

FILED
December 29, 2025
State of Nevada
E.M.R.B.

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6 *Pro Se Complainant*

7 **BEFORE THE GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

8 **IN AND FOR THE STATE OF NEVADA**

9 ELISA STEWART,

Case No.: 2025-029

10 Complainant,

11 v.

12
13 LEGACY TRADITIONAL SCHOOL –
14 NEVADA, INC., a Nevada domestic nonprofit
15 corporation and public charter operator, and

**VERIFIED COMPLAINT FOR
PROHIBITED PRACTICES (NRS
CHAPTER 288; NRS 288.110; NRS
288.270)**

16 VERTEX EDUCATION, LLC., a foreign
17 limited liability company registered and doing
18 business in the State of Nevada as a Designated
19 Representative/Human Resources and Payroll
20 Administrator for LTS – NV, INC.,

21 Respondents.

22 **I. INTRODUCTION**

23 1. This is a Prohibited Practice Complaint under **NRS Chapter 288** arising from
24 Respondents’ willful, coercive, and unilateral alteration of Complainant’s compensation—an
25 essential term and condition of public employment—through (i) misrepresentations and pressure
26 to compel assent to a reduced compensation structure, and (ii) implementation of that reduction
27 beginning **July 20, 2025**, despite Complainant’s objections.

1 2. Complainant seeks findings and remedies within the EMRB’s authority under NRS
2 288.110 for Respondents’ unlawful interference, restraint, and coercion under NRS
3 288.270(1)(a), including relief consistent with the EMRB’s authority to adjudicate prohibited
4 practices involving unilateral changes to terms and conditions of employment as recognized by
5 Nevada Supreme Court precedent.
6

7 3. Complainant does not seek reinstatement and expressly reserves parallel civil remedies
8 (including wage and contract claims) that are outside the EMRB’s remedial scope, consistent
9 with Nevada law recognizing private wage actions under Chapter 608.
10

11 **II. PARTIES**

12 4. **Complainant Elisa Stewart** (“Complainant” or “Ms. Stewart”) is a resident of
13 Henderson, Nevada, and was employed as a 6th-grade English Language Arts teacher at Legacy
14 Traditional School – Cadence in Clark County, Nevada.

15 5. **Respondent Legacy Traditional School – Nevada, Inc.** (“LTS”) is a Nevada domestic
16 nonprofit corporation that operates public charter schools in Nevada, including the Cadence
17 campus.
18

19 6. **Respondent Vertex Education, LLC** (“Vertex”) is a foreign limited liability company
20 registered and doing business in the State of Nevada as the HR/payroll administrator and
21 designated representative acting for LTS in the administration and implementation of employee
22 compensation, contracts, benefits (including PERS/EPC), and related employment directives at
23 issue in this Complaint.
24

25 **III. BOARD JURISDICTION AND STATUTORY FRAMEWORK**

26 7. The Board has jurisdiction over this matter pursuant to **NRS 288.110** (Board authority
27

1 and procedure) and NRS 288.270 (prohibited practices). See NRS 288.110(4) (limitations) and
2 NRS 288.270(1) (employer/designated representative prohibited practices).

3 8. LTS is a “local government employer” under NRS 288.060, which includes “charter
4 schools” within the definition. NRS 288.060.

5 9. Vertex is properly named because NRS 288.270(1) applies to “a local government
6 employer or its **designated representative**,” who willfully commits prohibited acts.

7 10. The rights implicated include, at minimum, the statutory right of a local government
8 employee “to join any employee organization... or to refrain” and to be free from discrimination
9 based on membership or nonmembership. NRS 288.140(1). These are “right[s] guaranteed under
10 this chapter” within the meaning of NRS 288.270(1)(a).

11
12
13 **IV. TIMELINESS (NRS 288.110(4))**

14 11. NRS 288.110(4) provides: “The Board may not consider any complaint. . . filed more
15 than **6 months after the occurrence**, which is the subject of the complaint.”

16 12. The “occurrence” challenged here is Respondents’ **implementation** of the compensation
17 reduction—i.e., when the reduced compensation actually took effect and was paid—beginning
18 **July 20, 2025** (start of the 2025–2026 school year), continuing through Complainant’s
19 resignation effective December 1, 2025.

