

Once again I feel the appeal process is the right way to go at this time. Having said that, if a 3M plan is to go forward, I feel that the people that are going to be most affected should be a part of the process of the 3M plan going forward, that being ranchers and Diamond Valley irrigators.

It is my feeling that this Moly mine has said all along that there would be no impact to Diamond Valley and the irrigators by the mine at all, and I have always disagreed totally with their assessment of this.

No one can really see what is happening underground and in the past, other water models have been wrong. Area ranchers are being hurt right now because too much water is being drawn out of the ground from mines, and this mine is closer to home than any of the others.

So at this time, I would like to ask the Eureka County Commissioners to stay the course with their appeal and take their time with the upcoming 3M plan. The county has won water issues in the past through litigation, and I feel that with proper guidance with this commission that they will prevail once again.

It is the Moly mine that needs Eureka County, not Eureka County that needs this Moly mine. They are the ones that should be coming to this community and making everything right for all the people that they are going to affect. They have already cost this county millions of dollars, and they need to make things right for all the county residents. Just do the right thing for a change.

Why can't we all work together and try to bring this water resource back into balance?

This is for the record to the Board of Eureka County Commissioners on this 19th day of September, 2011.

I am Mary Jean Echeagaray, a Diamond Valley irrigator. My late husband LeRoy, and I have been irrigators in this valley since 1974.

I have a comment that should be addressed about the 3M plan. There should be an irrigator on the planning committee that would represent the Diamond Valley flow system, which includes Kovich Valley. It should be an individual to represent the irrigators as well as the ranching and livestock sector. It is only fair we have a voice at the table along with Eureka County and the Moly mine.

Thanks to Eureka County Commissioners, Dennis, Jim and Mike. You have in my opinion as an irrigator done a good job on this very important water issue and it is my hope that we can continue as land irrigator in cooperation with the commissioners to work together until this water issue is resolved. I will have my ongoing support, especially on the appeals process. It is vital to all of us. Take your time on the 3M water plan and get it right.

Thank you.


Mary Jean Echeagaray

September 19th, 2011

Eureka County Commissioners' meeting

From: Marty Plaskett, 2nd generation owner of Diamond Valley Hay Co. and Eureka County resident since 1965.

Dear Commissioners:

In the matter of approving a three "M" plan for the effects of Mt. Hope water usage in Eureka County *I support* Eureka County's appeal of the State Water Engineer's latest decision to the fullest extent your Council sees fit.

Therefore, there is no logical reason or haste to move forward with a three "M" plan, especially one without trigger values or a monitoring well schematic in detail.

Prioritizing a defensive approach that protects current water users in the Eureka County, I feel General Moly should mitigate known negative effects from test pumping that already occurred in Kobeh Valley, before we can accept any Good Faith effort to maintain the health of the entire Flow System in Eureka County.

Thank you,

(s) Marty Plaskett
Marty Plaskett

JERRY SESTANOVICH
PO Box 62640
460 County Rd. 100
Eureka, Nevada 89316

September 19, 2011

Board of Eureka County Commissioners

Dear Friends:

I represent my family and our beet and hay production business. I am a lifelong resident of Eureka County. My wife and I have lived in Diamond Valley for 32 years, and raised 4 sons who are also residents of Eureka County.

Eureka has been put under a great deal of pressure to approve a 3M plan. I do not believe it is necessary to rush a plan through. Eureka has a good outline started, but needs to complete it further and in depth so it can be enforced. It is very important to have adequate triggers and security to make a 3M plan enforceable. Hopefully General Moly's water model is accurate, and no problems will come up. However, a water model is no more than a guess, for example, the dewatering models in northern Eureka County have proven to be extremely inaccurate. The cones of depression at these mines are much larger than projected.

Eureka County is currently appealing the ruling by the State Engineer on General Moly's water rights. Eureka County does not agree with the state's ruling. I question why Eureka is participating in a 3M plan with General Moly. I believe Eureka County should continue to create a solid, enforceable and secured 3M plan on its own. I don't feel there should be a rush to have a 3M plan done now, until the appeal process has been completed with the state.

