FLSA Fund and the Nevada State Law Settlement Fund. The FLSA Fund is intended to resolve claims under the Fair Labor Standards Act (“FLSA”). The Nevada State Law Settlement Fund is intended to resolve wage-and-hour claims under Nevada law. Under the Nevada settlement, you will be sent your portion of the money unless you complete and return the Opt-Out Form attached hereto as discussed below.

The deadline for Opt-Out Forms, and/or objections must be postmarked or electronically submitted by _____ to:

Cantu, Svinning v. Thompson Michie Ass. Settlement Administrator
c/o CPT GROUP, P.O. Box _____ Santa Ana, CA 92799
Fax: 714-____-_____
Email: casesupport@_____.com
www.thompsonmichiewagesettlement.com

B. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT RECEIVING A SETTLEMENT AWARD FOR THE FLSA FUND

RECEIVING A SETTLEMENT AWARD FOR THE NEVADA FUND: You will be sent your share of the Nevada settlement, and release your wage-and hour claims under Nevada law, unless you submit an Opt-Out Form.

OPT-OUT OF THE NEVADA SUBLCLASS: If you choose to exclude yourself (opt-out) from the Settlement, you will not be entitled to any payment from the Nevada Fund, and you will not be entitled or permitted to assert an objection to the Settlement (unless you also submit a timely Claim Form). You will retain all of your legal claims under Nevada law you may have against TMA. Opt-Out Forms must be completed, signed, and postmarked or electronically submitted by _____, 2026.

OBJECT: If you receive a share of the Nevada Fund, you may submit a written objection to the Court to describe why you believe the Settlement is not fair or reasonable, and you must mail a copy to both Defendants' counsel and Class Counsel at the addresses noted below. In order to speak to the Court at the Final Settlement Approval Hearing (described below) about the fairness of the Settlement, you must object in writing by _____, 2026. If the Court overrules your objection and/or grants final approval of the Settlement, you will be bound by the Settlement.

C. DESCRIPTION OF THE LAWSUIT

As set forth in the Lawsuit, the individuals who filed the Lawsuit (the "Plaintiffs") allege that Defendants failed to pay overtime in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207, and that Defendants' violations were willful within the meaning of 29 U.S.C. § 255(a); failed to pay overtime in violation of Nevada Revised Statutes ("NRS") 608.018; failed to timely pay all wages due and owing in violation of NRS 608.020-050; and individual claims related to the respective terminations of Plaintiffs' former employment. Plaintiffs seek to recover wages, interest, costs, attorneys' fees, and other relief. Plaintiffs sued on behalf of themselves and all other individuals allegedly similarly situated to them with respect to the claims asserted. Defendants have denied all of Plaintiffs' material allegations. Specifically, Defendants have contended, among other things, that Plaintiffs, and those similarly situated, were properly paid for all work time, including overtime; it acted in good faith; a class action could not be appropriately certified in the Lawsuit; and if a class action were certified, Defendants' defenses would prevail.

After good-faith negotiations, presided over by a neutral mediator in which both sides recognized risks of an uncertain outcome, Plaintiffs and Defendants agreed to settle the Lawsuit. The Settlement is a compromise of highly disputed claims. Nothing in the Settlement is intended, or will be construed as, an admission by Defendants that Plaintiffs' claims in the Lawsuit have merit, or that Defendants have any liability to Plaintiffs or Class Members regarding those claims. Instead, Defendants deny any and all such liability. The parties and their counsel have concluded the Settlement is advantageous, fair, reasonable, adequate, and in the best interests of all concerned.

The attorneys for the Plaintiffs and Class Members in the Lawsuit ("Class Counsel") is:

Jason Kuller, NV Bar No. 12244
Rachel Mariner, NV Bar No. 16728
RAFII & ASSOCIATES, P.C.
1120 N. Town Center Dr., Ste. 130
Las Vegas, Nevada 89144
Phone: 725.245.6056
Fax: 725.220.1802
jason@rafiilaw.com
rachel@rafiilaw.com

Roberto Montes, Jr., *Pro Hac Vice*
RAFII & ASSOCIATES, P.C.
9100 Wilshire Blvd., Suite 465E
Beverly Hills, CA 90212
Phone: 310.777.7877
Robert@rafiilaw.com

To Defendants:

Maria K. Thompson, NV Bar No. 16762
6385 South Rainbow Blvd., Suite 600
Las Vegas, NV 89118
702.683-4383
Maria.Thompson@lewisbrisbois.com

Jeffrey H. McClelland, Pro Hac Vice
1700 Lincoln Street, Suite 3500
Denver, CO 80203
303.861.7760
Jeffrey.McClelland@lewisbrisbois.com

Attorneys for Defendant Thompson Michie Associates, LLC

Sydney Gambée
Holland & Hart
9555 Hillwood Drive, 2nd Flr.
Las Vegas, NV 89134
702-669-4600
srgambée@hollandhart.com

Tyson Horrocks
Holland & Hart LLP
222 S. Main Street
Suite 2200
Salt Lake City, UT 84101

801-799-5800

tchorrocks@hollandhart.com

Attorneys for Defendant TM Equities Inc.

On _____, ____, 2026, the Court granted preliminary approval of the Settlement.

D. SUMMARY OF TERMS OF THE SETTLEMENT

The material terms of the Settlement are as follows:

1. TMA will pay up to \$210,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount will fund all payments to be made under the Settlement to participating members.

2. Class Counsel will make an application to the Court for attorneys' fees in the amount of \$58,800.00 and litigation expenses in an amount not to exceed \$21,225.00.

3. Class Counsel will make an application to the Court for awards to the Class Representatives in the amount of \$5,000.00 each for their services as Class Representatives ("Service Award")

4. The parties will make an application to the Court for settlement administration expenses in an amount not to exceed \$11,500.00.

5. The FLSA Net Settlement Fund means the amount not to exceed \$160,000.00 available for payout to the Opt-In Plaintiffs.

6. After deduction from the Maximum Settlement Amount for the FLSA Net Settlement Fund, the balance remaining will be the Class Net Settlement Fund.

a. Class Net Settlement Fund Settlement Fund (Share B) – The Settlement Share B for each Participating Class Member will be calculated by first dividing individual Earnings during the Class Period by the total amount of Earnings for all Participating Class Members during the Class Period. This ratio will then be applied to the Class Net Settlement Fund to determine each individual Participating Class Member's Settlement Share B.

