

# VOLUME 2

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

MDC RESTAURANTS, LLC, a Nevada  
limited liability company; LAGUNA  
RESTAURANTS, LLC, a Nevada limited  
liability company; INKA, LLC, a Nevada  
limited liability company,  
Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA  
in and for the County of Clark and THE  
HONORABLE TIMOTHY C.  
WILLIAMS, District Court Judge,  
Respondents,

vs.

PAULETTE DIAZ, an individual;  
LAWANDA GAIL WILBANKS, an  
individual; SHANNON OLSZYNSKI, an  
individual; and CHARITY FITZLAFF, an  
individual, on behalf of themselves and all  
similarly-situated individuals,  
Real Parties in Interest.

**Case No.**

District Court Case No. A-14-  
701633-C

District Court Dept. No. XVI

**PETITIONERS' APPENDIX**

RICK D. ROSKELLEY, ESQ., Nevada Bar # 3192  
ROGER L. GRANDGENETT II, ESQ., Nevada Bar # 6323  
MONTGOMERY Y. PAEK, ESQ., Nevada Bar #10176  
KATHRYN B. BLAKEY, ESQ., Nevada Bar # 12701  
LITTLER MENDELSON, P.C.  
3960 Howard Hughes Parkway, Suite 300  
Las Vegas, NV 89169-5937  
Telephone: 702.862.8800  
Fax No.: 702.862.8811  
Attorneys for Petitioners

## **INDEX OF APPENDIX**

<b>Name of Document</b>	<b>Appendix</b>	<b>Page Number</b>
May 20, 2014 Class Action Complaint and June 5, 2014 Amended Class Action Complaint on June 5, 2014	Vol. 1	001-031
July 22, 2014 Answer to the Amended Class Action Complaint	Vol. 1	032-042
April 24, 2015 Plaintiff's Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief	Vol. 1	043-149
May 22, 2015 Defendants' Opposition to Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief	Vol. 1	150-167
June 5, 2015 Plaintiff's Reply to Defendants' Opposition to Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief	Vol. 1	168-207
June 25, 2015 minutes of hearing	Vol. 1	208
June 25, 2015 hearing transcript	Vol. 2	209-261
July 1, 2015, minute order regarding the hearing held on June 25, 2015	Vol. 2	262
July 17, 2015, the Notice of Order Regarding Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief	Vol. 2	263-269
July 9, 2015, hearing transcript on Plaintiff's Motion for Class Certification Pursuant to NRCP 23	Vol. 2	270-342
July 30, 2014, Notice of Petition for Writ of Mandamus or Prohibition	Vol. 2	343-345
June 8, 2015 Plaintiff's Motion for Class Certification Pursuant to NRCP 23	Vol. 3	346-501
June 25, 2015 Defendants' Opposition to this Motion for Class Certification	Vol. 4	502-769

July 16, 2015 Supplemental Brief in Support of Plaintiffs' Motion for Class Certification Pursuant to N.R.C.P. 23	Vol. 5	770-819
---	--------	---------

## **PROOF OF SERVICE**

I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the within action. My business address is 3960 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada 89169. On July 30, 2015, I served the within document:

## **PETITIONERS APPENDIX**

☒ Via **Electronic Service** - pursuant to N.E.F.C.R Administrative Order: 14-2.

Don Springmeyer, Esq.  
Bradley Schrager, Esq.  
Daniel Bravo, Esq.  
Wolf, Rifkin, Shapiro, Schulman &  
Rabkin, LLP  
3556 E. Russell Road, 2nd Floor  
Las Vegas, NV 89120-2234  
Attorneys for Real Party in Interest

Honorable Timothy C. Williams  
Eighth Judicial District Court, Dept. 16  
200 Lewis Avenue  
Las Vegas, NV 89155  
Respondents

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on July 30, 2015, at Las Vegas, Nevada.

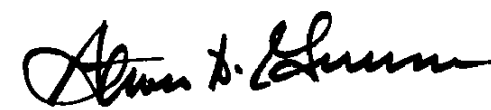
/s/ Erin J. Melwak  
Erin J. Melwak

1 CASE NO. A701633

Electronically Filed  
07/27/2015 04:03:57 PM

2 DOCKET U

3 DEPT. 16



CLERK OF THE COURT

4

5

6

DISTRICT COURT

7

CLARK COUNTY, NEVADA

8

\* \* \* \* \*

9

PAULETTE DIAZ,

)

10

Plaintiff,

)

)

11

vs.

)

)

12

MDC RESTAURANTS LLC,

)

)

13

Defendant.

)

)

)

14

REPORTER'S TRANSCRIPT  
OF  
MOTIONS

15

16

17

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

18

DISTRICT COURT JUDGE

19

20

DATED THURSDAY, JUNE 25, 2015

21

22

23

24

REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

25

1 APPEARANCES:

2 For the Plaintiff:

3 WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP  
4 BY: BRADLEY SCHRAGER, ESQ.  
BY: DANIEL BRAVO, ESQ.  
5 BY: JORDAN BUTLER, ESQ.  
3556 EAST RUSSELL ROAD  
6 LAS VEGAS, NV 89120  
(702) 341-5200  
(702) 341-5300 Fax  
7 DSPRINGMEYER@WRSLAWYERS.COM

8  
9 For the Defendant:

10 LITTLER MENDELSON  
11 BY: MONTGOMERY Y. PAEK, ESQ.  
BY: KATHRYN BLAKEY, ESQ.  
12 3960 HOWARD HUGHES PARKWAY  
SUITE 300  
13 LAS VEGAS, NV 89169  
(702) 862-8800  
(702) 862-8811 (Fax)  
14 MPAEK@LITTLER.COM

15

16

17

\* \* \* \* \*

18

19

20

21

22

23

24

25

1 LAS VEGAS, NEVADA; THURSDAY, JUNE 25, 2015

2 9:17 A.M.

3 P R O C E E D I N G S

4 \* \* \* \* \*

5  
6 THE COURT: All right. Let's move on to next  
7 up will be page 2, Diaz versus MDC Restaurants, LLC.

8 MR. PAEK: Good morning, your Honor.  
9 Montgomery Paek on behalf of the defendant.

09:28:32 10 MS. BLAKEY: Kathryn Blakey on behalf of  
11 defendants.

12 MR. SCHRAGER: Your Honor, Bradley Schrager  
13 for plaintiffs.

14 MR. BUTLER: Good morning, your Honor. Jordan  
09:28:40 15 Butler for plaintiffs.

16 MR. BRAVO: Daniel Bravo on behalf of  
17 plaintiffs.

18 THE COURT: Good morning.

19 Let's see. This is plaintiff's Motion for  
09:28:57 20 Partial Summary Judgment on liability as to the first  
21 claim for relief. That's my understanding.

22 Is that correct?

23 MR. SCHRAGER: That's correct, your Honor.

24 THE COURT: All right.

09:29:04 25 Sir.



09:29:05

1 MR. SCHRAGER: Thank you, your Honor.

2 We haven't been in on this case before, your  
3 Honor, and I think if there's one thing you can  
4 seriously say about this case, we bring you very  
5 interesting questions for your consideration.

09:29:17

6 THE COURT: Oh, yeah. They are clearly --  
7 clearly questions of first impressions. I will say  
8 that.

9 MR. SCHRAGER: Yes.

09:29:22

10 Just to recap, there are -- in Nevada  
11 Constitution under the Minimum Wage Amendment, there  
12 are two tiers of minimum wage. There's is the  
13 baseline, which is 8.25, and then there is 7.25 if you  
14 qualify as an employer to pay less than 8.25. The  
15 question here is what does an employer have to do in  
16 order to qualify for the privilege of paying less than  
17 8.25? The constitutional command is the employer must  
18 provide health benefits in the form of health insurance  
19 at a particular cost.

09:29:50

20 The question is what does that mean? What  
21 does it mean to provide? And defendants, I think,  
22 agree that that's the sort of smallest circle of  
23 interpretation. What does it mean to provide those  
24 benefits to one's employees?

09:30:03

25 Well, there's several ways we can approach

09:30:04 1 that as sort of layers our way through it. The first  
2 one is what does that word mean? And that is why you  
3 get into, as you saw in our briefing, is a dictionary  
4 battle, right? Everyone has got their definition of  
09:30:18 5 what "provide" means, and we obviously differ as to  
6 what the important aspects of that definition are for  
7 your Honor's determination.

8 We say it means supply, furnish, you have to  
9 give over the insurance. They contend no, no, no. All  
09:30:31 10 it means is we have to offer some form of insurance.

11 THE COURT: Why does that matter? And the way  
12 I'm looking at it from perspective -- and I don't  
13 remember this coming up because I am in trial right  
14 now -- but I was thinking about it. Is there any  
09:30:44 15 evidence? They talk about offer, and that's the  
16 defense perspective. But I would think -- are they  
17 saying that it was offered and she somehow rejected  
18 insurance coverage?

19 MR. SCHRAGER: That's correct.

09:30:56 20 THE COURT: Okay.

21 MR. SCHRAGER: That's correct. In fact, from  
22 discovery the vast majority of defendant's employees do  
23 reject it for reasons we can talk about later on.

24 THE COURT: All right.

09:31:08 25 MR. SCHRAGER: So you have this vast group of

09:31:10 1 employees who are being paid 7.25 but don't have the  
2 insurance, right?