20 13. This Complaint is therefore timely because it is filed within six months of July 20, 2025
21 (deadline: January 20, 2026).

22 14. In the alternative, and to the extent Respondents contend the “occurrence” began earlier,
23 Complainant pleads that the prohibited conduct constitutes a **continuing course** of unlawful
24 implementation where each paycheck issued at the reduced rate constitutes an additional willful
25
26
27

1 occurrence within the meaning of NRS 288.110(4), and the Complaint remains timely as to all
2 occurrences within the limitations period.

3
4 **V. FACTUAL ALLEGATIONS (CHRONOLOGICAL)**

5 **A. Recruitment/Transfer and Compensation Commitments**

6 15. In or about March 2024, LTS representatives encouraged Complainant to transfer from
7 LTS North Valley to LTS Cadence.

8 16. On March 12, 2024, Complainant received a voicemail/text communication from an LTS
9 administrator (Dr. Schroeder) stating that Complainant would receive not only the pay she was
10 making at North Valley but also an additional **2% pay increase** approved by the school board,
11 and requesting that she sign the offer in Workday.
12

13 17. Complainant accepted and executed the contract/offer in reliance on these compensation
14 representations and began working at LTS Cadence on or about July 21, 2024.

15 **B. Course of Performance Confirming the Agreed Wage**

16 18. For approximately twelve (12) months, Respondents paid Complainant at the higher
17 compensation level consistent with the transfer representations and agreed salary terms.
18

19 19. Respondents' extended course of performance—paying the higher wage—confirmed
20 mutual assent to the compensation terms and induced Complainant's continued service and
21 reliance.
22

23 **C. April 3, 2025 "EPC Error" E-Mail and Demand for Reduced-Pay Contract**

24 20. On or about April 3, 2025, Vertex (on behalf of LTS) sent an email asserting that
25 Complainant's compensation was "incorrect" due to an alleged "system error" in connection
26 with PERS/EPC, and that Complainant's salary would be reduced going forward.
27

28 21. The email characterized the reduction as "required" and presented the reduction as a
COMPLAINANT STEWART: VERIFIED COMPLAINT FOR PROHIBITED PRACTICES (NRS CHAPTER
288; NRS 288.110; NRS 288.270) - 4

1 foregone outcome, coupled with a directive that Complainant would receive an amended
2 contract.

3 22. Complainant objected and sought clarification and time to review her legal options.

4 **D. Coercion / Undue Pressure Leading to May 15, 2025 Signature**

5
6 23. Despite Complainant’s objections, Respondents applied economic and employment
7 pressure to compel Complainant to sign a revised contract reflecting a materially reduced salary.

8 24. Under the circumstances—including the threatened/inevitable reduction, the imbalance of
9 bargaining power, and the employment consequences implied by Respondents’ directive—
10 Complainant signed the revised contract on or about May 15, 2025.

11
12 25. Complainant alleges her signature was not the product of free and voluntary mutual
13 bargaining, but was compelled by undue pressure and economic coercion.

14 26. Nevada law recognizes that agreements may be voidable where assent is procured by
15 coercive pressure and inequitable circumstances, and courts consider context and fairness when
16 assessing whether a purported agreement should be enforced as voluntary. See **Oh v. Wilson,**
17 **112 Nev. 38, 910 P.2d 276 (1996)** (discussing enforcement of releases/agreements and
18 examining surrounding circumstances and fairness) and **Havas v. Alger, 58 Nev. 171, 73 P.2d**
19 **471 (1937)** (recognizing relief where agreements are procured by improper means; contract
20 principles addressing coercion/duress in formation/execution). (Cited here to show coercion
21 context for “interfere, restrain, or coerce” under NRS 288.270—not to convert this EMRB matter
22 into a civil rescission action.).

23
24
25 **E. Implementation of the Wage Reduction Beginning July 20, 2025**

26 27. Respondents implemented the reduced salary beginning **July 20, 2025** (start of the 2025–
27 2026 school year), issuing paychecks at the reduced rate thereafter.

1 28. The reduced rate was materially lower than the compensation that had been promised and
2 paid for the prior year.