Eureka County Commissioners remain justifiably committed to making General Moly settle with the people in Kobeh Valley who are affected by the mine's use of water there. I commend your support of Kobeh Valley residents, and I ask that you renew your commitment to have General Moly settle with Diamond Valley farmers also.

Thank you for your time.

Sincerely,

Jerry Sestanovich

Board of Eureka County Commissioners

September 19th 2011

Dear Sirs:

As for the 3M plan, it should be postponed indefinitely or until proper bonding and triggers are in place to insure proper mitigation of impact on water resources.

Sincerely,

1st *Donald F. Palmore*
Donald F. Palmore

SCHROEDER LAW OFFICES, P.C.

Laura A. Schroeder, Ph.D. | V. Scott Robinson, Ph.D. | Darin N. Cole | Corney B. Duke | Sarah R. Tierrett | Wyatt E. Riffe | Theresa A. Hays

September 18th, 2011

VIA ELECTRONIC AND US MAIL

Board of Eureka County Commissioner

P.O. Box 677

Bureka County, NV 89316

Chairman Leonard Florenzi - lfflorenzi@eurekanw.org

Jan Juhraide enrekapi@gmail.com

Mike Page = mpage@eurkany.org

RE: Comment: Mt. Hope Project's Proposed Monitoring, Management, and Mitigation Plan

Dear Commissioners

We are writing on behalf of Diamond Cattle Company LLC and Michel and Margaret Ann Etcheverry Family LP (collectively referred to as Etcheverry) to provide public comment and testimony as to the draft of proposed Nevada Division of Water Resource Monitoring, Management, and Mitigation Plan for the Mt. Hope Project identified as NM Draft 2011-08-04 rev 02. This plan as drafted will not adequately protect Etcheverry's existing water rights of use, and Lureka County should not approve this NM Plan.

While it is noted that the State Engineer (SE) approved Kibeh Valley Ranch, Inc.'s (KVR) application in Ruling #6127, permits for judicial review (PJR's) were filed by no less than three groups or entities. It is acknowledged that this ruling conditions the approval of her applications and water use on drafting a 3M Plan subject to the approval of Eureka County and the SE. However, we would caution Eureka County, as an entity who filed a PJR, not to engage in the 3M Plan process unless and until the Nevada Courts approve Ruling #6127 of KVR's applications are amended so as to not violate Nevada Law, and not impair any existing water rights of use.

KVR and Echeverra-Moly LLC (EMELLC) acknowledge in the current draft 3M Plan that they will cause injury to existing rights. As a rancher, landowner, and water right and vested claim holder, Echeverry ranching and livestock operations will be adversely affected. Loss of water to any Echeverry operation will be significant and will detrimentally impact their interests. *See excerpt below from the SE Hearing as to effects on one of Echeverry's interests.*

The County must consider the interests of its existing community and residents to ensure that the stability and foundation of the County remain whole.

PROOF OF SERVICE

Pursuant to NRAP 25(d), I hereby certify that on the 26th day of July, 2013, I caused a copy of the foregoing JOINT APPENDIX VOLUMES 1 THROUGH 8 to be served on the following parties as outlined below:

VIA COURT'S EFLEX ELECTRONIC FILING SYSTEM:

Francis Wikstrom
Jessica Prunty
Cassandra Joseph
Dana Walsh
Gary Kvistad
Bradford Jerbic
Daniel Polsenberg
Bradley Herrema
Michael Pagni
Jeffrey Barr
Debbie Leonard
Josh Reid
Theodore Beutel
Karen Peterson
John Zimmerman
Francis Flaherty
Paul Taggart
Michael Rowe
Gregory Walch
James Erbeck
Jennifer Mahe
Dawn Ellerbrock
Neil Rombardo
Ross de Lipkau

///

///

VIA US MAIL, POSTAGE PRE-PAID
ADDRESSED AS FOLLOWS:

William E. Nork, Settlement Judge
825 W. 12th Street
Reno, NV 89503

Dated this 26th day of July, 2013.