3 Well, I know --

4 THE COURT: Here -- and, well, here's the next  
09:31:18 5 question I have then: If that was okay, why would they  
6 have two tiers?

7 MR. SCHRAGER: That's exactly right. The  
8 second tier --

9 THE COURT: Do you understand what I'm saying?  
09:31:27 10 It's like, okay. Why would you have two tiers if there  
11 wasn't some meaning to the lower tier, i.e., hourly  
12 wages plus health insurance? If you understand? You  
13 see where I'm kind of going?

14 MR. SCHRAGER: I do. I do. And that's --

09:31:44 15 THE COURT: Because if that was the case, then  
16 it would be okay -- there would be one minimum wage and  
17 everyone has to be offered health insurance  
18 potentially.

19 MR. SCHRAGER: Yes. I think the point that  
09:31:54 20 your Honor is making is that the lower tier has to have  
21 substance. There has to be something in exchange for  
22 losing that dollar.

23 THE COURT: Right.

24 MR. SCHRAGER: Right. Okay. I mean, I can --  
09:32:02 25 I can go through the layers. You sort of skipped to

09:32:04 1 the last layer, which I think is the meaning of the  
2 amendment at large.

3 THE COURT: I mean, ultimately I have to look  
4 at that, don't I?

09:32:11 5 MR. SCHRAGER: Absolutely.

6 THE COURT: Because -- I will give you an  
7 example. Because they are -- our US Supreme Court from  
8 the *King versus Burwell* case. You know, as it dealt  
9 with the Affordable Care Act. It's my -- I mean, I  
09:32:24 10 haven't read the entire decision, but I had great  
11 interest this morning as I was getting up reading on my  
12 iPad about the decision, and it appears that's one of  
13 the thrust of our Supreme Court's decision that was  
14 authored by Justice Roberts. He looked at the whole  
09:32:37 15 act as part of this analysis. Because that also dealt  
16 with --

17 MR. SCHRAGER: Yeah.

18 THE COURT: -- a few -- the meaning of a few  
19 words.

09:32:44 20 MR. SCHRAGER: Three words. Exactly.

21 THE COURT: Exactly.

22 MR. SCHRAGER: I had a chance this morning as  
23 well, following it with interest. Also, and one of the  
24 things Justice Roberts says is to the appellate -- to  
09:32:55 25 the appellants in that matter, "It's simply implausible

09:32:59 1 that Congress intentioned the law to function the way  
2 you're saying."

3 THE COURT: Right.

4 MR. SCHRAGER: That's essentially the same  
09:33:04 5 thing they're saying here. It's not plausible that the  
6 voters of Nevada who approved this twice by an  
7 overwhelming version meant that the lower tier to mean  
8 essentially nothing. I think that's exactly right.

9 Well, going back to the dictionary battles,  
09:33:17 10 which I know courts love, I actually turned it into a  
11 thesaurus battle as well because -- to counter  
12 defendant's definitions of what "provide" means. I  
13 looked up in the thesaurus what the synonyms of provide  
14 would be. "Offer" doesn't appear, but there are dozens  
09:33:34 15 of words that do appear. Words like administer,  
16 bestow, impart, give over, maintain, render, sustain,  
17 transfer, yield.

18 Your Honor, I even looked at the Latin.  
19 Provide comes from the Latin *providere*, which means to  
09:33:51 20 foresee. In other words, to anticipate a need and to  
21 meet it. There is substance to this. So I think that  
22 just on the plain language, they're already behind the  
23 eight ball with their -- you know, with their  
24 definition, because provide has to mean something, and  
09:34:04 25 the weight of that word is to give over some thing.

09:34:08 1 Right? Not really to offer something.

2           It doesn't even really work. You know, their

3 version of it doesn't even work in plain English. If

4 you were going to ask someone, "Sir, do you have health

09:34:17 5 insurance?"

6           "Yes, my offer -- my employee provides it."

7           "Ma'am, do you have health insurance?"

8           "No. My offer -- my employer just provides

9 it."

09:34:25 10           That doesn't even make sense. You'd have to

11 ask, "What does that even mean? Do they provide it or

12 do they not?"

13           Now, a dictionary battle oftentimes will

14 indicate to the Court that there is ambiguity within

09:34:39 15 the text, but before we even get to full-blown

16 ambiguity, which allows the Court to look a matter of

17 things --

18           THE COURT: Well, I mean, ultimately I have to

19 decide whether "provide" is ambiguous or not.

09:34:48 20           MR. SCHRAGER: True. Absolutely. But before

21 you even get to that, I think courts need to still

22 struggle with trying to work it out from the language

23 itself. So what you do is you look at the surrounding

24 concepts, the way "provide" is situated in its

09:35:01 25 paragraph, the sentences that come before and after.

09:35:02 1 And I think that defendants would be forced to agree  
2 with that, because even to get to the interpretation  
3 that "provide" means offer, it's an act of  
4 interpretation. Because flatly, your Honor, it doesn't  
09:35:12 5 say "offer."

6 The authors of the amendment could have simply  
7 said, "You get 8.25 if your employer doesn't offer  
8 these benefits. You get 7.25 if your provider does  
9 offer those benefits." That's not the command; the  
09:35:27 10 command is provide.

11 But looking at it within its context just in  
12 the language, provide within the language of the  
13 amendment, there's the first sentences that say -- you  
14 know, that contain the command. If you provide, you  
09:35:43 15 pay this. If you don't provide, you pay that.

16 The next sentence reads, "Offering health  
17 benefits within the meaning of this section shall  
18 consist of making health insurance available to the  
19 employee for the employee and the employee's dependents  
09:35:57 20 at a total cost to the employee of premiums of not more  
21 than 10 percent of employee's gross taxable income from  
22 the employer."

23 Now, in defendant's interpretation, they're  
24 saying that's what makes "offer" and "provide"  
09:36:11 25 synonymous. It doesn't do that. In fact, it does

09:36:15 1 quite the opposite. If you read those two sentences,  
2 or those three sentences really, the two provides and  
3 the offer together, what it's saying is you can offer  
4 one or three or a dozen different plans. In fact, it  
09:36:28 5 would be terrific if you did because that would give  
6 the employees some choice among the range of options.  
7 That doesn't comply with the command. The command is  
8 to provide. Offering is a -- is precursory conduct to  
9 providing. But you must provide to meet the command of  
09:36:46 10 the statute.

11 And, in fact, the use of offering in that  
12 sentence precludes, under the rules of statutory  
13 construction, that provide in the previous sentences  
14 means to offer. Obviously the drafters of the  
09:36:59 15 amendment knew what the word "offer" meant. They knew  
16 how to use it. They didn't employee it. But if you  
17 use two different words, statutory construction tells  
18 us you mean two different concepts.

19 So right off the bat again, within just the  
09:37:14 20 linguistic construct of that particular paragraph,  
21 offering, which isn't even used as an -- it's an gerund  
22 there. It's an act of offering -- is subsumed under  
23 what you must actually do, which is provide the health  
24 insurance.

09:37:29 25 So that's sort of strike two. That's the



09:37:32 1 plain language, the meaning of provide. And number  
2 two, the meaning of it linguistically within this  
3 particular paragraph.

09:37:41 4 Now, if your Honor does find provide to be  
5 ambiguous, then your Honor can go to sort of the  
6 reason, the public policy, the sort of meaning and  
7 public understanding of the amendment itself. Now, the  
8 amendment was a remedial act of the people enacted for  
9 the benefit of Nevada's lowest paid workers. There's  
09:37:58 10 no question about that. We can argue over whether they  
11 have its merits or must have a liberal construction. I  
12 don't think it really matters here. What the thing is  
13 is fairly clear. It was meant to raise the wages of  
14 the lowest paid worker. Right now the federal minimum  
09:38:13 15 wage is 7.25. In the absence of the minimum wage  
16 amendment, every worker in Nevada would still be paid  
17 \$7.25.

18 Under the defendant's interpretation, merely  
19 the act of offering reduces all those employees,  
09:38:28 20 including Ms. Diaz, the plaintiff, their salaries down  
21 to the federal level. They didn't get a raise. They  
22 got no benefits from the amendment.

23 Now, when you look at what the people  
24 understood this thing to do when they enacted it, the  
09:38:44 25 way we read the amendment, it involves a set of

09:38:49

1 choices, a kind of a bargain. The employer gets the  
2 choice of providing health insurance and paying a  
3 dollar less.

09:39:02

4 The employee can give up that money, which is  
5 12 percent of a minimum wage workers' wages from 8.25  
6 down to 7.25. It actually winds up being more because  
7 if you accept the insurance, you have to pay for that  
8 too. So it's 20 percent.

09:39:18

9 So that's the bargain. I think both sides  
10 agree that there's some sort of bargain involved here.  
11 The employees get something out of this bargain. What  
12 we disagree on is what that employee is supposed to  
13 get. We know what the employer gets. The employer  
14 gets to cut its wage bill.

09:39:34

15 What we disagree on is what is the thing the  
16 employee gets? We say it's the health insurance.  
17 You've given up a dollar a hour for every hour you  
18 work, up to 20 percent of your wages for the thing --  
19 the thing you get is at least you have health

09:39:47

20 insurance. What they're saying is no, no. What you  
21 get is the offer. The offer of insurance, and we  
22 choose that may have no relation to your needs as an --  
23 as an employee, as a -- as a person, as a -- as a

09:40:06

24 father, as a wife, any of those things for your entire  
25 family. All you get is the offer.