7. Out of the Class Net Settlement Fund, each member of the Nevada Subclass will receive his or her share of the Class Net Settlement Fund unless he or she files the Opt-Out Form attached to this Notice. Each Nevada Subclass member's share of the Settlement was calculated using a formula based on the number weeks worked in a position covered by the Settlement in which he or she was paid for at least thirty-five (35) hours of work, as reflected in TMA's records. Your payment from the Class Net Settlement Fund, based upon that calculation, will be a minimum of [MERGED Minimum Amount] if you do not submit an Opt-Out Form and the Settlement is approved as proposed. Your actual settlement payment may be larger.

8. The Settlement Awards and other amounts awarded by the Court will be paid after final Court approval of the Settlement, entry of final judgment, and exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

9. You will receive a share Class Net Settlement Fund, and release your wage claims under Nevada Law, unless you submit an Opt-Out Form by _____, 2026. If you do submit a timely Opt-Out Form, you will not receive a share Class Net Settlement Fund and will not release any claims under Nevada law.

10. The Court has appointed CPT Group, Inc. to act as an independent Settlement Administrator.

11. The Settlement includes the following release language:

a. FLSA Collective Subclass Members: As of the Effective Date, Plaintiffs and Opt-In Plaintiffs shall fully and finally release and discharge Defendants and the Released Parties from all FLSA claims, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including, without limitation, claims for unpaid overtime wages, minimum wage violations, liquidated damages, attorneys' fees, and costs under 29 U.S.C. §§ 206, 207, and 216 and implementing regulations codified at 29 C.F.R. Subtitle B, Chapter V. For Plaintiffs and Opt-In Plaintiffs who are also Participating Class Members, this release is in addition to, supplements, and does not supersede or limit their release of Released Class Claims by Participating Class Members.

b. Rule 23 Settlement Subclass Members: As of the Effective Date, Plaintiffs and Participating Class Members shall fully and finally release and discharge Defendants and the Released Parties from any and all Nevada state or local claims, obligations, demands, rights, actions, causes of action and liabilities, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including, without limitation, claims for unpaid overtime wages, unpaid wages, minimum wage violations, meal period violations, rest period violations, failure to pay wages at termination, waiting time penalties, restitution, penalties, interest, liquidated damages, double damages, treble damages, exemplary damages, attorneys' fees, costs, disbursements and expenses, including, without limitation, claims under Chapter 608.018 NRS and Chapters 608.020 through 608.050 NRS.

c. Released Parties: the term "Released Parties" means: (i) Defendants Thompson Michie Associates, LLC and TM Equities, Inc., and each of them; (ii) any of their respective past, present and future parents, related entities, subsidiaries, joint ventures, and affiliates; (iii) the past, present and future shareholders, directors, owners, officers, members, managers, agents, employees, attorneys, insurers, predecessors, successors, licensors, licensees, subsidiaries and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

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E. OBJECTIONS AND EXCLUSIONS (OPT OUTS) OBJECTIONS.

If you believe the proposed Settlement is not fair or reasonable, you may object to the Settlement by filing with the Court and mailing a copy to Class Counsel and Defendants' Counsel at the addresses above, postmarked or electronically submitted no later than _____, 2026, a written Objection clearly describing why you believe the Settlement is not fair or reasonable. The Objection must be signed by you or your counsel, and must include your name, current address, telephone number, dates of employment with TMA. You may be required to provide your social security number to the Settlement Administrator if so requested.

EXCLUSION (OPT-OUT). If, for any reason, you do not want to be included in the Settlement, your Request for Exclusion (Opt-Out) Form must be post-marked or electronically submitted no later than April 5, 2024. Late or incomplete Objections or Request for Exclusion (Opt-Out) Forms will not be honored.

F. FINAL APPROVAL HEARING OF SETTLEMENT

On _____, 2026, at ___:00 a.m., at the United States District Court, District of Nevada 333 Las Vegas Blvd., South, Las Vegas, Nevada, 89101, the Court will hold a Final Settlement Approval Hearing regarding the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and litigation expenses, the Service Award and Individual Claims Award, and settlement administration expenses. At the Hearing, Settlement Class Members who timely submitted objections will be permitted to voice any objection to the Settlement. If the Settlement is approved, TMA will be directed to distribute payments, and the case would be closed. The Final Settlement Approval Hearing may be continued without further notice to Class Members.

G. ADDITIONAL INFORMATION

If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator at the address and telephone number noted above. If any check issued to you is not deposited or cashed within 180 days from the issuance of the check, the check will be voided and you will still be bound by the terms of the Settlement including, but not limited to, the release of claims. The amounts you receive will be half wage income subject to normal payroll tax withholding and W-2 reporting. These deductions will be taken out of your settlement check. The other half will be non-wage income and Defendant Thompson Michie Associates, LLC will issue IRS Form 1099s in accordance with the law for these amounts. If you have questions about the tax consequences of the payment to you, you should consult with an accountant or other tax advisor.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

EXHIBIT “B”

1 Jason Kuller, NV Bar No. 12244
2 Robert Montes, Jr., CA Bar No.159137 (*Pro Hac Vice*)
3 **RAFII & ASSOCIATES, P.C.**
4 1120 N. Town Center Dr., Ste. 130
5 Las Vegas, Nevada 89144
6 Phone: 725.245.6056
7 Fax: 725.220.1802
8 jason@rafiilaw.com
9 robert@rafiilaw.com

10 *Attorneys for Plaintiff*

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

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

16 Plaintiffs,

17 v.

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

23 Defendants.

Case No.: 2:24-CV-00908-APG-DJA

**DECLARATION OF CHRISTINA CANTU
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL FOR
THE COLLECTIVE AND CLASS
ACTION SETTLEMENT**

RAFII & ASSOCIATES, P.C.
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1 I, Christina Cantu, hereby declare and state as follows:

2 1. I am a named plaintiff in the above-captioned lawsuit. I make this declaration in
3 support of the Motion for Preliminary Approval of the Collective and Class Action Settlement. I have
4 personal knowledge of the facts contained herein, and if called as a witness I would and could
5 competently testify thereto under oath.