/s/ Therese A. Ure

THERESE A. URE, NSB# 10255

Schroeder Law Offices, P.C.

440 Marsh Avenue

Reno, NV 89509

PHONE (775) 786-8800;

FAX (877) 600-4971

counsel@water-law.com

Attorneys for Appellants Michel and
Margaret Ann Etcheverry Family, LP,
Diamond Cattle Company LLC, and
Kenneth F. Benson

SCHROEDER LAW OFFICES, P.C.
Laura A. Schroeder, NSB #3595
Therese A. Ure, NSB #10255
440 Marsh Ave.; Reno, Nevada 89509-1515
PHONE: (775) 786-8800; FAX: (877) 600-4971
counsel@water-law.com
Attorneys for Appellants

Electronically Filed
Jul 29 2013 09:45 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

IN THE SUPREME COURT
OF THE STATE OF NEVADA

EUREKA COUNTY, a political subdivision of
the State of Nevada; KENNETH F. BENSON,
individually; DIAMOND CATTLE
COMPANY, LLC, a Nevada limited liability
company; and, MICHEL AND MARGARET
ANN ETCHEVERRY FAMILY, LP, a
Nevada registered foreign limited partnership,
Appellants,

v.

THE STATE OF NEVADA STATE
ENGINEER; THE STATE OF NEVADA
DIVISION OF WATER RESOURCES; and
KOBEN VALLEY RANCH, LLC, a Nevada
limited liability company,

Respondents.

Case No. 61324

MICHEL AND MARGARET ANN
ETCHEVERRY FAMILY, LP, a Nevada
registered foreign limited partnership;
DIAMOND CATTLE COMPANY, LLC, a
Nevada limited liability company; and,
KENNETH F. BENSON, individually,
Appellants,

v.

STATE ENGINEER, OF NEVADA, OFFICE
OF THE STATE ENGINEER,
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES; and KOBEN
VALLEY RANCH, LLC, a Nevada limited
liability company,

Respondents.

Case No. 63258
(Consolidated with
Case No. 61324)

JOINT APPENDIX
VOLUME 4

APPENDIX SUMMARY

Chronological Order by Filing Date

Document	Filing Date	Vol.	3MJA Page Nos.
Letter from State Engineer Approving 3M Plan	June 6, 2012	I	1
Petition for Judicial Review	July 5, 2012	I	2-35
Lisa Morlan's Affidavit of Service of Notice of Petition for Judicial Review and Petition for Judicial Review	July 18, 2012	I	36-38
State Engineer's Record on Appeal Vol. 1	August 3, 2012	I	39
Vol. 1 - SE ROA Summary SE ROA 39-42		I	39-42
Vol. 1 – SE ROA Conti. SE ROA 43-52		I	42-95
Vol. 1 – SE ROA Conti. SE ROA 53-132		II	96-175
Vol. 1 – SE ROA Conti. SE ROA 133-218		III	176-261
Vol. 1 – SE ROA Conti. SE ROA 219-249		IV	262-292
Vol. 1 – SE ROA Conti. SE ROA 250-251		V	293-294
State Engineer's Record on Appeal Vol. 2	August 3, 2012	V	295
Vol. 2 – SE ROA Summary SE ROA 295		V	295

Document	Filing Date	Vol.	3MJA Page Nos.
Vol. 2 – SE ROA Conti. SE ROA 252-376	August 3, 2012	V	296-420
Vol. 2 – SE ROA Conti. SE ROA 377-448		VI	421-492
State Engineer's Supplemental Record on Appeal	August 15, 2012	VI	493
Supplemental Record Summary SUP SE ROA		VI	493-495
Supplemental Record SUP SE ROA 1-29		VI	495-525
Kobeh Valley Ranch, LLC's Answer to Petition for Judicial Review	August 17, 2012	VI	526-531
Petitioners' Opening Brief	November 5, 2012	VI	532-576
Kobeh Valley Ranch's Answering Brief	Dec. 20, 2012	VI	577-610
State Engineer's Answering Brief	Dec. 20, 2012	VII	611-629
Petitioner's Reply Brief	February 1, 2013	VII	630-646
Transcript of Oral Argument	April 15, 2013	VII	647-719
Findings of Fact, Conclusions of Law, and Judgment	May 17, 2013	VIII	720-736
Petitioners' Notice of Appeal	May 21, 2013	VIII	737-739
Notice of Entry of Findings of Fact, Conclusions of Law, and Judgment	May 23, 2013	VIII	740-761