09:40:08 1 THE COURT: Well, I understand that. But  
2 this -- I keep coming back to -- I look at the overall  
3 constitutional scheme. And I say to myself, "All  
4 right. If the offer was the only critical issue, if I  
09:40:20 5 was to determine that 'provide' equals 'offer,' then  
6 why have the two tiers? Just say every employee in the  
7 state of Nevada shall be offered health insurance."  
8 MR. SCHRAGER: That's certainly would be much  
9 cleaner, and we wouldn't be here before you today.  
09:40:40 10 THE COURT: But you see what I mean?  
11 MR. SCHRAGER: No. Exactly. Right.  
12 THE COURT: And so -- and so -- I mean, that's  
13 what I'm going to ask counsel. That's kind of how I  
14 look at, the minimum wage is X amount. And every --  
09:40:49 15 every Nevada employer shall offer health insurance.  
16 You know, why -- and so they can decide whether they  
17 want to take it or not, you know. And that's kind of  
18 what I'm -- I'm kind of looking at because --  
19 MR. SCHRAGER: But they still get the wage.  
09:41:01 20 THE COURT: They still, yeah. But it would  
21 still be minimum wage.  
22 MR. SCHRAGER: Right. But in this instance,  
23 the interpretation from the other side is if we offer  
24 it, we get the benefit no matter what. We get the  
09:41:11 25 thing we bargained for, which is paying less wages.

09:41:14 1 You get the chance to enroll in a thing we call  
2 insurance, regardless of the level of benefits or its  
3 quality or any of those things.

4 And so, finally, your Honor --

09:41:23 5 THE COURT: So upon what circumstance would  
6 the 8.25 even apply?

7 MR. SCHRAGER: Some employers do not bother to  
8 offer or provide health insurance at all.

9 THE COURT: I understand.

09:41:36 10 MR. SCHRAGER: They just pay the 8.25. And I  
11 think that's because -- the proper understanding of the  
12 minimum wage amendment was the employer was exposed to  
13 do an economical calculus. There's a 10 percent cap on  
14 the premiums, right? Insurance for my employees may  
09:41:51 15 cost more than that. If so, I, as the employer, have  
16 to pay that because I'm providing it. Right? So they  
17 would do the math and say it's worth it to me to just  
18 pay the extra dollar because I come out ahead as  
19 opposed to paying the 7.25, getting that dollar back,  
09:42:06 20 but I have to pay the insurance premiums that overrun  
21 10 percent. That was the calculation that was embedded  
22 in the minimum wage amendment. Right?

23 What happened, and I think what leads us to  
24 the absurd result the Court needs to avoid is that by  
09:42:20 25 saying all you merely to do is offer this insurance.

09:42:24 1 Right? Employers are offering really substandard  
2 benefits. And, you know, minimum wage employees are  
3 poor, your Honor. They're not stupid. They know a bad  
4 deal. When they see lousy insurance, they don't take  
09:42:36 5 it because frankly in the ACA anyway, we have to go by  
6 insurance anyway or you have to pay the taxes on them.  
7 Even before the ACA, you still wanted good insurance  
8 for your family.

9 THE COURT: Well, I think -- I think the ACA  
09:42:49 10 redefined what is health insurance.

11 MR. SCHRAGER: It did.

12 THE COURT: You know, because it specifically  
13 focused on the quality of the coverage offered. And  
14 prior to the ACA, there was no regulations as to what  
09:43:02 15 was specifically contained in health insurance.

16 MR. SCHRAGER: Well, there is, your Honor.  
17 In -- in NRS 689(a) --

18 THE COURT: Yeah.

19 MR. SCHRAGER: Sorry.

09:43:10 20 THE COURT: I understand. But, I mean, that  
21 would vary from state to state.

22 MR. SCHRAGER: Sure. Absolutely.

23 THE COURT: Yeah. I get that.

24 MR. SCHRAGER: Yeah. Yeah. So the absurd  
09:43:17 25 result is the loophole that is opened up offers

09:43:20 1 employers the benefit of paying less, and employees  
2 like Ms. Diaz frankly get nothing. They're offered  
3 insurance that they reject, if it's even insurance.  
4 And now they have less money in their pocket to go and  
09:43:33 5 insure their families that they still need to do,  
6 whether it's under the ACA or because they care about  
7 themselves or their family. Right? People need health  
8 insurance.

9           You know, to paraphrase Justice Roberts again,  
09:43:44 10 that can't be what was intended. Right? This was a  
11 remedial measure for the benefit of these people, and  
12 there's no benefit inuring to these people in this  
13 particular context.

14           So in the ways that we've looked at the  
09:43:57 15 language and the meaning and the policy of the  
16 amendment, there's not much that inures to the benefit  
17 of defendant's argument. I think what they have are  
18 the administrative regulations.

19           So we can talk about those for a moment if  
09:44:09 20 you'd like.

21           THE COURT: Yeah, we can.

22           MR. SCHRAGER: We filed suit a year ago  
23 against the labor commissioner seeking to invalidate a  
24 number of these regulations. That's still pending.  
09:44:20 25 There's a hearing in August in front of Judge Wilson up

09:44:22 1 in Carson City, so we know a little bit about how these  
2 regulations came to be and what they're supposed to  
3 mean. And it's interesting to watch the developments  
4 back in '06 and '07 when the amendment was enacted --

09:44:34 5 THE COURT: Sir, I can tell you this, that if  
6 the regulation is contrary to the -- to the grant of  
7 authority or the Constitution, it's problematic.

8 MR. SCHRAGER: Okay.

9 THE COURT: I get that.

09:44:44 10 MR. SCHRAGER: I can submit on that then if  
11 you like, your Honor.

12 THE COURT: I mean, I understand that.

13 MR. SCHRAGER: Sure.

09:44:50 14 THE COURT: I mean, this is an administrative  
15 agency, and whatever authority it has is granted to it  
16 from the law.

17 MR. SCHRAGER: Yeah.

09:44:59 18 THE COURT: And it can't -- whatever --  
19 whatever regulations it puts into place can't be  
20 contrary to the Constitution or the statutory scheme.  
21 That's pretty much easy stuff there.

22 MR. SCHRAGER: I'll submit on that, your  
23 Honor.

24 Thank you.

09:45:06 25 THE COURT: Sir.

09:45:10 1 MR. PAEK: I think your Honor has already  
2 touched on some of the problems with plaintiff's  
3 arguments. As your Honor said, you have to look at the  
4 overall constitutional scheme. And your Honor posed a  
09:45:23 5 question that plaintiffs can't really answer is, Well,  
6 under the way the scheme is written, how does the 8.25  
7 upper rate work then if it works the way you're saying?  
8 How would an employer be able to comply with that? And  
9 why doesn't the constitutional amendment, the minimum  
09:45:38 10 wage amendment, just write something to the effect of  
11 all employees get 8.25?

12 THE COURT: No, no. That's not what I said.  
13 What I said was this: If you take a look at the way, I  
14 guess, you're requesting me to interpret the  
09:45:51 15 constitutional amendment, why is it -- why would there  
16 be two tiers? Because if I interpreted it that way,  
17 all the -- all that would be required is this: Pay a  
18 minimum wage of 7.25. However, you must offer health  
19 insurance. So, in essence, why would there be a second  
09:46:10 20 tier? What's the incentive? What's the motivation?  
21 Why was that even placed there?

22 And, I guess, furthermore, upon what  
23 circumstances would someone ever get paid the 8.25 per  
24 hour.

09:46:22 25 MR. PAEK: Yes.



09:46:23

1 THE COURT: The mandate.

09:46:34

2 MR. PAEK: And I think what is being sort of  
3 glossed over here is that second sentence in the  
4 minimum wage amendment, your Honor. I mean, really  
5 we're talking about two sentences in the minimum wage  
6 amendment, the second sentence and the third sentence.

09:46:48

7 And in the dictionary battles we've had in our  
8 briefing, your Honor, what we've submitted to the Court  
9 is that an offer means simply to make available. And  
10 that is exactly in line with that second sentence. It  
11 says "offering health benefits within the meaning of  
12 this section shall consist of, quote, making health  
13 insurance available." That's what that means.

09:47:08

14 What they want is that first sentence to be  
15 read in a vacuum. And that can't be done, your Honor.  
16 It has to be read together. If we want to read that  
17 first sentence about "provide" without that second  
18 sentence about "offering," then we wouldn't even be  
19 here. The defendants could argue, "Well, in that first  
20 sentence, it clearly says that the upper tier rate is  
21 6.15 an hour. And we know from discovery that all the  
22 defendants paid above \$7 an hour, so there is no  
23 liability."

09:47:21

24 That's, of course, not the case, your Honor.

09:47:34

25 THE COURT: I understand that, but no one has

09:47:35 1 answered me this question: Why is the upper tier rate  
2 in the constitutional amendment if it wasn't meant to  
3 have some force and effect? Because if I -- if you're  
4 telling me, "All it has to do is be an offer," then  
09:47:47 5 under what circumstances would an employer be forced to  
6 pay 8.25 a hour?