3 29. The wage reduction was not a mere clerical correction. It was an employer-directed
4 change to a fundamental term of public employment that had been relied upon by Complainant
5 and repeatedly performed by Respondents.
6

7 **F. Continuing Harm, AB398 Communications, and Resignation**

8 30. Respondents continued paying Complainant at the reduced rate through her resignation
9 effective December 1, 2025.
10

11 31. In November 2025, LTS issued an AB398 compensation adjustment communication
12 stating that Complainant would receive a state-funded compensation increase distributed across
13 remaining paychecks.

14 32. Complainant resigned effective December 1, 2025, after months of reduced pay and
15 continued adverse compensation practices.
16

17 **G. Administrative Routing Confirms EMRB is the Proper Public-Sector Forum**

18 33. Complainant previously presented a wage complaint to the Nevada Office of the Labor
19 Commissioner. The claim was closed for lack of jurisdiction against a public entity and
20 Complainant was directed to pursue relief through EMRB processes, confirming the public-
21 sector posture of this dispute.
22

23 **VI. PROHIBITED PRACTICE CLAIMS (NRS 288.270)**

24 **COUNT I — INTERFERENCE, RESTRAINT, OR COERCION**

25 **NRS 288.270(1)(a) (Local government employer or designated representative)**

26 34. Complainant realleges paragraphs 1–33.

27 35. Under **NRS 288.270(1)(a)**, it is a prohibited practice for a local government employer or
28 **COMPLAINANT STEWART: VERIFIED COMPLAINT FOR PROHIBITED PRACTICES (NRS CHAPTER**
288; NRS 288.110; NRS 288.270) - 6

1 its designated representative willfully to “interfere with, restrain or coerce any employee in the
2 exercise of any right guaranteed under this chapter.”

3 36. Complainant is a local government employee and holds rights guaranteed under Chapter
4 288, including the right to join or refrain from joining an employee organization and to be free
5 from discriminatory or coercive conduct affecting those statutory rights. **NRS 288.140(1)**.
6

7 37. Respondents willfully interfered with, restrained, and coerced Complainant by:

- 8 a. Announcing and framing a significant pay reduction as “required” and inevitable,
9 despite having paid the higher wage for approximately 12 months;
10
11 b. Pressuring Complainant to sign an amended, reduced-pay contract while she objected
12 and sought time to evaluate options;
13
14 c. Leveraging continued employment and continued compensation/benefits to secure
15 “assent” to reduced terms; and
16
17 d. Implementing the reduction beginning July 20, 2025, notwithstanding Complainant’s
18 objections.

19 38. The coercive pay-reduction directive and compelled execution of reduced-pay
20 documentation interfered with Complainant’s ability to exercise protected rights under Chapter
21 288, including the right to pursue representation/assistance and to refrain from compelled
22 acquiescence.

23 39. Vertex is liable under NRS 288.270(1) because it acted as LTS’s designated
24 representative administering and enforcing the challenged directives.

25 **COUNT II — UNLAWFUL UNILATERAL CHANGE IN TERMS AND CONDITIONS**
26 **OF EMPLOYMENT (PROHIBITED PRACTICE)**

27 40. Complainant realleges paragraphs 1–39.

1 41. Compensation is a core term and condition of employment.

2 42. Nevada Supreme Court authority recognizes EMRB's exclusive jurisdiction over
3 unfair/prohibited labor practices and approves Board adjudication of "unilateral change" theory
4 in appropriate circumstances. See **City of Reno v. Reno Police Protective Ass'n**, 118 Nev. 889,
5 **59 P.3d 1212 (2002)** (upholding EMRB authority and addressing unilateral-change concepts in
6 the public-sector labor context).

7
8 43. Here, Respondents implemented a unilateral, material reduction in compensation after a
9 year of paying the promised rate, without genuine mutual bargaining and through coercive
10 pressure, constituting a prohibited practice under Chapter 288 as an impermissible unilateral
11 change in a fundamental employment condition.
12

13 **COUNT III — RESERVED CIVIL WAGE/CONTRACT REMEDIES**

14 **(NOTICE TO BOARD; NO WAIVER)**

15 44. Complainant realleges paragraphs 1–43.

16 45. This EMRB filing is not intended to waive parallel civil claims.

17
18 46. Nevada Supreme Court recognizes employees may bring private actions for unpaid
19 wages under Nevada wage law, and fee-shifting is tied to a written demand procedure. See
20 **Neville v. Eighth Judicial Dist. Court**, 133 Nev. Adv. Op. 95, 406 P.3d 499 (2017) (private
21 right of action for unpaid wages under Nevada law).
22

23 47. Complainant preserves and reserves all civil remedies, including wage and contract
24 claims, without requesting reinstatement here.