6 2. I am in no way related to anyone who works for Rafii & Associates, P.C.

7 3. I was employed by Defendant THOMPSON MICHIE ASSOCIATES, LLC
8 ("Defendant" or "TMA") as a non-exempt hourly assistant property manager beginning in January
9 2022 and ended on August 9, 2023. During my career with TMA I worked at the La Vie Apartments.

10 4. My involvement in this lawsuit began more than 3 years ago when I searched out an
11 attorney to discuss issues I was having at TMA. I retained the lawyers at Rafii & Associates, P.C. to
12 be my legal representatives based upon their experience handling employment cases and class actions.

13 5. My attorneys explained to me the duties and responsibilities of a class representative,
14 and I decided that I would undertake the role. I understood that as a class representative I have an
15 obligation to place the interests of the class members in this case (i.e. the other current and former
16 employees of Defendant on whose behalf I have brought this lawsuit) above my own personal interests
17 and to advance this case toward a favorable outcome on their behalf.

18 6. I have been actively involved in the investigation and formation of this lawsuit. I spoke
19 with attorneys and paralegals involved in preparing the complaint. I reviewed the complaint before it
20 was filed and had input on the facts contained in it. I have devoted a substantial amount of hours to
21 this case over the last three years, including exchanging dozens of phone calls and emails with my
22 attorneys, reviewing documents, and participating in a mediation.

23 7. I recall lengthy telephone conversations with my attorneys regarding the details of my
24 employment with TMA. I helped my attorneys understand TMA's policies and procedures at issue in
25 this case.

26 8. I was available for all day for mediation that took place in before the Hon. Judge Peggy
27 Leen (Ret.), to answer any questions and contribute in any way I could.



1 9. I reviewed the settlement agreement. In agreeing to the settlement that is now before
2 this Court for approval, I did so because I understood it to be in the best interest of the class members
3 in this case.

4 10. Since I began pursuing this litigation, I have continued to remain available and
5 responsive to my attorneys. I complied with my attorneys' requests to review and sign documents,
6 sometimes on very short notice. I have also continued to initiate contact with my attorneys to check
7 on the status of the lawsuit and settlement.

8 11. I did not record the time that I spent working with my attorneys, reviewing documents,
9 participating in the discovery process and mediations, or generally thinking about this case, but I can
10 reasonably estimate that I have invested well over 75 hours over the last 3 years on this case. I believe
11 that my participation in the investigation of the facts concerning the allegations in this matter, and
12 adding my name to the complaint, contributed to the overall settlement in terms of the breadth of
13 information, and ultimately benefited the class members.

14 12. When I agreed to be a class representative, I understood that it could have an adverse
15 impact on my future employment prospects. For example, if a future employer were to do a
16 background check on me and discover this litigation, I believe that there is significant risk that I could
17 be denied a job because I have brought a class action lawsuit against a former employer for
18 employment-related violations. In addition, at the time I filed this lawsuit, I knew that it was possible
19 that Defendant could have harmed my future job prospects by giving me a negative reference because
20 I filed this lawsuit. I believe the enhancement award between \$5,000.00 and \$25,000 is reasonable in
21 light of the sacrifices I made to be a part of this action over the past three years.

22 13. I also understood when I became a class representative that I could be liable for
23 Defendant's costs if this action were unsuccessful. I undertook the risk because I believed it was
24 important to pursue these claims for alleged violations of wage and hour laws that I believe Defendant
25 committed against me and other employees as my attorneys have explained to me.

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1 14. I have not entered into any undisclosed agreements, nor have I received any
2 undisclosed compensation in this case. The only compensation I will receive is whatever amount the
3 Court awards as a service payment, as well as my share of the settlement fund as a Class Member.

4 15. I have no conflict of interest with any other class member.

5 I have read the foregoing declaration and declare under penalty of perjury under the laws of
6 the State of Nevada and the United States of America that the foregoing is true and correct.

7 Executed this 14th day of April at Las Vegas, Nevada.

Signed by Christina Cantu - Mele
Christina Cantu I approve this document
4/14/2026 9:36 PM UTC

Christiana Cantu

RAFII & ASSOCIATES, P.C.
EXCELLENCE | COMMITMENT | RESULTS



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EXHIBIT “C”

1 Jason Kuller, NV Bar No. 12244
Robert Montes, Jr., CA Bar No.159137 (*Pro Hac Vice*)
2 **RAFII & ASSOCIATES, P.C.**
1120 N. Town Center Dr., Ste. 130
3 Las Vegas, Nevada 89144
Phone: 725.245.6056
4 Fax: 725.220.1802
jason@rafiilaw.com
5 robert@rafiilaw.com

6 *Attorneys for Plaintiff*

7
8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

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

13 Plaintiffs,

14 v.

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

17 Defendants.

Case No.: 2:24-CV-00908-APG-DJA

**DECLARATION OF REBEKAH
SVINNING IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL FOR THE
COLLECTIVE AND CLASS ACTION
SETTLEMENT**

RAFII & ASSOCIATES, P.C.
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1 I, Rebekah Svinning, hereby declare and state as follows:

2 1. I am a named plaintiff in the above-captioned lawsuit. I make this declaration in
3 support of the Motion for Preliminary Approval of the Collective and Class Action Settlement. I have
4 personal knowledge of the facts contained herein, and if called as a witness I would and could
5 competently testify thereto under oath.

6 2. I am in no way related to anyone who works for Rafii & Associates, P.C.

7 3. I was employed by Defendant THOMPSON MICHIE ASSOCIATES, LLC
8 ("Defendant" or "TMA") as a non-exempt leasing agent beginning in January 2021 and ended on
9 February 8, 2023. During my career with TMA I worked at the La Vie Apartments.

10 4. My involvement in this lawsuit began more than 3 years ago when I searched out an
11 attorney, and discussed with Christina Cantu, to discuss issues I was having at TMA. I retained the
12 lawyers at Rafii & Associates, P.C. to be my legal representatives based upon their experience
13 handling employment cases and class actions.

14 5. My attorneys explained to me the duties and responsibilities of a class representative,
15 and I decided that I would undertake the role. I understood that as a class representative I have an
16 obligation to place the interests of the class members in this case (i.e. the other current and former
17 employees of Defendant on whose behalf I have brought this lawsuit) above my own personal interests
18 and to advance this case toward a favorable outcome on their behalf.