7 MR. PAEK: When they -- the -- the upper tier  
8 rate, your Honor?

9 THE COURT: Upper tier right.

09:47:57 10 MR. PAEK: The upper tier --

11 THE COURT: Because if I follow -- I'm  
12 listening to your logic. If all it is is an offer  
13 then, I guess, it would be this simple: You pay the  
14 lower tier rate and all you have to do is offer health  
09:48:08 15 insurance. And then if they reject it or whatever, I  
16 guess, the factual scenario would be, there would never  
17 be an 8.25 a hour upper tier rate.

18 MR. PAEK: Because some of the employers  
19 doesn't offer health insurance, your Honor. Some  
09:48:22 20 employers have an entirely -- very minimal part-time  
21 hourly work force, and they just don't offer health  
22 insurance in any form. And that's where it is. I  
23 mean --

24 THE COURT: So they're treated differently,  
09:48:32 25 the smaller guy than the bigger guy under the

09:48:36 1 Constitution. So if you have a small business and  
2 can't afford to have -- to offer health insurance, you  
3 get treated differently than a larger business that can  
4 afford to offer health insurance, because as long as  
09:48:49 5 they offer, they get 7.25 an hour under that analysis.  
6 The little guy who can't afford to offer, he's stuck  
7 with paying 8.25 a hour under all circumstances.

8 MR. PAEK: Well, I'm not sure if the little  
9 guy always doesn't offer, your Honor. I --

09:49:03 10 THE COURT: But you just said that. Some  
11 people, small businesses don't offer health insurance.  
12 And so if you're --

13 MR. PAEK: But --

14 THE COURT: If you have a small law firm, and  
09:49:09 15 you can't afford to offer health insurance or you have  
16 a small mom-and-pop shop, you can't afford to offer  
17 health insurance because its prices are just too high,  
18 then you're forever stuck with 8.25 an hour; whereas  
19 you got a bigger business that can afford to offer  
09:49:25 20 health insurance however, and -- and whether -- they  
21 just offer it and the employee doesn't accept, then  
22 they can get by and pay 7.25.

23 MR. PAEK: And, your Honor, we don't have the  
24 benefit of legislative history to know whether or not  
09:49:42 25 that was the analysis done by the legislature, but

09:49:45 1 that's how -- that's how the minimum wage amendment was  
2 written. I mean, that's the care that they put out  
3 there was the offer of health insurance. And that's  
4 what we get back to is that --

09:49:55 5 THE COURT: But doesn't your analysis --  
6 doesn't your position create two tiers of employers.  
7 Some that -- if you can't afford to offer health  
8 insurance, you're forever stuck at 8.25? Right? Am I  
9 missing something here?

09:50:07 10 MR. SCHRAGER: No. That's right.

11 MR. PAEK: You can -- you can always decide to  
12 offer health insurance.

13 THE COURT: But what if you can't afford? You  
14 know, you have a small landscaping company. I mean,  
09:50:15 15 that's probably a really good example, you know, that  
16 just can't afford. You have low skill labor. And you  
17 just, you know, you have small margins, putting in  
18 landscape, not doing hardship. Nothing really  
19 sophisticated.

09:50:30 20 MR. SCHRAGER: Convenience store, same thing.

21 THE COURT: Well, sometimes convenience stores  
22 make pretty good money.

23 MR. SCHRAGER: True.

24 THE COURT: But I'm using a landscaping  
09:50:36 25 company because I think that's probably a good analogy

09:50:39 1 there. And so, you know, the -- the guy with the small  
2 landscaping company, he's stuck at 8.25 a hour. Right?

3 MR. PAEK: The reality of the minimum wage  
4 amendment, your Honor, is that if you offer health  
09:50:55 5 insurance, that is possible under that scenario, yes.  
6 But like I said, I mean, that is what the legislature  
7 set out in its minimum wage amendment. And what  
8 plaintiff can't get around, your Honor --

9 THE COURT: But this was actually voted on by  
09:51:10 10 the people, right?

11 MR. PAEK: Yes. And what they can't get  
12 around is even that first sentence -- I mean that  
13 second sentence which starts out "The rate shall be  
14 \$5.50 an hour," it says after the comma, "if the  
09:51:22 15 employer provides health insurance as described  
16 herein." So that sentence right there, "as described  
17 herein," that can only mean --

18 THE COURT: So here is my question for you,  
19 Counsel. When you started working at your law firm and  
09:51:34 20 they said, "Look, we're going to provide health  
21 insurance," did you look at that as an offer or that as  
22 a benefit when you work at a law firm? Really. I  
23 mean, that's kind of -- I mean, we can talk about  
24 offering. But, I mean, if I go -- I'm seeking  
09:51:48 25 employment, and I said, okay, I'm looking at the

09:51:50 1 employee manual, right? And it says "provide." Now, I  
2 don't look at that as being an offer of health  
3 insurance. I said -- I'm going to look at that as  
4 saying, "Look, this company that I potentially can work  
09:52:02 5 for is going to provide me health coverage."

6           Wouldn't that be the simple plain meaning,  
7 "provide"?

8           MR. PAEK: Well, your Honor, that's what we're  
9 getting into when we've got into the deposition of the  
09:52:13 10 plaintiffs, as to whether or not someone actually  
11 enrolls in health insurance depends on a lot of  
12 factors. That depends on a lot of factors that has  
13 nothing to do with the -- with the making available of  
14 health insurance. That has to do with whether or not  
09:52:25 15 you're still covered by your parents' insurance,  
16 whether or not your spouse has better health insurance.  
17 I mean, the factors that go into that decision is  
18 individualized to be from what we've seen in the  
19 deposition thus far.

09:52:40 20           So what that gets back to, your Honor, as I  
21 was saying, in the minimum wage amendment, it says, "If  
22 the employer provides health benefits as described  
23 herein." So as described --

24           THE COURT: But see my question is this.  
09:52:52 25 Okay. I understand that might be an individualized

09:52:54 1 choice. Say hypothetically the ACA was in -- in effect  
2 at the time. You had a college student working. The  
3 college student is 23 years old. Under the ACA -- and  
4 their parent has a good job, and their parents have  
09:53:10 5 health insurance. And so they're on their parents'  
6 plan. So under those -- under those circumstances, if  
7 the employer didn't provide health insurance, then I  
8 would think the proper analysis would be the minimum  
9 wage for that 22-, 23-, 24-year-old college student  
09:53:27 10 would be 8.25 an hour.

11 MR. PAEK: Well, if you're looking at whether  
12 or not -- that's under the ACA, your Honor, which was  
13 not enacted at the time.

14 THE COURT: No, but -- didn't I say  
09:53:38 15 hypothetically? Didn't I say hypothetically?

16 MR. PAEK: Yes, your Honor.

17 THE COURT: I think that was just a real good  
18 example I wanted to use because, I mean, we all know --  
19 and I realize that probably -- I don't know if it was  
09:53:47 20 in effect at the time this -- and that's really not an  
21 issue I'm focusing on. But I think I was using that to  
22 illustrate a point. That's all.

23 MR. PAEK: I --

24 THE COURT: Because you indicated that it was  
09:53:58 25 an individual choice, and I get that. Sometimes you

09:54:00 1 can have someone who is working and they're -- and we  
2 don't have to talk about the ACA. But say they're a  
3 government employee and they have health insurance with  
4 the government, and we can use the county as an  
09:54:11 5 example. And the main bread winner is -- has a great  
6 package. It's my understanding the county has a great  
7 package. I'm not with the county. I'm with the state.  
8 Mine isn't as good, you know.

9 But they have their spouse or significant  
09:54:27 10 other on their health insurance and they're working  
11 part-time. Right? And so the question might be -- or  
12 they're working, I guess, a minimum wage job. That's  
13 probably a better way to say it. Are they -- are you  
14 saying that if under your scenario they shouldn't be  
09:54:44 15 paid 8.25 an hour as long as health insurance was  
16 offered? Does that make sense?

17 MR. SCHRAGER: Yes. And the answer is yes.  
18 That's what you said, but I'll let him say it.

19 MR. PAEK: So if I understand your Honor  
09:55:02 20 correctly, you're saying --

21 THE COURT: I just wanted to change it where  
22 we didn't get confused with the ACA. That's all.

23 MR. PAEK: Yeah. I mean, the ACA is not an  
24 issue with the minimum wage amendment. That's the key  
09:55:15 25 for that scenario, your Honor.



09:55:16

1 THE COURT: Well, that's why I went with  
2 one -- a scenario without the ACA.

09:55:23

3 MR. PAEK: I mean, I understand what your  
4 Honor is saying, and the thing is under the minimum  
5 wage amendment, we don't have an explanation as to what  
6 happened to this scenario or that scenario. All we  
7 have is the plain language of the minimum wage  
8 amendment and the regulations that were promulgated  
9 afterwards. And everything supports what the plain  
10 language of the minimum wage amendment holds, which is  
11 an offer of insurance to make available. That is in  
12 the language of it minimum wage amendment. That's in  
13 the language of all the labor commissioners'  
14 regulations, starting with NAC 608.100.

09:55:49

15 It talks about a minimum wage is one rate,  
16 5.15 if it's -- if an employee is offered qualified  
17 health insurance, and it's 6.15 if an employee is not  
18 offered qualified health insurance. And that's  
19 reinforced by NAC 608.102, which actually restates that  
20 a health insurance plan must be, quote, made available  
21 to the employee. And it says that compliance is when  
22 an employer contracts for or otherwise maintains the  
23 health insurance plan for a class of employees.