Document	Filing Date	Vol.	3MJA Page Nos.
Proof of Service of Notice of Entry of Findings of Fact, Conclusions of Law, and Judgment	May 23, 2013	VIII	742

APPENDIX SUMMARY

Alphabetical Order

Document	Filing Date	Vol.	3MJA Page Nos.
Findings of Fact, Conclusions of Law, and Judgment	May 17, 2013	VIII	720-736
Kobeh Valley Ranch, LLC's Answer to Petition for Judicial Review	August 17, 2012	VI	526-531
Kobeh Valley Ranch's Answering Brief	Dec. 20, 2012	VI	577-610
Letter from State Engineer Approving 3M Plan	June 6, 2012	I	1
Lisa Morlan's Affidavit of Service of Notice of Petition for Judicial Review and Petition for Judicial Review	July 18, 2012	I	36-38
Notice of Entry of Findings of Fact, Conclusions of Law, and Judgment	May 23, 2013	VIII	740-761
Petition for Judicial Review	July 5, 2012	I	2-35
Petitioners' Notice of Appeal	May 21, 2013	VIII	737-739
Petitioners' Opening Brief	November 5, 2012	VI	532-576
Petitioners' Reply Brief	February 1, 2013	VII	630-646
Proof of Service of Notice of Entry of Findings of Fact, Conclusions of Law, and Judgment	May 23, 2013	VIII	742
State Engineer's Answering Brief	Dec. 20, 2012	VII	611-629

Document	Filing Date	Vol.	3MJA Page Nos.
State Engineer's Record on Appeal Vol. 1	August 3, 2012	I	39
Vol. 1 - SE ROA Summary SE ROA 39-42		I	39-42
Vol. 1 – SE ROA Conti. SE ROA 43-52		I	42-95
Vol. 1 – SE ROA Conti. SE ROA 53-132		II	96-175
Vol. 1 – SE ROA Conti. SE ROA 133-218		III	176-261
Vol. 1 – SE ROA Conti. SE ROA 219-249		IV	262-292
Vol. 1 – SE ROA Conti. SE ROA 250-251		V	293-294
State Engineer's Record on Appeal Vol. 2	August 3, 2012	V	295
Vol. 2 – SE ROA Summary SE ROA 295		V	295
Vol. 2 – SE ROA Conti. SE ROA 252-376	August 3, 2012	V	296-420
Vol. 2 – SE ROA Conti. SE ROA 377-448		VI	421-492
State Engineer's Supplemental Record on Appeal	August 15, 2012	VI	493

Document	Filing Date	Vol.	3MJA Page Nos.
Supplemental Record Summary SUP SE ROA	August 15, 2012	VI	493-495
Supplemental Record SUP SE ROA 1-29		VI	495-525
Transcript of Oral Argument	April 15, 2013	VII	647-719

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

CERTIFICATE OF SERVICE

I certify that on this 9th day of June, 2015, the foregoing **DEFENDANT WESTERN
PROPERTY HOLDINGS, LLC'S ANSWER TO PLAINTIFFS' FIRST AMENDED
CLASS ACTION COMPLAINT** was served via Odyssey electronic service on the following:

Ryan M. Anderson
ryan@morrisandersonlaw.com
Jacqueline Bretell
jacquie@morrisandersonlaw.com
Morris Anderson Law
716 Jones Blvd.
Las Vegas, NV 89107
Attorneys for Plaintiffs

/s/ Laura J. Thalacker
An Employee of Hartwell Thalacker, Ltd.