19 6. I have been actively involved in the investigation and formation of this lawsuit. I spoke
20 with attorneys and paralegals involved in preparing the complaint. I reviewed the complaint before it
21 was filed and had input on the facts contained in it. I have devoted a substantial amount of hours to
22 this case over the last three years, including exchanging dozens of phone calls and emails with my
23 attorneys, reviewing documents, and participating in a mediation.

24 7. I recall lengthy telephone conversations with my attorneys regarding the details of my
25 employment with TMA. I helped my attorneys understand TMA's policies and procedures at issue in
26 this case.

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1 8. I was available for all day for mediation that took place in before the Hon. Judge Peggy
2 Leen (Ret.), to answer any questions and contribute in any way I could.

3 9. I reviewed the settlement agreement. In agreeing to the settlement that is now before
4 this Court for approval, I did so because I understood it to be in the best interest of the class members
5 in this case.

6 10. Since I began pursuing this litigation, I have continued to remain available and
7 responsive to my attorneys. I complied with my attorneys' requests to review and sign documents,
8 sometimes on very short notice. I have also continued to initiate contact with my attorneys to check
9 on the status of the lawsuit and settlement.

10 11. I did not record the time that I spent working with my attorneys, reviewing documents,
11 participating in the discovery process and mediations, or generally thinking about this case, but I can
12 reasonably estimate that I have invested well over 75 hours over the last 3 years on this case. I believe
13 that my participation in the investigation of the facts concerning the allegations in this matter, and
14 adding my name to the complaint, contributed to the overall settlement in terms of the breadth of
15 information, and ultimately benefited the class members.

16 12. When I agreed to be a class representative, I understood that it could have an adverse
17 impact on my future employment prospects. For example, if a future employer were to do a
18 background check on me and discover this litigation, I believe that there is significant risk that I could
19 be denied a job because I have brought a class action lawsuit against a former employer for
20 employment-related violations. In addition, at the time I filed this lawsuit, I knew that it was possible
21 that Defendant could have harmed my future job prospects by giving me a negative reference because
22 I filed this lawsuit. I believe the enhancement award of \$5,000.00 is reasonable in light of the sacrifices
23 I made to be a part of this action over the past three years.

24 13. I also understood when I became a class representative that I could be liable for
25 Defendant's costs if this action were unsuccessful. I undertook the risk because I believed it was
26 important to pursue these claims for alleged violations of wage and hour laws that I believe Defendant
27 committed against me and other employees as my attorneys have explained to me.



1 14. I have not entered into any undisclosed agreements, nor have I received any
2 undisclosed compensation in this case. The only compensation I will receive is whatever amount the
3 Court awards as a service payment, as well as my share of the settlement fund as a Class Member.

4 15. I have no conflict of interest with any other class member.

5 I have read the foregoing declaration and declare under penalty of perjury under the laws of
6 the State of Nevada and the United States of America that the foregoing is true and correct.

7 Executed this 14th day of April at Las Vegas, Nevada.

Signed by Rebekah Svinning
Rebekah Svinning I approve this document
4/14/2026 9:36 PM UTC

REBEKAH SVINNING

RAFII & ASSOCIATES, P.C.
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1 Jason Kuller, NV Bar No. 12244
2 Robert Montes, Jr., CA Bar No. 159137 (*Pro Hac Vice*)
3 RAFII & ASSOCIATES, P.C.
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6 Phone: 725.245.6056
7 Fax: 725.220.1802
8 jason@rafiilaw.com
9 robert@rafiilaw.com
10 *Attorneys for Plaintiff*

11
12
13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

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

18 Plaintiffs,

19 v.

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

25 Defendants.

Case No.: 2:24-CV-00908-APG-DJA

26 **DECLARATION OF JASON KULLER,**
27 **IN SUPPORT OF PLAINTIFF'S**
28 **MOTION FOR PRELIMINARY**
APPROVAL OF THE COLLECTIVE
AND CLASS ACTION SETTLEMENT

[Filed contemporaneously with Plaintiff's
Motion for Preliminary Approval of
Collective and Class Action Settlement]

I, Jason Kuller, do hereby declare and state:

1. I am an attorney licensed to practice law in this Court and all courts of the States of Nevada.

2. I am of counsel with Raffi & Associates, P.C., counsel of record for Plaintiffs in the above-captioned case on behalf of themselves and all others similarly situated.

3. I am submitting this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class and Collective Action Settlement filed concurrently herewith.

4. I have personal knowledge of the following facts and if called as a witness could and would competently testify as follows.

///



EXPERIENCE AND QUALIFICATIONS

5. I received my B.A. from Georgetown University (cum laude) and my law degree from Duke University School of Law. I also hold an M.A. in philosophy from Duke University.

6. I was admitted to the Texas Bar in 1990 (currently inactive), the California Bar in 2003, and the Nevada Bar in 2011. I have been a practicing attorney for over 20 years.

7. My experience includes five years as an appellate lawyer with Vinson & Elkins LLP in Houston, Texas, and 10 years as a defense-side employment lawyer with Korshak, Kracoff, Kong & Sugano LLP in Los Angeles, California. Since 2009, virtually all my practice has been devoted to representing employees in wage-and-hour class and collective action cases.

8. Before opening my own law practice in 2013, I was a partner at the Thierman Law Firm (currently Thierman Buck), one of the most prominent and successful plaintiff-side employment law firms in Nevada, if not the country.

9. I have been of counsel to Rafii & Associates, P.C., since 2022. Including my current caseload, I estimate that I have been involved as counsel in over 100 wage-and-hour class and collective action cases on behalf of plaintiffs. I am also a member of the National Employment Law Association, which is the largest bar organization for attorneys who represent workers in employment law cases.

10. Over the past decades, I have attended numerous seminars on wage-and-hour law and complex litigation procedures in order to stay current in my field. I have also conducted well over 50 seminars on employment and wage issues, as well as several employee rights' seminars through Nevada Legal Services.

PRELIMINARY APPROVAL OF THE SETTLEMENT

11. During the course of this litigation, including a private mediation attempt and several settlement discussions, the parties have engaged in a broad exchange of documents, records, and other information. Each side has apprised the other of their respective factual contentions, legal theories and defenses, resulting in extensive arms-length negotiations between the parties.