09:56:10

09:56:33

24 Furthermore, NAC 608.106, the labor  
25 commissioner's regulation on declination of insurance,

09:56:36 1 contemplates an employee who is actually offered health  
2 insurance and doesn't enroll and just simply declines  
3 it. All of that --

4 THE COURT: So when he declines, he doesn't  
09:56:45 5 get the upper tier?

6 MR. PAEK: Yes.

7 THE COURT: Okay.

8 MR. PAEK: He's still at the lower tier  
9 because he was offered the health insurance, and that's  
09:56:53 10 how the employer is in compliance by -- so that's the  
11 distinction right there.

12 THE COURT: So why have the two tiers then?

13 MR. PAEK: It's for employers who don't offer  
14 health insurance at all. That's the difference, your  
09:57:03 15 Honor.

16 THE COURT: And we're going to treat them  
17 differently?

18 MR. PAEK: That's how much the minimum wage  
19 amendment has been set out, your Honor.

09:57:10 20 THE COURT: I understand.

21 MR. PAEK: And that's -- that's what they  
22 don't get around in the plain language of the minimum  
23 wage amendment or the regulations. They don't cite any  
24 legislative history to the contrary. They don't have  
09:57:19 25 any other authority that would contradict the labor

09:57:23

1 commissioner or any reason to show why the labor  
2 commissioner's regulations contradict the offer  
3 language in the minimum wage amendment.

09:57:37

4           What's really going on here, your Honor, is  
5 that -- and this Court has looked back to plaintiff's  
6 complaint in a previous hearing. If you look back to  
7 their complaint, what really happened is that the main  
8 plaintiff who is bringing this motion for partial  
9 summary judgment, Diaz, she was -- she alleged in her  
10 complaint that she was never offered insurance. But  
11 what happened was during depositions and discovery,  
12 that was discovered to be not true.

09:57:53

13           Plaintiff Diaz was indeed offered insurance,  
14 and she couldn't -- she couldn't explain away her  
15 execution of a declination form. So what happened is  
16 plaintiff modified their theory, your Honor. And they  
17 modified their theory, and they want this Court to  
18 ignore the plain language that's in those two  
19 sentences.

09:58:10

09:58:21

20           They want this Court to ignore the regulation  
21 promulgated by the labor commissioner, which is really  
22 interesting, your Honor, because if you look at  
23 plaintiff's complaints, the first cause of action is  
24 for a violation of Nevada Constitution Article 15,  
25 Section 16. But that very second cause of action, your

09:58:36

09:58:39

1 Honor, is violation of Article 15, Section 16 and  
2 NAC 608.102.

09:58:50

3 They have built in the labor commissioner's  
4 regulation into their cause of action. And now they're  
5 saying that the labor commissioner regulation doesn't  
6 matter.

09:59:08

7 Plaintiff's offer no explanation for that, for  
8 that contradictory position of how they can ask this  
9 Court to not consider the labor commissioner's  
10 regulations regarding offer while simultaneously  
11 ignoring that same language that's built into the face  
12 of their complaint.

09:59:24

13 THE COURT: So what's the bottom line as far  
14 as that is concerned, sir? What am I -- what's your  
15 position?

09:59:35

16 MR. PAEK: Our position is, your Honor, that  
17 the plain language under the minimum wage amendment  
18 sets forth exactly what we say it sets forth, that  
19 offering of health benefits means just making health  
20 insurance available, as it says in the minimum wage  
21 amendment. And that's also supported by all the  
22 regulations of the labor commissioner. And really what  
23 that leads us to, your Honor, is we've touched on some  
24 policy considerations, but we've already -- we've also  
25 brought this up in our moving papers or our opposition

09:59:49

09:59:52

1 papers that there is a due process issue here for  
2 employers, your Honor. The labor commissioner  
3 promulgated those regulations after the passage of the  
4 minimum wage amendment, and interpreted those

10:00:03

5 regulations and interpreted what it meant for an  
6 employer to offer insurance, what it meant when an  
7 employee declined insurance.

10:00:17

8           Employers in this state have been relying on  
9 those regulations for nine years, your Honor. For nine  
10 years. And now what they want is they want to go  
11 retroactively and say you should have never listened to  
12 the Nevada labor commissioner. And that's problematic,  
13 your Honor, for employers. For employers trying to get  
14 some guidance.

10:00:29

15           I mean, we've been sitting here scouring these  
16 two sentences trying to develop what they -- what their  
17 meaning is. I mean, if employers can't rely on the  
18 regulations of the labor commissioner, which tells them  
19 what they need to do, how they need to offer it? What

10:00:47

20 they need to make available, then what are the  
21 employers to do, your Honor? That's a problem we have  
22 here. And that's why they're really -- what they're --  
23 what they want this Court to adopt will have

10:01:00

24 far-reaching consequences to all those employers who  
25 have be relying on them.

10:01:01 1 Again, your Honor, it's been nine years. Nine  
2 years that they've -- that they've thought if we offer  
3 health insurance, we get to pay the lower tier. And  
4 that's it in a nutshell, your Honor.

10:01:13 5 THE COURT: I understand. I do.

6 MR. PAEK: And I'll be happy to address any  
7 questions your Honor has or any points that you'd like  
8 me to bring up, counterpoints to what plaintiffs have  
9 argued here today as well.

10:01:24 10 THE COURT: I understand.

11 Sir.

12 MR. SCHRAGER: Your Honor, I don't know how  
13 much more I could add. I think that the discussion has  
14 been frank and your Honor's questions have been on  
15 point. Basic question, what is the mandate of the  
16 Constitution? What do you have to do? You have to  
17 provide --

18 THE COURT: What do I do with the -- and I  
19 don't recall in great detail this. But it appears to  
20 me that the regulations -- normally when I look at the  
21 impact of a statute or constitutional amendment that  
22 specifically deals with the substantive right, they  
23 are, you know -- I don't really have to conduct a  
24 prospective versus retroactive application because, you  
25 know, we're talking about a substantive right. And

10:02:11

10:02:13 1 sometimes I do have to go into the procedural versus  
2 substantive right analysis. I look at this, the  
3 amendment was nine years ago. So a substantive right  
4 was created with the employees potentially.

10:02:24 5 Now, the next question is this. And this is  
6 where it gets a little murky. What do you do when  
7 there's been regulations promulgated and say  
8 hypothetically we -- and this is just for sake of  
9 argument. This doesn't mean this is how I'm going to  
10:02:38 10 rule. I just want to tell you that.

11 What do you do if the -- if potentially --  
12 because I know the regulations are being attacked, I  
13 guess, in Carson City.

14 Is that correct?

10:02:45 15 MR. SCHRAGER: Correct.

16 THE COURT: Now, what happens under those  
17 circumstances? Because that's that different analysis.  
18 Because normally I wouldn't be concerned about it if it  
19 was a substantive right. Whenever the law goes into  
10:02:57 20 effect, that's -- it moves forward from that standpoint  
21 on. But what do you do when you have regulations that  
22 are -- that murky it up? And you can respond to that.

23 MR. SCHRAGER: Yeah. I will -- I will -- I  
24 think -- it's instructed for me to get very briefly --

10:03:11 25 THE COURT: Very fascinating issue.

10:03:13

1 MR. SCHRAGER: Absolutely.

2 But the story of the development of the  
3 regulations. The minimum wage amendment came into  
4 effect late November 2006.

10:03:22

5 THE COURT: Right.

6 MR. SCHRAGER: It had already passed the one  
7 in 2004 by a very wide margin. It was quite clear that  
8 it was going to pass again and become law in November  
9 of 2006. There were attorney general's opinions issue.

10:03:33

10 There were questions from the labor commissioner.

11 There was preparation for this.

12 Immediately after the amendment was enacted,  
13 the labor commissioner at the time enacted emergency  
14 regulations because there wasn't time to go through the  
15 whole process of public comment and all the things you  
16 have to do to enact a rule. What the emergency  
17 regulation said and sort of first blush of we have to  
18 give people guidance what to do under this said

10:03:46

19 "provide." There was no mention of offering. Provide

10:04:02

20 health insurance. And if you go through all the labor  
21 alerts the law firms put out and all the things they  
22 say to tell people what to do, it's "Bud, you better go  
23 get insurance for these people or you got to pay them  
24 8.25, or until you figure out what to do with it. You

10:04:17

25 give them 8.25."



10:04:18

1 THE COURT: I understand.

2 MR. SCHRAGER: Right?

10:04:25

3 Over the process of the next year -- and I can  
4 only call it subject to lobbying because minimum wage

5 workers don't have lobbyists, your Honor. The

6 temporary regulations morphed into more employer

7 friendly -- the permanent regulations are the ones

8 before you. They've never been amended. They say,

9 "Yeah. All you got to do is offer." That's the story

10:04:38

10 of how we got here. Right?

11 The labor commissioner is not a lawmaker. And

12 the one case that I -- that I remember that sort of

13 touches on this point, if you remember back in 2008,

14 the Las Vegas Convention and Visitors Authority was

10:04:48

15 trying to put a measure on the ballot. And they went

16 to the Secretary of State to get all their materials,

17 and you have the petition, the data, all those things.

18 The Secretary of State said, "There you go. Off you

19 go. Go get your signatures." Comes back. It's

10:05:04

20 challenged because the form didn't fit the statute. It

21 didn't have all the language you needed under the

22 statute.