CLERK OF THE COURT

ANAC
Laura J. Thalacker
Nevada Bar No. 5522
Doreen Spears Hartwell
Nevada Bar No. 7525
Hartwell Thalacker, Ltd.
11920 Southern Highlands Pkwy.
Suite 201
Las Vegas, NV 89141
Phone: 702-850-1074
Fax: 702-508-9551
Laura@HartwellThalacker.com
Doreen@HartwellThalacker.com
Attorneys for Defendants

DISTRICT COURT
CLARK COUNTY, NEVADA

JANE DOE DANCER, I through V,
Individually, and on behalf of Class of
Similarly Situated Individuals,

Plaintiffs,

v.

LA FUENTE, INC., an active Nevada
Corporation, WESTERN PROPERTY
HOLDINGS, LLC, an active Nevada
Limited Liability Company (all d/b/a/
CHEETAHS LAS VEGAS and/or THE
NEW CHEETAHS GENTLEMAN'S
CLUB), DOE CLUB OWNER, I—X,
DOE EMPLOYER, I—X, ROE CLUB
OWNER, I-X, ROE EMPLOYER, I-X,

Defendants.

CASE NO. A-14-709851-C
Dept. No. 4

DEFENDANT WESTERN PROPERTY
HOLDINGS, LLC'S ANSWER TO
PLAINTIFFS' FIRST AMENDED
CLASS ACTION COMPLAINT

DEFENDANT WESTERN PROPERTY HOLDINGS, LLC ("Western Property") hereby
timely submits its Answer to the First Amended Class Action Complaint on file herein, and
alleges and avers as follows:

JURISDICTION AND VENUE

1. Answering Paragraph 1, Western Property admits that this Honorable Court has

- 1 8. Western Property admits the allegations of Paragraph 8 of Plaintiffs' First Amended
2 Complaint.
- 3 9. Western Property admits the allegations of Paragraph 9 of Plaintiffs' First Amended
4 Complaint.
- 5 10. Answering Paragraph 10, Western Property admits that Defendant La Fuente is an
6 owner/operator of Cheetah's, and that Cheetah's is a "gentleman's club" and "topless
7 cabaret" located at 2112 Western Avenue, Las Vegas, NV 89102. Western Property
8 denies that it has any ownership interest in, or exercises any control over, Cheetah's.
9 Western Property denies all remaining allegations of Paragraph 10 of Plaintiffs' First
10 Amended Complaint.
- 11 11. Western Property is without knowledge or information sufficient to form a belief as to the
12 truth of the allegations in Paragraph 11 of Plaintiffs' First Amended Complaint and,
13 therefore, denies the allegations.
- 14 12. Western Property is without knowledge or information sufficient to form a belief as to the
15 truth of the allegations in Paragraph 12 of Plaintiffs' First Amended Complaint and,
16 therefore, denies the allegations.
- 17 13. Western Property is without knowledge or information sufficient to form a belief as to the
18 truth of the allegations in Paragraph 13 of Plaintiffs' First Amended Complaint and,
19 therefore, denies the allegations.
- 20 14. Western Property is without knowledge or information sufficient to form a belief as to the
21 truth of the allegations in Paragraph 14 of Plaintiffs' First Amended Complaint and,
22 therefore, denies the allegations.
- 23
24
25
26
27
28

///

///

1 24. Western Property is without knowledge or information sufficient to form a belief as to the
2 truth of the allegations in Paragraph 24 of Plaintiffs' First Amended Complaint and,
3 therefore, denies the allegations.

4 25. Western Property is without knowledge or information sufficient to form a belief as
5 whether "individual members of the Class have little interest in controlling the
6 prosecution of separate actions," but denies that the "amounts of their claims are too
7 small to warrant the expense of prosecuting litigation of this volume and complexity."

8 26. Western Property denies the allegations of Paragraph 26 of Plaintiffs' First Amended
9 Complaint.

10 27. Western Property denies the allegations of Paragraph 27 of Plaintiffs' First Amended
11 Complaint.

12 28. Western Property denies the allegations of Paragraph 28 of Plaintiffs' First Amended
13 Complaint.