25 **VII. PRAYER FOR RELIEF**

26 WHEREFORE, Complainant respectfully requests that the Board:

27 **A. Accept jurisdiction and find Respondents are subject to NRS Chapter 288** as a local
28 **COMPLAINANT STEWART: VERIFIED COMPLAINT FOR PROHIBITED PRACTICES (NRS CHAPTER**
288; NRS 288.110; NRS 288.270) - 8

1 government employer and designated representative, respectively (NRS 288.060; NRS 288.270);

2 B. Find that Respondents committed prohibited practices in violation of NRS
3 **288.270(1)(a) and related Chapter 288 protections;**

4 C. Issue a **cease-and-desist** order prohibiting Respondents from engaging in coercive,
5 retaliatory, or unilateral compensation practices against local government employees;

6 D. Order **make-whole relief** within the Board's authority, including correction of
7 adverse employment records as appropriate and compensation-related remedial relief permitted
8 by law and Board precedent;

9 E. Order posting/notice and any other remedial measures the Board deems just and
10 proper to effectuate Chapter 288; and

11 F. Grant such other and further relief as the Board deems appropriate.

12
13
14 **VIII. VERIFICATION**

15 I declare under penalty of perjury under the laws of the State of Nevada that the
16 foregoing answers are true and correct.

17
18
19 DATED this 29TH day of DECEMBER, 2025.

20
21
22 By: /s/ELISA STEWART

23 ELISA STEWART

24 2950 N Green Vly Pkwy, Apt. 927

25 Henderson, NV 89014

26 Telephone: (702) 712-0589

27 Email: elisaste2039@_mail.com

Pro Se Complainant

1 **CERTIFICATE OF SERVICE**

2

3 **Original of the foregoing e-filed:**

4 This 29TH day of DECEMBER, 2025, to:

5

6 **The Government Employee-Management Relations Board**

3300 W. Sahara Avenue, Suite 490

7 Las Vegas, Nevada 89102

8 Email: emrb@emrb.nv.gov

9 **Copy of the foregoing certified mailed:**

10 This 29TH day of DECEMBER, 2025, to:

11 **Legacy Traditional School – Nevada, Inc.**

6037 S Fort Apache Rd., Ste 130

12 Las Vegas, NV, 89148

13 *Respondent*

14 **Vertex Education, LLC.**

716 N. Carson St. #B

15 Carson City, NV, 89701

16 *Respondent*

Legacy Traditional School - Nevada, Inc. (Respondent)

Answer to Complainant's Verified Complaint

FILED
February 23, 2026
State of Nevada
E.M.R.B.
5:37 p.m.

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9 *Attorneys for Respondent Legacy Traditional
School – Nevada, Inc.*

10 **BEFORE THE GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

11 **IN AND FOR THE STATE OF NEVADA**

12 ELISA STEWART,

Case No.: 2025-029

13 Complainant,

14 vs.

**RESPONDENT LEGACY
TRADITIONAL SCHOOL – NEVADA,
INC.'S ANSWER TO COMPLAINANT'S
VERIFIED COMPLAINT**

15 LEGACY TRADITIONAL SCHOOL –
16 NEVADA, INC., a Nevada domestic nonprofit
corporation and public charter operator, and

17 VERTEX EDUCATION, LLC., a foreign
18 limited liability company registered and doing
19 business in the State of Nevada as a
20 Designated Representative/Human Resources
and Payroll Administrator for LTS – NV,
21 INC.,

22 Respondents.

23
24 Respondent Legacy Traditional School – Nevada, Inc. (“Respondent”), by and through its
25 undersigned counsel, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., hereby files its Answer to
26 Complainant Elisa Stewart’s (“Ms. Stewart”) Verified Complaint (“Complaint”), as follows:

27 ///

28 ///

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I. INTRODUCTION

1. Answering Paragraph 1 of the Complaint, Respondent asserts that the statements therein are statements of law and contain legal opinions and conclusions to which no response is required. To the extent any response is required, Respondent denies the allegations of Paragraph 1 of the Complaint.