23 THE COURT: I understand.

24 MR. SCHRAGER: What the Supreme Court said

10:05:14

25 was, "You don't get to rely on that. Your first duty

10:05:17 1 is the law. You come before me. You don't get to  
2 rely -- the Secretary of State is not the lawmaker.  
3 Now, if you came to the Secretary of State on an  
4 administrative complaint, maybe it will go one way.

10:05:28 5 We're here to enforce the law. And you have that  
6 responsibility. So the fact that you relied on that  
7 isn't going to do you any good" and all those  
8 signatures were thrown out.

9 Here we're not even talking about the statute.

10:05:38 10 We're talking about the Constitution.

11 THE COURT: I understand.

12 MR. SCHRAGER: Right?

13 The first duty not only of any employer, but  
14 of the Court, is to enforce the words that are on that  
15 page. Given also the fact that there is, you know,  
16 this sort of murky development over time where the end  
17 product is particularly employer friendly as opposed to  
18 the language of the actual Constitution, I don't think  
19 we are talking about much deference. I mean, I think

10:06:01 20 the only question you're talking about now is  
21 prospective versus retroactive.

22 THE COURT: Exactly.

23 MR. SCHRAGER: Okay. In this context of this  
24 particular case, there are many reasons why defendants  
10:06:10 25 are liable to these employees. The first one is the

10:06:13 1 thing they offered wasn't even insurance. It doesn't  
2 meet any basic standards under law to be offered.  
3 Right?

4 It doesn't matter if anybody accepted it, if  
10:06:22 5 anybody declined it. It wasn't offered, it doesn't  
6 matter. The thing itself is inadequate under law.  
7 That will exist after your ruling no matter what it is.

8 If your ruling is, prospectively, pay  
9 everybody 8.25, I'll live with that. That's a good  
10:06:39 10 day's work, because we've done that and we still have  
11 the underlying claim, which is it doesn't matter  
12 whether you offered or provided this junk insurance to  
13 everybody for the past four years, you're still liable  
14 to them.

10:06:52 15 So frankly in a practical sense, it doesn't  
16 really matter to me. In a legal sense, I think there  
17 is something in complying first with the Constitution  
18 that is your responsibility. If you're going to take  
19 advantage of the privilege under the Constitution there  
10:07:06 20 is something to that that should interest your Honor.

21 That's my answer.

22 THE COURT: I understand.

23 Sir, you get to comment on this.

24 MR. PAEK: Yes.

10:07:14 25 And I think -- I think, your Honor, what we're

10:07:17 1 missing here is that the Constitution said "offering"  
2 means "make available." And after that whether or not  
3 there was as back-and-forth, that's how all laws are  
4 made. Whether -- I mean, but at the end of the day  
10:07:31 5 there's nothing in the labor commissioner of regulation  
6 that it's out of place with the Constitution, your  
7 Honor. It expands on top of what the offer is. And it  
8 just repeats it. It just repeats it throughout the  
9 regulation, that offering means makes available.  
10:07:46 10 That's directly from the minimum wage amendment.  
11 I believe there's one, two, three, four -- at  
12 least four different areas in the NAC regulation which  
13 just talks about offer or makes available, and that is  
14 taken directly from the minimum wage amendment. So I  
10:08:06 15 guess I'm a little lost on what counsel's point is,  
16 other than maybe employers should have ignored the  
17 labor commissioner's regulation, should have ignored  
18 the language of the Constitution, and should have  
19 somehow read in more to, well, this can't be -- this  
10:08:22 20 can't be what it is. I mean, that's -- that's  
21 plaintiff's counsel's theory of the case that came  
22 about after they discovered one of their plaintiffs was  
23 never -- was indeed offered insurance when she claimed  
24 she wasn't. And now they've developed this theory  
10:08:37 25 further. And that's fine.

10:08:38 1 But that -- that doesn't -- if you go back to  
2 when the employers first saw this law pass and first  
3 relied on those regulations, that does nothing for  
4 those employers. How are they supposed to know? And  
10:08:49 5 that's the question they can't answer.

6 Because they're -- because until this lawsuit  
7 happened, and until -- this is the first time these  
8 theories have been thrown out there, your Honor, is  
9 through our moving papers and our briefing. This was  
10:09:02 10 never in front of the labor commissioner's regulations  
11 or how "provide" can't mean "to make available." It's  
12 got to be something more than that. Where is that  
13 cited, your Honor? There's nothing in their moving  
14 papers that cites that from any source, including all  
10:09:17 15 the extrinsic sources that they cited.

16 So that's the problem we have herein. We  
17 can't get around the plain language of the minimum wage  
18 amendment. They can't get around that third sentence  
19 in the minimum wage amendment. And they can't get  
10:09:30 20 around the regulations that have been promulgated, and  
21 they have no contrary authority, your Honor. So that's  
22 where we're at.

23 And that's the issue before this Court as to  
24 whether or not all these employers should be punished  
10:09:41 25 for -- for complying with what they thought was correct

10:09:45

1 at the time.

10:09:54

2 THE COURT: I -- I just want to make sure. I  
3 mean, my ultimate decision will not -- I'm not looking  
4 upon it as to whether the employers are going to be  
5 punished or not. It's going to focus solely on the  
6 application of the constitutional amendment. And I'm  
7 going to take a look at the regulations.

10:10:16

8 And as far as the application of regulations  
9 or not, understand, whatever grant of authority the  
10 labor commission has, it's limited to the  
11 constitutional amendment. That's basically what it  
12 comes down to. So I'm going to make a decision based  
13 upon that.

10:10:28

14 The thrust of my question was this -- before  
15 that, was, What about retroactive versus prospective  
16 application? Because you brought up a somewhat  
17 important point. What happens under this scenario  
18 where you have employers in the state of Nevada that  
19 have relied upon the regulations of the labor  
20 commissioner. And that's what I was thinking about.

10:10:44

21 And counsel even said, "Well, if it was  
22 prospective, he can live with that," you know. Because  
23 I was concerned about what about the retroactive  
24 application.

10:10:55

25 This is a complex issue, sir. It's one of

10:10:57 1 first impression. I'm going to sit down and really  
2 think about it.

3 MR. PAEK: Understood, your Honor.

4 THE COURT: Yeah. Last word. Anything you  
10:11:02 5 want to add?

6 MR. SCHRAGER: No, your Honor. I mean, there  
7 are -- you know, there are factual assertions here that  
8 obviously we don't agree with. I don't think they've  
9 been part of your Honor's considerations, so we'll  
10:11:12 10 submit on that.

11 THE COURT: All right. Is there anything  
12 pressing that I need to know about as far as this case  
13 is concerned right now, from a time constant?

14 MR. SCHRAGER: We have -- we filed a motion  
10:11:20 15 for class certification last month. I believe the  
16 opposition is due today even.

17 MR. PAEK: Yes. That will be filed today.

18 THE COURT: Okay. So there's nothing pending?

19 MR. SCHRAGER: July 9th, two weeks from now  
10:11:30 20 we'll be back before you.

21 THE COURT: All right. I understand. I'll  
22 try to get something done before the 9th.

23 MR. PAEK: Thank you, your Honor.

24 MR. SCHRAGER: Thank you, your Honor.

10:11:36 25 THE COURT: Have a nice day, everyone.

10:11:38

1 MR. SCHRAGER: Thank you.

2 MR. BUTLER: Thank you.

3

4

10:11:43

5

6 (THE PROCEEDINGS WERE CONCLUDED.)

7

8

9 \* \* \* \* \*

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



10:11:43

1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA)