14 29. Western Property is without knowledge or information sufficient to form a belief as to the
15 truth of the allegations in Paragraph 29 of Plaintiffs' First Amended Complaint and,
16 therefore, denies the allegations.

17
18
19 **FACTUAL ALLEGATIONS**

20 30. Western Property is without knowledge or information sufficient to form a belief as to the
21 truth of the allegations in Paragraph 30 of Plaintiffs' First Amended Complaint and,
22 therefore, denies the allegations.

23 31. Western Property denies the allegations of Paragraph 31 of Plaintiffs' First Amended
24 Complaint.

25 32. Western Property denies the allegations of Paragraph 32 of Plaintiffs' First Amended
26 Complaint.
27
28

1 36. Western Property denies the allegations of Paragraph 36 of Plaintiffs' First Amended
2 Complaint.

3 37. Answering Paragraph 37, Western Property admits that it did not pay wages to exotic
4 dancers who currently perform, or have previously performed, at Cheetah's, but denies it
5 was required to do so by the Minimum Wage Amendment and the NWHL. Additionally,
6 Western Property states that exotic dancers at Cheetah's received service charges, that
7 these service charges were not tips or gratuities, and that these service charges were
8 sufficient to satisfy any putative minimum wage that La Fuente or Western Property
9 allegedly owes or owed to exotic dancers.

10
11 38. Answering Paragraph 38, Western Property denies that it required anything of any exotic
12 dancer who currently performs, or who has ever performed, at Cheetah's. However,
13 Western Property admits that some dancers performing at Cheetah's voluntarily chose to
14 give tips to other individuals working at Cheetah's, including but not limited to the
15 "house mom[s]" the Director/DJ, the manager, the bartenders, and security
16 guards/bouncers. However, Western Property further states that tipping these La Fuente
17 employees was at all relevant times purely voluntary, and was never a requirement of any
18 exotic dancer. Western Property admits that dancers paid a fee to Defendant La Fuente to
19 work a shift and another fee if such dancers chose not to dance on the stage. However,
20 Western property further states that such fees were paid only to La Fuente and not to
21 Western Property. Western Property denies that any dancer was ever required to dance on
22 stage, and notes that the fee for choosing not to dance on stage was waived in the event
23 that a dancer performed in a "VIP Room." Western Property denies that any of these
24 regulations constituted "conditions of employment." Western Property is without
25 knowledge or information sufficient to form a belief as to the truth of the remaining
26
27
28

1 “aspects of Plaintiffs’ employment.” Western Property denies all other factual allegations
2 of Paragraph 39 of Plaintiffs’ First Amended Complaint.

3 40. Western Property denies the allegations of Paragraph 40 of Plaintiffs’ First Amended
4 Complaint.

5 41. Western Property denies the allegations of Paragraph 41 of Plaintiffs’ First Amended
6 Complaint.

7 42. Western Property denies the allegations of Paragraph 42 of Plaintiffs’ First Amended
8 Complaint.

9 43. Western Property denies the allegations of Paragraph 43 of Plaintiffs’ First Amended
10 Complaint, and further states that it was not legally required to notify Plaintiffs and the
11 Class of legal right pursuant to NRS 608.013 because it was not the “employer” of the
12 Plaintiffs and the Plaintiffs were not “employees” of Western Property.

13 44. Western Property denies the allegations of Paragraph 44 of Plaintiffs’ First Amended
14 Complaint.

15 45. Western Property denies the allegations of Paragraph 45 of Plaintiffs’ First Amended
16 Complaint.

17
18
19 **FIRST CAUSE OF ACTION**

20 46. Western Property incorporates the foregoing responses as though fully set forth herein.

21 47. Western Property denies the allegations of Paragraph 47 of Plaintiffs’ First Amended
22 Complaint.

23 48. Western Property denies the allegations of Paragraph 48 of Plaintiffs’ First Amended
24 Complaint.