2. Answering Paragraph 2 of the Complaint, Respondent asserts that the statements therein are statements of law and contain legal opinions and conclusions to which no response is required. To the extent any response is required, Respondent denies the allegations of Paragraph 2 of the Complaint.

3. Answering Paragraph 3 of the Complaint, Respondent asserts that the statements therein are statements of law and contain legal opinions and conclusions to which no response is required. To the extent any response is required, Respondent denies the allegations of Paragraph 3 of the Complaint.

II. PARTIES

4. Answering Paragraph 4 of the Complaint, Respondent admits that Ms. Stewart was employed as a 6th-grade English Language Arts teacher at Legacy Traditional School – Cadence in Clark County, Nevada, but is without sufficient knowledge or information to form a belief about the truth of the remaining allegations set forth in Paragraph 4 of the Complaint.

5. Answering Paragraph 5 of the Complaint, Respondent admits the allegations contained therein.

6. Answering Paragraph 6 of the Complaint, Respondent admits that Vertex Education, LLC provides human resources and payroll administration for Legacy, but is without sufficient knowledge or information to form a belief about the truth of the remaining allegations set forth in Paragraph 6 of the Complaint, and therefore denies the remaining allegations.

III. BOARD JURISDICTION AND STATUTORY FRAMEWORK

7. Answering Paragraph 7 of the Complaint, Respondent asserts that the statements therein are statements of law and contain legal opinions and conclusions to which no response is required. To the extent any response is required, Respondent denies the allegations of Paragraph 7

1 of the Complaint.

2 8. Answering Paragraph 8 of the Complaint, Respondent asserts that the statements
3 therein are statements of law and contain legal opinions and conclusions to which no response is
4 required. To the extent any response is required, Respondent denies the allegations of Paragraph 8
5 of the Complaint.

6 9. Answering Paragraph 9 of the Complaint, Respondent asserts that the statements
7 therein are statements of law and contain legal opinions and conclusions to which no response is
8 required. To the extent any response is required, Respondent denies the allegations of Paragraph 9
9 of the Complaint.

10 10. Answering Paragraph 10 of the Complaint, Respondent asserts that the statements
11 therein are statements of law and contain legal opinions and conclusions to which no response is
12 required. To the extent any response is required, Respondent denies the allegations of Paragraph 10
13 of the Complaint.

14 **IV. TIMELINESS (NRS 288.110(4))**

15 11. Answering Paragraph 11 of the Complaint, Respondent asserts that the statements
16 therein are statements of law and contain legal opinions and conclusions to which no response is
17 required. To the extent any response is required, Respondent denies the allegations of Paragraph 11
18 of the Complaint.

19 12. Answering Paragraph 12 of the Complaint, Respondent admits that Complainant's
20 compensation for the 2024-2026 school year took effect on July 20, 2025, and that compensation
21 continued through her resignation effective December 1, 2025. Respondent denies the remaining
22 allegations of Paragraph 12 of the Complaint.

23 13. Answering Paragraph 13 of the Complaint, Respondent asserts that the statements
24 therein are statements of law and contain legal opinions and conclusions to which no response is
25 required. To the extent any response is required, Respondent denies the allegations of Paragraph 13
26 of the Complaint.

27 14. Answering Paragraph 14 of the Complaint, Respondent asserts that the statements
28 therein are statements of law and contain legal opinions and conclusions to which no response is

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1 required. To the extent any response is required, Respondent denies the allegations of Paragraph 14
2 of the Complaint.

3 **V. FACTUAL ALLEGATIONS (CHRONOLOGICAL)**

4 **A. Recruitment/Transfer and Compensation Commitments**

5 15. Answering Paragraph 15 of the Complaint, Respondent is without sufficient
6 knowledge or information to form a belief about the truth of the allegations set forth in Paragraph 15
7 of the Complaint, and therefore denies the allegations.

8 16. Answering Paragraph 16 of the Complaint, Respondent is without sufficient
9 knowledge or information to form a belief about the truth of the allegations set forth in Paragraph 16
10 of the Complaint, and therefore denies the allegations.

11 17. Answering Paragraph 17 of the Complaint, Respondent admits that Complainant
12 began working at Legacy Traditional School – Cadence on or about July 21, 2024, but denies the
13 remaining allegations.