:SS

3 COUNTY OF CLARK)

4 I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO

10:11:43

5 HEREBY CERTIFY THAT I TOOK DOWN IN STENOGRAPH ALL OF THE

6 PROCEEDINGS HAD IN THE BEFORE-ENTITLED MATTER AT THE

7 TIME AND PLACE INDICATED, AND THAT THEREAFTER SAID

8 STENOGRAPH NOTES WERE TRANSCRIBED INTO TYPEWRITING AT

9 AND UNDER MY DIRECTION AND SUPERVISION AND THE

10:11:43

10 FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE AND

11 ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE

12 PROCEEDINGS HAD.

13 IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED

14 MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF

10:11:43

15 NEVADA.

16

17 /s/ Peggy Isom

PEGGY ISOM, RMR, CCR 541

18

19

20

21

22

23

24

25

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>MR. BRAVO:</b> [1] 3/15 <b>MR. BUTLER:</b> [2] 3/13 43/1 <b>MR. PAEK:</b> [31] 3/7 18/25 19/24 20/1 21/6 21/9 21/17 22/7 22/12 22/22 23/10 24/2 24/10 25/7 26/10 26/15 26/22 27/18 27/22 28/2 29/5 29/7 29/12 29/17 29/20 31/15 33/5 38/23 42/2 42/16 42/22 <b>MR. SCHRAGER:</b> [52] <b>MS. BLAKEY:</b> [1] 3/9 <b>THE COURT:</b> [78] <b>\$</b> <b>\$5.50</b> [1] 24/14 <b>\$7</b> [1] 20/22 <b>\$7.25</b> [1] 12/17 ' '06 [1] 18/4 '07 [1] 18/4 'offer,' [1] 14/5 'provide' [1] 14/5 / /s [1] 44/17 <b>1</b> <b>10 percent</b> [3] 10/21 15/13 15/21 <b>12 percent</b> [1] 13/5 <b>15</b> [2] 30/24 31/1 <b>16</b> [3] 1/3 30/25 31/1 <b>2</b> <b>20 percent</b> [2] 13/8 13/18 <b>2004</b> [1] 35/7 <b>2006</b> [2] 35/4 35/9 <b>2008</b> [1] 36/13 <b>2015</b> [2] 1/20 3/1 <b>22</b> [1] 26/9 <b>23</b> [2] 26/3 26/9 <b>24-year-old</b> [1] 26/9 <b>25</b> [2] 1/20 3/1 <b>3</b> <b>300</b> [1] 2/12 <b>341-5200</b> [1] 2/6 <b>341-5300</b> [1] 2/6	<b>3556</b> [1] 2/5 <b>3960</b> [1] 2/11 <b>5</b> <b>5.15</b> [1] 28/16 <b>5200</b> [1] 2/6 <b>5300</b> [1] 2/6 <b>541</b> [2] 1/24 44/17 <b>6</b> <b>6.15</b> [2] 20/21 28/17 <b>608.100</b> [1] 28/14 <b>608.102</b> [2] 28/19 31/2 <b>608.106</b> [1] 28/24 <b>689</b> [1] 16/17 <b>7</b> <b>7.25</b> [9] 4/13 6/1 10/8 12/15 13/6 15/19 19/18 22/5 22/22 <b>702</b> [4] 2/6 2/6 2/13 2/13 <b>8</b> <b>8.25</b> [21] 4/13 4/14 4/17 10/7 13/5 15/6 15/10 19/6 19/11 19/23 21/6 21/17 22/7 22/18 23/8 24/2 26/10 27/15 35/24 35/25 38/9 <b>862-8800</b> [1] 2/13 <b>862-8811</b> [1] 2/13 <b>8800</b> [1] 2/13 <b>8811</b> [1] 2/13 <b>89120</b> [1] 2/5 <b>89169</b> [1] 2/12 <b>9</b> <b>9:17</b> [1] 3/2 <b>9th</b> [2] 42/19 42/22 : :SS [1] 44/2 <b>A</b> <b>A.M</b> [1] 3/2 <b>A701633</b> [1] 1/1 <b>ABILITY</b> [1] 44/11 <b>able</b> [1] 19/8 <b>about</b> [29] 4/4 5/14 5/15 5/23 7/12 12/10 17/6 17/19 18/1 20/5 20/17 20/18 24/23 27/2 28/15 33/25 34/18 37/9 37/10 37/19 37/20 39/13 39/22 41/15 41/20	41/23 41/23 42/2 42/12 <b>above</b> [1] 20/22 <b>absence</b> [1] 12/15 <b>Absolutely</b> [4] 7/5 9/20 16/22 35/1 <b>absurd</b> [2] 15/24 16/24 <b>ACA</b> [12] 16/5 16/7 16/9 16/14 17/6 26/1 26/3 26/12 27/2 27/22 27/23 28/2 <b>accept</b> [2] 13/7 22/21 <b>accepted</b> [1] 38/4 <b>ACCURATE</b> [1] 44/11 <b>act</b> [6] 7/9 7/15 10/3 11/22 12/8 12/19 <b>action</b> [3] 30/23 30/25 31/4 <b>actual</b> [1] 37/18 <b>actually</b> [7] 8/10 11/23 13/6 24/9 25/10 28/19 29/1 <b>add</b> [2] 33/13 42/5 <b>address</b> [1] 33/6 <b>administer</b> [1] 8/15 <b>administrative</b> [3] 17/18 18/14 37/4 <b>adopt</b> [1] 32/23 <b>advantage</b> [1] 38/19 <b>afford</b> [9] 22/2 22/4 22/6 22/15 22/16 22/19 23/7 23/13 23/16 <b>Affordable</b> [1] 7/9 <b>after</b> [7] 9/25 24/14 32/3 35/12 38/7 39/2 39/22 <b>afterwards</b> [1] 28/9 <b>again</b> [4] 11/19 17/9 33/1 35/8 <b>against</b> [1] 17/23 <b>agency</b> [1] 18/15 <b>ago</b> [2] 17/22 34/3 <b>agree</b> [4] 4/22 10/1 13/10 42/8 <b>ahead</b> [1] 15/18 <b>alerts</b> [1] 35/21 <b>all</b> [40] 3/6 3/24 5/9 5/24 12/19 13/25 14/3 15/8 15/25 19/11 19/17 19/17 20/21 21/4 21/12 21/14 22/7 26/18 26/22 27/22 28/6 28/13 29/3 29/14 31/21 32/24 35/15	35/20 35/21 36/9 36/16 36/17 36/21 37/7 39/3 40/14 40/24 42/11 42/21 44/5 <b>alleged</b> [1] 30/9 <b>allows</b> [1] 9/16 <b>already</b> [4] 8/22 19/1 31/24 35/6 <b>also</b> [5] 7/15 7/23 31/21 31/24 37/15 <b>always</b> [2] 22/9 23/11 <b>am</b> [3] 5/13 23/8 31/14 <b>ambiguity</b> [2] 9/14 9/16 <b>ambiguous</b> [2] 9/19 12/5 <b>amended</b> [1] 36/8 <b>amendment</b> [45] <b>among</b> [1] 11/6 <b>amount</b> [1] 14/14 <b>analogy</b> [1] 23/25 <b>analysis</b> [7] 7/15 22/5 22/25 23/5 26/8 34/2 34/17 <b>answer</b> [4] 19/5 27/17 38/21 40/5 <b>answered</b> [1] 21/1 <b>anticipate</b> [1] 8/20 <b>any</b> [13] 5/14 13/24 15/3 21/22 29/23 29/25 30/1 33/6 33/7 37/7 37/13 38/2 40/14 <b>anybody</b> [2] 38/4 38/5 <b>anything</b> [2] 42/4 42/11 <b>anyway</b> [2] 16/5 16/6 <b>appear</b> [2] 8/14 8/15 <b>APPEARANCES</b> [1] 2/1 <b>appears</b> [2] 7/12 33/19 <b>appellants</b> [1] 7/25 <b>appellate</b> [1] 7/24 <b>application</b> [5] 33/24 41/6 41/8 41/16 41/24 <b>apply</b> [1] 15/6 <b>approach</b> [1] 4/25 <b>approved</b> [1] 8/6 <b>are</b> [28] 4/6 4/10 4/12 5/6 5/16 6/1 7/7 8/14 16/1 16/2 17/17 22/17 27/13 27/13	32/20 33/23 34/12 34/22 36/7 37/14 37/19 37/24 37/25 39/3 40/4 41/4 42/7 42/7 <b>areas</b> [1] 39/12 <b>argue</b> [2] 12/10 20/19 <b>argued</b> [1] 33/9 <b>argument</b> [2] 17/17 34/9 <b>arguments</b> [1] 19/3 <b>around</b> [6] 24/8 24/12 29/22 40/17 40/18 40/20 <b>Article</b> [2] 30/24 31/1 <b>Article 15</b> [1] 31/1 <b>as</b> [51] <b>ask</b> [4] 9/4 9/11 14/13 31/8 <b>aspects</b> [1] 5/6 <b>assertions</b> [1] 42/7 <b>at</b> [43] 4/19 5/12 7/2 7/4 7/14 8/18 9/23 10/11 10/20 12/23 13/19 14/2 14/14 14/18 15/8 17/14 19/3 19/13 23/8 24/2 24/19 24/21 24/22 24/25 25/2 25/3 26/2 26/11 26/13 26/20 29/8 29/14 30/22 33/20 34/2 35/13 39/4 39/11 40/22 41/1 41/7 44/6 44/8 <b>attacked</b> [1] 34/12 <b>attorney</b> [1] 35/9 <b>August</b> [1] 17/25 <b>authored</b> [1] 7/14 <b>authority</b> [6] 18/7 18/15 29/25 36/14 40/21 41/9 <b>authors</b> [1] 10/6 <b>available</b> [12] 10/18 20/9 20/13 25/13 28/11 28/20 31/20 32/20 39/2 39/9 39/13 40/11 <b>avoid</b> [1] 15/24 <b>away</b> [1] 30/14 <b>B</b> <b>back</b> [13] 8/9 14/2 15/19 18/4 23/4 25/20 30/5 30/6 36/13 36/19 39/3 40/1 42/20 <b>back-and-forth</b> [1]
---	---	---	--	---