12. The parties are aware of the burdens of proof necessary to establish liability and class





1 certification, Defendants’ defenses, and the difficulties in establishing and proving entitlement to
2 wages, penalties, and damages for the Class. The parties recognize the expense and length of
3 continued proceedings necessary to continue this Action through trial and likely appeals. The parties
4 have considered the uncertainty and risks of the outcome of further litigation, and the difficulties
5 and delays inherent in such litigation. Based on the foregoing, the parties have determined that this
6 is a fair, adequate, and reasonable settlement.

7 13. I have been involved in numerous other class actions in which similar wage-and-hour
8 issues have been litigated. I have a strong understanding of the likelihood of certification (and
9 decertification) and the value of settlements. My opinion takes into consideration amounts received
10 in other similar class actions, the current state of applicable case law, including matters being
11 considered before the Nevada Supreme Court and the Ninth Circuit Court of Appeals, and also
12 legislative, social, and economic trends. I also appreciate the risks inherent in litigation of this kind,
13 and the reasonable tailoring of each Class Member’s claim to the amounts received. Based on the
14 areas of my knowledge and my own independent investigation and evaluation, I believe the settlement
15 is fair, reasonable and adequate, and is in the best interests of the Class.

16 14. Accordingly, it is my opinion that the settlement warrants preliminary approval.

17 I have read the foregoing declaration consisting of this page and 8 others, and declare under
18 the penalty of perjury under the laws of the United States of America and the States of California
19 and Nevada that the foregoing is true and correct.

20 Executed on April 14, 2026, in Las Vegas, Nevada.

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/s/ Jason Kuller
JASON KULLER

1 Jason Kuller, NV Bar No. 12244
2 Robert Montes, Jr., CA Bar No. 159137
3 (*Pro Hac Vice*)
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14 **UNITED STATES DISTRICT COURT**
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16 **DISTRICT OF NEVADA**

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

20 Plaintiffs,

21 v.

22 THOMPSON MICHIE ASSOCIATES,
23 LLC, a foreign limited liability company;
24 TM EQUITIES INC., f/k/a THOMPSON
25 MICHIE ASSOCIATES, INC., a foreign
26 corporation; and DOES 1 through 50,
27 inclusive,

28 Defendants.

Case No.: 2:24-CV-00908-APG-DJA

**DECLARATION OF ROBERT
MONTES, JR., IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF THE
COLLECTIVE AND CLASS ACTION
SETTLEMENT**

[Filed contemporaneously with Plaintiff’s
Motion for Preliminary Approval of
Collective and Class Action Settlement]

I, Robert Montes, Jr., do hereby declare and state:

1. The following declaration is based upon my own personal experience, observation,
and knowledge. I could competently testify to the statements contained herein if called to do so.

2. I am the Labor & Employment and the Wage & Hour Class Action Practice Groups,
counsel of record for Plaintiff in the above-captioned case on behalf of himself and all others
similarly situated. I am an attorney licensed to practice law before this Court and all courts of the
State of California, including the United States District Courts, the Ninth Circuit Court of Appeals.

3. I have been admitted pro hac vice in this matter, and have been one of the lead
attorneys of record for Plaintiffs Christina Cantu and Rebekah Svinning, and all other similarly



1 situated persons in this action against Defendants THOMPSON MICHIE ASSOCIATES, LLC; and
2 TM EQUITIES INC., f/k/a THOMPSON MICHIE ASSOCIATES, INC. (“Defendants”). I have
3 handled aspects of this litigation from the initial client intake up to and including the execution of
4 the proposed collective and class action settlement, along with my co-counsel Jason Kuller of Rafii
5 & Associates, P.C.

6 4. I received my B.A. from the University of California, Los Angeles in 1988. I received
7 my law degree from the University of California, Los Angeles School of Law in 1991. I was admitted
8 to the California Bar in 1992, and I am currently active. I have been a practicing attorney for
9 approximately 34 years and have extensive experience in employment law disputes. My experience
10 includes representing both plaintiffs and defendants in employment law matters.

11 5. My experience includes 15 years as a defense lawyer with Ford, Walker, Haggerty &
12 Behar, as well as, Korshak, Kracoff, Kong & Sugano. The last 8 years exclusively as a defense-side
13 employment attorney handling class actions as well as single plaintiff matters.

14 6. In 2006, I opened, along with my legal partner, the Law Office of Mass & Montes,
15 LLP, where we devoted our work to exclusively representing employees in wage-and-hours class
16 actions, single-plaintiff wage-and-hour claims, as well as claims for harassment, discrimination, and
17 retaliation.

18 7. In 2019, I joined Rafii & Associates, P.C., as Department Head of the firm’s Labor
19 & Employment and the Wage & Hour Class Action Practice Groups. I oversee the California and
20 Nevada offices. Including my present case load, I estimate that I have been involved in over 75
21 individual, class wage-and-hour class and collective actions on behalf of Plaintiffs. I am a member
22 of the California Employment Lawyers Association (CELA is a statewide organization of more than
23 1,300 California attorneys), the Mexican-America Bar Association (Employment Practice Group).

24 8. In total I have spent the last 26 years working exclusively as an employment law
25 attorney.

26 9. Attached hereto as Exhibit A is a true and correct copy of the fully executed
27 Settlement Agreement, together with exhibits to the Settlement Agreement.

28



1 10. I submit this declaration in support of Plaintiffs’ Motion for Certification of Nevada
2 State Law Claims (“Certification Motion” or “Motion”), and to provide the Court with additional
3 information with respect to (I) Pre-Litigation, (II) Litigation, and (III) Mediation and Settlement.

4 **I. PRE-LITIGATION**

5 11. In December 2022, Plaintiff Cantu reached out to our office, inquiring about
6 Defendants practice discount on the residential units they leased from Defendants (“Housing
7 Discount”). In or around December 2022, an additional \$100 Housing Discount was offered to
8 employees who renewed their leases with Thompson Michie (the “Renewal Discount”). A similar
9 \$100 discount had originally been offered to all renewing residents *excluding* employees of
10 Thompson Michie, and although she renewed her lease, she was ineligible for the discount.