14 **B. Course of Performance Confirming the Agreed Wage**

15 18. Answering Paragraph 18 of the Complaint, Respondent admits that it paid
16 Complainant consistent with her twelve-month contract, but denies the remaining allegations.

17 19. Answering Paragraph 19 of the Complaint, Respondent denies the allegations
18 contained therein.

19 **C. April 3, 3035 “EPC Error” E-Mail and Demand for Reduced-Pay Contract**

20 20. Answering Paragraph 20 of the Complaint, Respondent admits that Vertex sent an
21 email to Complainant in April 2025 to identify and clarify an error in compensation calculation based
22 on required deductions for the Employer-Paid Contribution plan Complainant selected during her
23 PERS enrollment. Respondent further admits that Complainant’s salary was overpaid because of the
24 incorrect deductions, and the next year’s contract would reflect the proper deductions, resulting in
25 lower take-home pay. Respondent denies the remaining allegations set forth in Paragraph 20 of the
26 Complaint.

27 21. Answering Paragraph 21 of the Complaint, Respondent admits that correcting the
28 EPC deductions to comply with PERS is required and that Complainant did receive a new contract for

1 the following school year. Respondent denies the remaining allegations set forth in Paragraph 21 of
2 the Complaint.

3 22. Answering Paragraph 22 of the Complaint, Respondent denies the allegations
4 contained therein.

5 **D. Coercion / Undue Pressure Leading to May 15, 2025 Signature**

6 23. Answering Paragraph 23 of the Complaint, Respondent denies the allegations
7 contained therein.

8 24. Answering Paragraph 24 of the Complaint, Respondent admits that Complainant
9 signed a new contract on or about May 15, 2025, and denies the remaining allegations contained
10 therein.

11 25. Answering Paragraph 25 of the Complaint, Respondent denies the allegations
12 contained therein.

13 26. Answering Paragraph 26 of the Complaint, Respondent asserts that the statements
14 therein are statements of law and contain legal opinions and conclusions to which no response is
15 required. To the extent any response is required, Respondent denies the allegations of Paragraph 26
16 of the Complaint.

17 **E. Implementation of the Wage Reduction Beginning July 20, 2025**

18 27. Answering Paragraph 27 of the Complaint, Respondent admits that Complainant's
19 yearly salary as represented in her contract for the 2025-2026 school year began July 20, 2025, and
20 denies the remaining allegations contained therein.

21 28. Answering Paragraph 28 of the Complaint, Respondent admits that Complainant's
22 take-home pay was lower for the 2025-2026 school year, and denies the remaining allegations
23 contained therein.

24 29. Answering Paragraph 29 of the Complaint, Respondent denies the allegations
25 contained therein.

26 **F. Continuing Harm, AB398 Communications, and Resignation**

27 30. Answering Paragraph 30 of the Complaint, Respondent admits that it paid
28 Complainant through her resignation effective December 1, 2025, and denies the remaining

1 allegations contained therein.

2 31. Answering Paragraph 31 of the Complaint, Respondent admits the allegations
3 contained therein.

4 32. Answering Paragraph 32 of the Complaint, Respondent admits that Complainant
5 resigned effective December 1, 2025, and denies the remaining allegations contained therein.

6 **G. Administrative Routing Confirms EMRB is the Proper Public-Sector Forum**

7 33. Answering Paragraph 33 of the Complaint, Respondent is without sufficient
8 knowledge or information to form a belief about the truth of the allegations set forth in Paragraph 33
9 of the Complaint, and therefore denies the allegations.

10 **VI. PROHIBITED PRACTICE CLAIMS (NRS 288.270)**

11 **Count I – INTERFERENCE, RESTRAINT, OR COERCION**

12 **NRS 288.270(1)(a) (Local government employer or designated representative)**

13 34. Answering Paragraph 34 of the Complaint, Respondent adopts its responses to
14 Paragraphs 1 through 33 of the Complaint and incorporates the same by reference as if set forth fully
15 herein.

16 35. Answering Paragraph 35 of the Complaint, Respondent asserts that the statements
17 therein are statements of law and contain legal opinions and conclusions to which no response is
18 required. To the extent any response is required, Respondent denies the allegations of Paragraph 35
19 of the Complaint.