25 49. Western Property denies the allegations of Paragraph 49 of Plaintiffs’ First Amended
26 Complaint.
27
28

1 **THIRD AFFIRMATIVE DEFENSE**

2 No exotic dancers who currently dance, or who have ever danced, at Cheetah's were
3 ever La Fuente's "employees" as that term is defined by the NWHL or Article 15, Section 16 of
4 Nevada Constitution.

5 **FOURTH AFFIRMATIVE DEFENSE**

6 Any claims by exotic dancers who currently dance, or who have ever danced, at
7 Cheetah's are barred in whole or in part by the applicable statute of limitations.

8 **FIFTH AFFIRMATIVE DEFENSE**

9 Punitive or exemplary damages are not appropriate to the extent that the claims asserted
10 in the First Amended Complaint sound in contract and not in tort.

11 **SIXTH AFFIRMATIVE DEFENSE**

12 The claims asserted in the First Amended Complaint should not proceed as a class action
13 to the extent that the factual and legal issues will not be similar to all members of the putative
14 class, and to the extent they seek to assert or recover on claims on behalf of individuals who are
15 not fairly representative of the class as required by N.R.C.P. 23.

16 **SEVENTH AFFIRMATIVE DEFENSE**

17 Because there is no named or representative Plaintiff in this case, no representative
18 Plaintiff can fairly and adequately protect the interests of the entire class of Plaintiffs, as required
19 by N.R.C.P. 23(a).

20 **EIGHTH AFFIRMATIVE DEFENSE**

21 No exotic dancers who currently dance, or who have ever danced, at Cheetah's are
22 entitled to pursue a claim of attorneys' fees against La Fuente because no such dancers made a
23 written demand on La Fuente for a sum not exceeding the amount of wages due at least five days
24 before filing this civil action, as required by N.R.S. § 608.140.

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

THIRTEENTH AFFIRMATIVE DEFENSE

At all relevant times, all exotic dancers who currently dance, or who have ever danced, at Cheetah’s received more than the Nevada minimum wage for each hour they performed.

FOURTEENTH AFFIRMATIVE DEFENSE

Upon information and belief, one or more Plaintiff and/or proposed Class Member in this civil action has signed a valid and binding agreement to submit all claims asserted in this civil action to individual arbitration. La Fuente reserves the right to request that this Honorable Court submit all such Plaintiffs’ claims to individual arbitration.

FIFTEENTH AFFIRMATIVE DEFENSE

The Amended Complaint’s Fourth Cause of Action (Unjust Enrichment) is preempted by Article 15, Section 16 of the Nevada Constitution and NWHL.

SIXTEENTH AFFIRMATIVE DEFENSE

The Amended Complaint’s Fourth Cause of Action (Unjust Enrichment) is barred by agreements of the parties governing the terms of their relationship.

SEVENTEENTH AFFIRMATIVE DEFENSE

The Amended Complaint’s Third Cause of Action is barred because there is no private right of action under the statutes cited therein.

RESPONSE TO PLAINTIFFS’ CLASS ACTION PRAYER

La Fuente requests that this Honorable Court NOT CERTIFY this action as a Class Action pursuant to N.R.C.P. 23, NOT DESIGNATE Plaintiffs as Class Representatives, and NOT DESIGNATE their counsel as Class Counsel for all claims stated herein.

RESPONSE TO PLAINTIFFS’ JURY TRIAL DEMAND

All or part of Plaintiffs’ and the proposed Class Members’ claims in the Amended Complaint are subject to mandatory individual arbitration and, therefore, La Fuente requests that

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

CERTIFICATE OF SERVICE

I certify that on this 9th day of June, 2015, the foregoing **DEFENDANT LA FUENTE, INC.'S ANSWER TO PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT** was served via Odyssey electronic service on the following:

Ryan M. Anderson
ryan@morrisandersonlaw.com
Jacqueline Bretell
jacquie@morrisandersonlaw.com
Morris Anderson Law
716 Jones Blvd.
Las Vegas, NV 89107
Attorneys for Plaintiffs

/s/ Laura J. Thalacker
An Employee of Hartwell Thalacker, Ltd.