11 12. Jason Kuller and myself, although knowledgeable, researched the law on housing
12 discounts as well as other non-discretionary bonuses earned by Ms. Cantu that were not incorporated
13 into the regular rate of pay for purposes of overtime. After reviewing Ms. Cantu’s wage statements,
14 we determined that Defendants in determining the regular rate of pay should have based it on all
15 compensation and remuneration received by Plaintiff within a given pay period, including
16 nondiscretionary Bonus Pay. In addition, we received information that our client and putative class
17 members were not compensated for all hours worked. We determined that Defendants’
18 compensation system altogether avoided and excluded the actual number of hours worked by
19 Plaintiff and putative class members, including uncompensated Boot Time and uncompensated
20 clock-in times captured by Defendants’ timekeeping system.

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

26 14. On January 18, 2023, Defendants’ lawyers responded to the Demand Letter by
27 denying all wrongdoing (the “Denial Letter”). Despite averring that Defendants followed the law,
28





1 the Denial Letter included a check to Ms. Cantu for \$32.93, which represented “overtime for the
2 entire year due to slight revisions to the regular rate of pay for certain periods in which [Ms. Cantu]
3 worked overtime hours.” The Denial Letter also maintained that Ms. Cantu was the only Thompson
4 Michie employee whose overtime had been miscalculated. According to Defendants at the time,
5 Thompson Michie “was not aware of any amounts due to any other employees.”

6 15. Thompson Michie stated that payroll overtime formulas are not typically
7 administered on an individual employee-by-employee basis, the Response also maintains: “The
8 Company is not aware of any amounts due to any other employees.” Thompson Michie thus
9 represented that its failure to include bonuses and commission in the regular rate for purposes of
10 calculating overtime was limited solely to one employee: Ms. Cantu. Moreover, no explanation on
11 how Thompson Michie recalculated the overtime amount due Ms. Cantu.

12 16. Approximately on February 8, 2023, Defendants terminated Ms. Svinning citing “at-
13 will” as the termination reason. Because Ms. Svinning was a tenant-at-will, Defendants also
14 terminated her lease. Ms. Svinning’s final paycheck included previously unpaid overtime of \$71.21.

15 17. According to Defendants, this amount represented “overtime recalculated the last 2
16 years due to an audit.”

17 18. In February 2023 Rebekah Lynn Svinning contacted our office as she was terminated
18 by Defendants. Ms. Svinning believed she was terminated as she would not corroborate her
19 managers position that Ms. Cantu was not entitled to the renewal bonus. Ms. Svinning was able to
20 confirm the allegations made by Ms. Cantu regarding Defendants wage and hour practices.

21 19. On March 15, 2023, Thompson Michie finally responded with an explanation
22 (“Explanation Letter”) of its regular rate and overtime recalculations. The Explanation Letter
23 purports to show the differential overtime owed to Ms. Cantu for every work period in which (a) she
24 worked overtime, and (b) “she was paid” nondiscretionary bonuses and commissions. The
25 Explanation Letter thus admitted that Thompson Michie previously failed to include non-
26 discretionary bonuses and commissions in the regular rate for purposes of calculating overtime. This
27 is also evident based on Ms. Cantu’s payroll checks and payroll history from the years 2022 through
28



1 2023.

2 20. The Explanation included a chart (“Audit Chart”). Although the Audit Chart purports
3 to recalculate Ms. Cantu’s regular rate and overtime for any work period in which “she was paid”
4 non-discretionary bonuses and commissions, the “Total Wages” category in the Audit Chart patently
5 does not include all of Ms. Cantu’s bonuses and commissions that “she was paid.” For example, on
6 the very first line of the Audit Chart, Thompson Michie recalculates the “Overtime Rate, “Overtime
7 Due,” and “Difference” for the pay period covering 3/19/22-4/1/22 using “Bonuses & Commissions”
8 of \$220.00 and “Total Wages” of \$1,751.89. However, according to Ms. Cantu’s actual payroll
9 provided by Thompson Michie, Ms. Cantu “was paid” \$240 in bonuses and commissions during the
10 relevant pay period – not \$220.00 – and her “Total Wages” were at least \$1,840.00 (\$1,600.00
11 regular wages plus \$240.00 commission) – not \$1751.89.

12 21. Using Ms. Cantu’s actual commission and total wages during the relevant pay period
13 yields a regular rate of \$23.00 per hour ($\$1,840.00 \div 80 = \23.00), an overtime rate of \$34.50 per
14 hour ($\$23.00 \times 1.5$), an overtime amount of \$38.99 ($\34.50×1.13), and an overtime difference due
15 of \$5.09 ($\$38.99 - \33.90). This overtime difference is 15% higher than the original overtime
16 amount paid by Thompson Michie. The \$4.66 “Difference” calculated by Thompson Michie is thus
17 wrong.

18 22. Nothing in Thompson Michie’s payroll data for Ms. Cantu, or in its Response or
19 Explanation Letters, would account for Thompson Michie’s seemingly secret and arbitrary scheme
20 of apportionment. To the extent Thompson Michie did allocate bonuses and commissions, no
21 mention is ever made of those pay periods in which bonuses or commissions were earned, as either
22 a basis for allocation or overtime due. Because I specifically requested an explanation of how
23 Thompson Michie performed its regular rate and overtime calculations, it is difficult to discern any
24 legitimate reason why Thompson Michie would hide the ball – especially under threat of a class and
25 collective action lawsuit.

26 23. Thompson Michie’s erratic overtime calculations can perhaps be attributed to an
27 apportionment of bonuses and commissions that is never explained by its Audit Chart. However, to
28



1 the extent Thompson Michie performed some kind of secret apportionment of Ms. Cantu’s, and
2 other similar situated employees, bonuses and commissions, this apportionment was not consistent
3 at all. For starters, any apportionment would be inconsistent with Thompson Michie’s overall
4 explanation and methodology that Plaintiffs were due additional overtime “in light of
5 nondiscretionary bonuses and commissions that she was paid” during the Compensable Overtime
6 Periods.