20 36. Answering Paragraph 36 of the Complaint, Respondent asserts that the statements
21 therein are statements of law and contain legal opinions and conclusions to which no response is
22 required. To the extent any response is required, Respondent denies the allegations of Paragraph 36
23 of the Complaint.

24 37. Answering Paragraph 37 of the Complaint, Respondent denies the allegations
25 contained therein, including all subparts.

26 38. Answering Paragraph 38 of the Complaint, Respondent denies the allegations
27 contained therein.

28 ///

1 39. Answering Paragraph 39 of the Complaint, Respondent denies the allegations
2 contained therein.

3 **Count II – Unlawful Unilateral Change in Terms and Conditions of Employment**

4 **(Prohibited Practice)**

5 40. Answering Paragraph 40 of the Complaint, Respondent adopts its responses to
6 Paragraphs 1 through 39 of the Complaint and incorporates the same by reference as if set forth fully
7 herein.

8 41. Answering Paragraph 41 of the Complaint, Respondent asserts that the statements
9 therein are statements of law and contain legal opinions and conclusions to which no response is
10 required. To the extent any response is required, Respondent denies the allegations of Paragraph 41
11 of the Complaint.

12 42. Answering Paragraph 42 of the Complaint, Respondent asserts that the statements
13 therein are statements of law and contain legal opinions and conclusions to which no response is
14 required. To the extent any response is required, Respondent denies the allegations of Paragraph 42
15 of the Complaint.

16 43. Answering Paragraph 43 of the Complaint, Respondent denies the allegations
17 contained therein.

18 **COUNT III – RESERVED CIVIL WAGE/CONTRACT REMEDIES**

19 **(NOTICE TO BOARD; NO WAIVER)**

20 44. Answering Paragraph 44 of the Complaint, Respondent adopts its responses to
21 Paragraphs 1 through 43 of the Complaint and incorporates the same by reference as if set forth fully
22 herein.

23 45. Answering Paragraph 45 of the Complaint, Respondent is without sufficient
24 knowledge or information to form a belief about the truth of the allegations set forth in Paragraph 45
25 of the Complaint, and therefore denies the allegations.

26 46. Answering Paragraph 46 of the Complaint, Respondent asserts that the statements
27 therein are statements of law and contain legal opinions and conclusions to which no response is
28 required. To the extent any response is required, Respondent denies the allegations of Paragraph 46

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1 of the Complaint.

2 47. Answering Paragraph 47 of the Complaint, Respondent is without sufficient
3 knowledge or information to form a belief about the truth of the allegations set forth in Paragraph 47
4 of the Complaint, and therefore denies the allegations.

5 **VII. PRAYER FOR RELIEF**

6 Answering additional paragraphs A-F, contained on Page 10 and 11 of the Complaint related
7 to the relief sought by Complainant, Respondent denies that Complainant is entitled to any of the
8 relief requested.

9 Except as specifically admitted above, Respondent denies each and every fact, matter, or
10 allegation contained in the Complaint.

11 WHEREFORE, having fully answered the Complaint as to all claims and causes of action,
12 Respondent respectfully requests that the Court enter judgment in Respondent's favor and against
13 Complainant and dismiss the case in its entirety with prejudice; that Respondent be granted an award
14 of attorneys' fees, costs and expenses in defending these meritless claims; and prays for any other
15 relief the Board deems reasonable and proper.

16 **AFFIRMATIVE DEFENSES**

17 Respondent asserts the following affirmative defenses to the Complaint and the claims
18 asserted therein, and Respondent specifically incorporates into the following affirmative defenses,
19 as if fully set forth therein, its responses to the preceding paragraphs of the Complaint. Respondent
20 asserts the following affirmative and other defenses without assuming any burdens of production,
21 persuasion, or proof that, pursuant to law, are not legally assigned to Respondent and are
22 Complainant's burden to prove. Respondent further avers that Complainant's claims are so vague as
23 to render it impossible to identify every possible affirmative or other defense, and thus expressly
24 reserves its right to assert additional defenses should the precise nature of Complainant's claims
25 become clear.

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FIRST AFFIRMATIVE DEFENSE

The Board lacks subject matter jurisdiction over some or all of the claims in the Complaint.

SECOND AFFIRMATIVE DEFENSE

The Board lacks jurisdiction to consider the claims of Complainant on the grounds that there is no justiciable issue raised by the Complaint.