7 24. When we agreed to accept Plaintiff Cantu and Svinning, we agreed to represent
8 Plaintiffs on a contingency fee basis; Plaintiff have never paid our firm for any of the attorney or
9 staff (paralegal) time that we have invested in this case or any of the out-of-pocket costs that we
10 have expended. That attorney-client retainer agreements (“Retainer Agreement”) that were executed
11 by our firm and the plaintiffs sets forth the contingency nature of the firm’s representation. The
12 Retainer Agreement provides that our firm will be responsible for all work and costs to litigate this
13 matter without any costs to the Plaintiffs or to the putative class members. Moreover, the Retainer
14 Agreement caps the allowable attorneys’ fees amount up to 35% of any monetary recovery amount,
15 regardless if the case is resolved prior to judgment or proceeds to judgment. The Retainer
16 Agreement also specifies that our firm shall be reimbursed for all out-of-pocket costs that we have
17 incurred in litigating this matter¹.

18 **II. LITIGATION**

19 25. I will provide a brief summary of the procedural history of this case. The Court’s
20 docket entries demonstrate that this case was litigated and somewhat complex.

21 26. The Complaint in this matter was initially filed on April 8, 2024, in the Eighth
22 Judicial District of the State of Nevada. Defendant Thompson Michie Associate, LLC, Answered
23 the Complaint on May 7, 2024, and on May 14, 2024, filed a Notice of Removal/Petition for
24 Removal to Federal District Court. On June 4, 2024, Defendant TM Equities, Inc., filed a Motion
25 for Dismissal.

26 _____

27 ¹ The Retainer Agreement are available and can be provided to the Court for an in-camera review should the
28 Court require the same.



1 27. On June 17, 2024, Plaintiffs filed their Motion for Circulation of Notice.

2 28. On June 19, 2024, Plaintiffs filed their Opposition to Defendant TM Equities Inc.’s
3 Motion to Dismiss Pursuant to FRCP 12(b)(2) and 12(b)(6), and Alternative Motion for Stay
4 Pending Jurisdictional Discovery.

5 29. On June 20, 2024, the Parties conducted their conference on a proposed discovery
6 plan and scheduling order pursuant to FRCP 26(f). At the Rule 26(f) conference, the Parties
7 discussed for the first time the prospect of tolling the applicable statutes of limitations on Plaintiffs’
8 claims while the Parties pursued alternative dispute resolution. After discussing the names of
9 potential mediators and other particulars, the Parties agreed to stay all case deadlines for 90 days
10 (the “Stay Period”) to explore resolution through formal mediation.

11 30. The Parties also entered into a separate agreement to toll the statute of limitations on
12 Plaintiffs’ claims that have been asserted in the Complaint, including the putative class and collective
13 claims, during the Stay Period.

14 31. Thereafter, the Parties agreed that the matter would be submitted to mediation, and
15 agreed that class data and information would be informally provided in an efficient manner. The
16 information requested included but was not limited to payroll register, class size for the NRS Class
17 and FLSA Class, non-exempt job title bonus eligibility roster, master time cads, employee
18 identification by state (location) and total number of employees per location, and applicable
19 employment dates. Moreover, Defendants provided information related to how Defendants allocated
20 bonuses/commissions in a particular pay period (nondiscretionary bonuses were allocated for
21 overtime pay purposes to the pay period in which they were paid to employees). The Parties also
22 agreed to that retired Judge Peggy Leen of JAMS Las Vegas Mediation, Arbitration and ADR
23 Services would be used.

24 32. In response to the information received our firm retained the services of an expert to
25 create and analyze the information for all putative class members with respect to the wage and hour
26 issues presented in the complaint. Daniel s. Levy, Ph.D. of Advanced Analytical Consulting Group
27 provided a preliminary report of the information provided.

28

1 33. Armed with sufficient information, we believed that the case was ready for mediation
2 and scheduled the same for October 29, 2024. Counsel for Plaintiffs and Defendants were all present.
3 After a full day of presentation, argument, and the exchange of settlement offers/demands, Plaintiffs
4 and Defendants reached this settlement².

5 **III. MEDIATION AND SETTLEMENT**

6 34. The Gross Settlement Amount is \$311,525. Payments of the Gross Settlement
7 Amount are as follows:

- 8 (i) Payments to Plaintiffs from Gross Settlement Amount: \$5,000 to each class
9 representative. To receive, Plaintiffs agree to a general release of all claims
- 10 (ii) Payments to Class Counsel from Gross Settlement Amount: \$58,800
11 (representing 28% of the \$210,000 amount of gross settlement allocated for
12 settlement shares) and \$21,225 for expenses incurred
- 13 (iii) Settlement Administrator: an amount not to exceed \$11,500 for reasonable
14 expenses and fees incurred; and
- 15 (iv) 4. For all the above, remaining funds not awarded by the court will be retained
16 in the Class Net Settlement Fund for distribution to Participating class members.

17 35. In sum, I, and we, are of the opinion that the Settlement should be preliminary
18 approved as a fair, adequate, and reasonable resolution of this lengthy litigation. I am of the further
19 opinion that the following items should also be preliminary approved so that Notice can be
20 distributed to all Settlement Class Members and their opinions can be voiced about the
21 reasonableness of the Settlement:

22 36. Proposed settlement administrator CPT Group, Inc. should be appointed Settlement
23 Administrator and their estimated fees and costs should be approved. The approval and the final
24 fees and costs actually incurred should be deferred until the date of final approval.

25 _____
26 ² Plaintiffs also reached settlement of their individual claims for Retaliation, Wrongful Termination, and
27 Tortious Discharge. Plaintiffs' individual settlement agreement can be provided to the Court for an in-
28 camera review.

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1 37. Named Plaintiffs should be appointed as Class and Lead Representatives of both
2 Classes as Class Representatives and their proposed services awards should be preliminarily
3 approved. The reasonableness of the service awards should be deferred until the date of final
4 approval.

5 38. I, along with Jason Kuller, should be appointed as Class Counsel and our fees and
6 costs should be preliminarily approved. I, along with Jason Kuller, will be submitting a detailed
7 motion for approval of Class Counsel fees and costs, together with a calculation of the hours
8 expended throughout this litigation and an itemization of the costs incurred, not later than 21 days
9 following the approval of the Settlement. A final determination on the reasonableness of the Class
10 Counsel’s fees and costs should be deferred until the date of final approval.

11 I have read the foregoing declaration consisting of this page and 8 others, and declare under
12 the penalty of perjury under the laws of the United States of America and the States of California
13 and Nevada that the foregoing is true and correct.

14 Executed on April 8, 2026, in Beverly Hills, California

15 /s/ Robert Montes Jr.
16 Robert Montes, Jr.

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1 Jason Kuller, NV Bar No. 12244
2 Robert Montes, Jr., CA Bar No.159137 (*Pro Hac Vice*)
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10 *Attorneys for Plaintiff*

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

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

16 Plaintiffs,

17 v.

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

23 Defendants.

Case No.: 2:24-CV-00908-APG-DJA

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

24 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

25 Plaintiffs Motion for Preliminary Approval of Collective and Class Action Settlement came
26 before this Court, the Honorable Chief Judge Miranda M. Du presiding, on December 1, 2022, at 2:30
27 p.m.. This Court, having considered the papers submitted in support of the Motion, HEREBY
28 ORDERS THE FOLLOWING:

1. This Court grants preliminary approval of the Settlement and the Settlement Classes
based upon the terms set forth in the Collective and Class Action Settlement and Release between
Plaintiffs Christina Cantu and Rebekah Svinning, and Defendants Thompson Michie Associates, LLC
and TM Equities Inc. ("Settlement"). The Settlement preliminarily appears to be fair, adequate, and
reasonable to the Class. The Joint Motion for Preliminary Approval is GRANTED.





1 2. The Settlement falls within the range of reasonableness and appears to be
2 presumptively valid, subject only to any objections that may be raised at the final fairness hearing and
3 final approval by this Court.

4 3. A final fairness hearing on the question of whether the proposed Settlement should be
5 finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
6 accordance with the Implementation Schedule set forth below.

7 4. This Court approves, as to form and content, the Notice of Pendency of Collective and
8 Class Action Settlement and Final Hearing Date ("Class Notice of Settlement"), in substantially the
9 form attached to the Settlement as Exhibit A. This Court approves the procedure for Class Members
10 to (i) participate (i.e., do nothing), (ii) opt out, or (iii) object, to the Settlement as set forth in the Class
11 Notice of Settlement.

12 5. The Court directs the mailing of Class Notice of Settlement by first class mail to the
13 Class Members in accordance with the Implementation Schedule set forth below. This Court finds the
14 dates selected for the mailing and distribution of the Class Notice of Settlement, as set forth in the
15 Implementation Schedule, meet the requirements of due process and provide the best notice
16 practicable under the circumstances and shall constitute due and sufficient notice to all persons
17 entitled thereto.

18 6. This Court has already conditionally certified the opt-in collective group pursuant to
19 the Fair Labor Standards Act (FLSA) and that decision is not disturbed. It is further ordered that a
20 Settlement Class, as defined in the Settlement, is preliminarily certified pursuant to Rule 23 of the
21 Nevada Rules of Civil Procedure for settlement purposes only.

22 7. This Court re-affirms Plaintiffs CHRISTINA CANTU and REBEKAH SVINNING as
23 Class Representatives.

24 8. This Court re-affirms Jason Kuller, Esq., Shay Digenan, Esq., and Robert Montes, Esq.
25 of Rafii & Associates, P.C. of Las Vegas, Nevada as Class Counsel.

26 9. This Court confirms [insert Settlement Administrator] as the Settlement Administrator.

27 10. This Court orders the following Implementation Schedule for further proceedings:
28



1	a.	Deadline for Defendants to Submit Class Member Information to Claims Administrator	_____, 2026 [7 calendar days after Order granting Preliminary Approval]
2			
3	b.	Deadline for Claims Administrator to Mail the Notice to Class Members	_____, 2026 [7 calendar days after Order granting Preliminary Approval]
4			
5	c.	Deadline for Defendant to Make Good Faith Deposit To Settlement Account maintained by Claims Administrator	_____, 2026 [7 calendar days after Order granting Preliminary Approval]
6			
7	d.	Deadline for Defendant's Insurer to Make Good Faith Deposit To Settlement Account maintained by Claims Administrator	_____, 2026 [7 calendar days after Order granting Preliminary Approval]
8			
9	e.	Deadline for Class Counsel to File Motion for Final Approval of Fees, Costs, and Service Awards	_____, 2026 [21 calendar days after Order granting Preliminary Approval]
10			
11	f.	Deadline for Class Members to Postmark Requests for Exclusions	_____, 2026 [30 calendar days after initial mailing of the Notice to Class Members]
12			
13	g.	Deadline for Receipt by Court and Counsel of any Objections to Settlement	_____, 2026 [30 calendar days after initial mailing of the Notice to Class Members]
14			
15	h.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorneys' Fees, Costs, and Enhancement Award	_____, 2026 [7 calendar days prior to Final Approval Hearing]
16			
17	i.	Deadline for Class Counsel to File Declaration from Claims Administrator of Due Diligence and Proof of Mailing	_____, 2026 [7 calendar days prior to Final Approval Hearing]
18			
19	j.	Final Fairness Hearing and Final Approval	_____, 2026
20			
21	k.	Deadline for Defendant to Deposit Remaining Settlement Fund To Settlement Account maintained by Claims Administrator	_____, 2026 [90 days after Effective Date]
22			
23	l.	Deadline for Claims Administrator to wire transfer the Attorneys' Fees and Costs to Class Counsel (if Settlement is Effective)	_____, 2026 [10 days after receipt of Settlement Funds]
24			
25	m.	Deadline for Claims Administrator to mail the Settlement Awards to Class Members and the Enhancement Awards to Class Representatives (if Settlement is Effective)	_____, 2026 [10 days after receipt of Settlement Funds]
26			
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n.	Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	_____, 2026 [180 days after Settlement Awards being issued]
o.	Uncashed Checks to be Voided and Monies Remitted To State of Nevada Unclaimed Property Fund	_____, 2026 [180 days after Settlement Awards being issued]
p.	Unclaimed Settlement Monies Revert to the State of Nevada	_____, 2027 [1 year following Settlement Awards being remitted to State of Nevada unclaimed property fund]

IT IS SO ORDERED.

Dated: _____

UNITED STATES DISTRICT JUDGE

RAFII & ASSOCIATES, P.C.
EXCELLENCE | COMMITMENT | RESULTS