THIRD AFFIRMATIVE DEFENSE

The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, because Complainant failed to exhaust contractual remedies.

FOURTH AFFIRMATIVE DEFENSE

The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, because Complainant failed to exhaust internal grievance procedures.

FIFTH AFFIRMATIVE DEFENSE

Complainant's claims are barred in whole or in part by the applicable statute of limitations pursuant to NRS 288.110.

SIXTH AFFIRMATIVE DEFENSE

The Complaint, and each purported cause of action alleged therein, fails to state facts sufficient to constitute a cause of action upon which relief can be granted against Respondent.

SEVENTH AFFIRMATIVE DEFENSE

Complainant was given all the process to which she was due because she was an employee-at-will.

EIGHTH AFFIRMATIVE DEFENSE

The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, because Complainant lacks standing to assert some or all of the claims asserted and/or to seek some or all of the relief sought.

NINTH AFFIRMATIVE DEFENSE

Respondent avers that Respondent engaged in good faith efforts to comply with applicable laws and neither it nor any of its officers, directors, or managing agents engaged in any conduct with malice or reckless indifference towards Complainant's federally and/or state protected rights.

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TENTH AFFIRMATIVE DEFENSE

Respondent alleges that some or all of the purported causes of action in the Complaint are subject to setoff, offset, and/or recoupment.

ELEVENTH AFFIRMATIVE DEFENSE

Complainant's claims are barred by Complainant's own comparative and/or contributory negligence.

TWELTH AFFIRMATIVE DEFENSE

Any injury or damages allegedly suffered by Complainant were the result of an independent intervening cause and/or a third party, and not the result of any alleged actions or omissions of Respondent.

THIRTEENTH AFFIRMATIVE DEFENSE

The injuries, damages, and conditions claimed by Complainant were due in whole or in part to events and/or conditions existing before or arising subsequent to the event made the basis of this lawsuit and were not caused by any act or omissions of Respondent.

FOURTEENTH AFFIRMATIVE DEFENSE

The Complaint, and each and every cause of action alleged therein, is barred, or any damages reduced, in whole or in part, because Complainant is estopped from asserting the causes of action upon which she seeks relief, as a result of Complainant's own acts, omissions, representations, and/or courses of conduct.

FIFTEENTH AFFIRMATIVE DEFENSE

Complainant's claims are barred in whole or in part by the doctrine of unclean hands.

SIXTEENTH AFFIRMATIVE DEFENSE

Complainant's Complaint, and each and every cause of action therein, is barred by the doctrine of waiver.

SEVENTEETH AFFIRMATIVE DEFENSE

The Complaint, and each and every cause of action alleged therein, is barred, or any damages reduced, in whole or in part, by the doctrines of impossibility and impracticality.

///

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
10801 W. CHARLESTON BLVD.
SUITE 500
Las Vegas, NV 89135
TELEPHONE: 702.366.6500

1 EIGHTEENTH AFFIRMATIVE DEFENSE

2 The Complaint, and each and every cause of action alleged therein, is barred because if any
3 contract exists, which Respondent denies, there was a modification of the alleged contract.

4 DATED this 23rd day of February, 2026.

5 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

6 /s/ Anthony L. Martin

7 Anthony L. Martin

8 Nevada Bar No. 8177

9 Cayla J. Witty

10 Nevada Bar No. 12897

11 10801 W. Charleston Blvd.

12 Suite 500

13 Las Vegas, NV 89135

14 *Attorneys for Respondent Legacy Traditional*
15 *School – Nevada, Inc.*

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CERTIFICATE OF SERVICE

I hereby certify that I electronically transmitted the attached **RESPONDENT LEGACY TRADITIONAL SCHOOL – NEVADA, INC.’S ANSWER TO COMPLAINANT’S VERIFIED COMPLAINT** to the following via email:

Marisu Romualdez Abellar
mabellar@emrb.nv.gov

Commissioner, Government Employee-Management Relations Board

Elisa Stewart
2950 N. Green Valley Pkwy., Apt. 927
Henderson, NV 89014
elisaste2039@gmail.com

Complainant

DATED this 23rd day of February, 2026.

/s/ Monica Gonzalez
AN EMPLOYEE OF OGLETREE, DEAKINS,
NASH, SMOAK & STEWART, P.C.