(1) MR. BRAVO: - back-and-forth

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>B</b> <b>back-and-forth...</b> [1] 39/3 <b>bad</b> [1] 16/3 <b>ball</b> [1] 8/23 <b>ballot</b> [1] 36/15 <b>bargain</b> [4] 13/1 13/9 13/10 13/11 <b>bargained</b> [1] 14/25 <b>based</b> [1] 41/12 <b>baseline</b> [1] 4/13 <b>basic</b> [2] 33/15 38/2 <b>basically</b> [1] 41/11 <b>bat</b> [1] 11/19 <b>battle</b> [3] 5/4 8/11 9/13 <b>battles</b> [2] 8/9 20/7 <b>be</b> [51] <b>because</b> [41] 5/13 6/15 7/6 7/7 7/15 8/11 8/24 10/2 10/4 11/5 13/6 14/18 15/11 15/16 15/18 16/5 16/12 17/6 19/16 21/3 21/11 21/18 22/4 22/17 23/25 26/18 26/24 29/9 30/22 33/24 34/12 34/17 34/18 35/14 36/4 36/20 38/10 40/6 40/6 41/16 41/22 <b>become</b> [1] 35/8 <b>been</b> [12] 4/2 29/19 32/8 32/15 33/1 33/14 33/14 34/7 36/8 40/8 40/20 42/9 <b>before</b> [14] 1/17 4/2 9/15 9/20 9/25 14/9 16/7 36/8 37/1 40/23 41/14 42/20 42/22 44/6 <b>BEFORE-ENTITLED</b> [1] 44/6 <b>behalf</b> [3] 3/9 3/10 3/16 <b>behind</b> [1] 8/22 <b>being</b> [5] 6/1 13/6 20/2 25/2 34/12 <b>believe</b> [2] 39/11 42/15 <b>benefit</b> [8] 12/9 14/24 17/1 17/11 17/12 17/16 22/24 24/22 <b>benefits</b> [11] 4/18 4/24 10/8 10/9 10/17 12/22 15/2 16/2	20/11 25/22 31/19 <b>BEST</b> [1] 44/11 <b>bestow</b> [1] 8/16 <b>better</b> [3] 25/16 27/13 35/22 <b>bigger</b> [2] 21/25 22/19 <b>bill</b> [1] 13/14 <b>bit</b> [1] 18/1 <b>BLAKEY</b> [2] 2/11 3/10 <b>blown</b> [1] 9/15 <b>blush</b> [1] 35/17 <b>both</b> [1] 13/9 <b>bother</b> [1] 15/7 <b>bottom</b> [1] 31/13 <b>BRADLEY</b> [2] 2/3 3/12 <b>BRAVO</b> [2] 2/4 3/16 <b>bread</b> [1] 27/5 <b>briefing</b> [3] 5/3 20/8 40/9 <b>briefly</b> [1] 34/24 <b>bring</b> [2] 4/4 33/8 <b>bringing</b> [1] 30/8 <b>brought</b> [2] 31/25 41/16 <b>Bud</b> [1] 35/22 <b>built</b> [2] 31/3 31/11 <b>Burwell</b> [1] 7/8 <b>business</b> [3] 22/1 22/3 22/19 <b>businesses</b> [1] 22/11 <b>but</b> [42] 5/14 5/16 6/1 7/10 8/14 9/15 9/20 10/11 11/9 11/16 14/1 14/10 14/19 14/20 14/22 15/20 16/20 20/25 22/10 22/13 22/25 23/5 23/13 23/24 24/6 24/9 24/24 25/24 26/14 26/21 27/2 27/9 27/18 30/10 30/25 31/24 33/19 34/21 35/2 37/13 39/4 40/1 <b>BUTLER</b> [2] 2/4 3/15 <b>C</b> <b>calculation</b> [1] 15/21 <b>calculus</b> [1] 15/13 <b>call</b> [2] 15/1 36/4 <b>came</b> [4] 18/2 35/3 37/3 39/21 <b>can</b> [28] 4/3 4/25	5/23 6/24 6/25 11/3 12/5 12/10 13/4 14/16 17/19 17/21 18/5 18/10 22/3 22/19 22/22 23/11 23/11 24/17 24/23 25/4 27/1 27/4 31/8 34/22 36/3 41/22 <b>can't</b> [22] 17/10 18/18 18/19 19/5 20/15 22/2 22/6 22/15 22/16 23/7 23/13 23/16 24/8 24/11 32/17 39/19 39/20 40/5 40/11 40/17 40/18 40/19 <b>cap</b> [1] 15/13 <b>care</b> [3] 7/9 17/6 23/2 <b>Carson</b> [2] 18/1 34/13 <b>Carson City</b> [1] 34/13 <b>case</b> [10] 1/1 4/2 4/4 6/15 7/8 20/24 36/12 37/24 39/21 42/12 <b>cause</b> [3] 30/23 30/25 31/4 <b>CCR</b> [2] 1/24 44/17 <b>certainly</b> [1] 14/8 <b>CERTIFICATE</b> [1] 44/1 <b>certification</b> [1] 42/15 <b>CERTIFIED</b> [1] 44/4 <b>CERTIFY</b> [1] 44/5 <b>challenged</b> [1] 36/20 <b>chance</b> [2] 7/22 15/1 <b>change</b> [1] 27/21 <b>choice</b> [4] 11/6 13/2 26/1 26/25 <b>choices</b> [1] 13/1 <b>choose</b> [1] 13/22 <b>circle</b> [1] 4/22 <b>circumstance</b> [1] 15/5 <b>circumstances</b> [5] 19/23 21/5 22/7 26/6 34/17 <b>cite</b> [1] 29/23 <b>cited</b> [2] 40/13 40/15 <b>cites</b> [1] 40/14 <b>City</b> [2] 18/1 34/13 <b>claim</b> [2] 3/21 38/11 <b>claimed</b> [1] 39/23 <b>CLARK</b> [3] 1/7 44/3	44/14 <b>class</b> [2] 28/23 42/15 <b>cleaner</b> [1] 14/9 <b>clear</b> [2] 12/13 35/7 <b>clearly</b> [3] 4/6 4/7 20/20 <b>college</b> [3] 26/2 26/3 26/9 <b>come</b> [3] 9/25 15/18 37/1 <b>comes</b> [3] 8/19 36/19 41/12 <b>coming</b> [2] 5/13 14/2 <b>comma</b> [1] 24/14 <b>command</b> [7] 4/17 10/9 10/10 10/14 11/7 11/7 11/9 <b>comment</b> [2] 35/15 38/23 <b>commission</b> [1] 41/10 <b>commissioner</b> [13] 17/23 30/1 30/21 31/5 31/22 32/2 32/12 32/18 35/10 35/13 36/11 39/5 41/20 <b>commissioner's</b> [6] 28/25 30/2 31/3 31/9 39/17 40/10 <b>commissioners'</b> [1] 28/13 <b>company</b> [4] 23/14 23/25 24/2 25/4 <b>complaint</b> [5] 30/6 30/7 30/10 31/12 37/4 <b>complaints</b> [1] 30/23 <b>complex</b> [1] 41/25 <b>compliance</b> [2] 28/21 29/10 <b>comply</b> [2] 11/7 19/8 <b>complying</b> [2] 38/17 40/25 <b>concepts</b> [2] 9/24 11/18 <b>concerned</b> [4] 31/14 34/18 41/23 42/13 <b>CONCLUDED</b> [1] 43/6 <b>conduct</b> [2] 11/8 33/23 <b>confused</b> [1] 27/22 <b>Congress</b> [1] 8/1 <b>consequences</b> [1]	32/24 <b>consider</b> [1] 31/9 <b>consideration</b> [1] 4/5 <b>considerations</b> [2] 31/24 42/9 <b>consist</b> [1] 10/18 <b>consistent</b> [1] 20/12 <b>constant</b> [1] 42/13 <b>CONSTITUTES</b> [1] 44/10 <b>Constitution</b> [13] 4/11 18/7 18/20 22/1 30/24 33/16 37/10 37/18 38/17 38/19 39/1 39/6 39/18 <b>constitutional</b> [9] 4/17 14/3 19/4 19/9 19/15 21/2 33/21 41/6 41/11 <b>construct</b> [1] 11/20 <b>construction</b> [3] 11/13 11/17 12/11 <b>contain</b> [1] 10/14 <b>contained</b> [1] 16/15 <b>contemplates</b> [1] 29/1 <b>contend</b> [1] 5/9 <b>context</b> [3] 10/11 17/13 37/23 <b>contracts</b> [1] 28/22 <b>contradict</b> [2] 29/25 30/2 <b>contradictory</b> [1] 31/8 <b>contrary</b> [4] 18/6 18/20 29/24 40/21 <b>convenience</b> [2] 23/20 23/21 <b>Convention</b> [1] 36/14 <b>correct</b> [7] 3/22 3/23 5/19 5/21 34/14 34/15 40/25 <b>correctly</b> [1] 27/20 <b>cost</b> [3] 4/19 10/20 15/15 <b>could</b> [3] 10/6 20/19 33/13 <b>couldn't</b> [2] 30/14 30/14 <b>counsel</b> [3] 14/13 24/19 41/21 <b>counsel's</b> [2] 39/15 39/21 <b>counter</b> [1] 8/11 <b>counterpoints</b> [1] 33/8 <b>county</b> [6] 1/7 27/4
--	--	--	---	--

(2) back-and-forth... - county

<div>C</div> <div>county... [4] 27/6 27/7 44/3 44/14 course [1] 20/24 COURT [15] 1/6 1/18 7/7 9/14 9/16 15/24 20/8 30/5 30/17 30/20 31/9 32/23 36/24 37/14 40/23 Court's [1] 7/13 courts [2] 8/10 9/21 coverage [3] 5/18 16/13 25/5 covered [1] 25/15 create [1] 23/6 created [1] 34/4 critical [1] 14/4 cut [1] 13/14</div> <div>D</div> <div>DANIEL [2] 2/4 3/16 data [1] 36/17 DATED [1] 1/20 day [2] 39/4 42/25 day's [1] 38/10 deal [1] 16/4 deals [1] 33/22 dealt [2] 7/8 7/15 decide [3] 9/19 14/16 23/11 decision [6] 7/10 7/12 7/13 25/17 41/3 41/12 declination [2] 28/25 30/15 declined [2] 32/7 38/5 declines [2] 29/2 29/4 defendant [3] 1/13 2/9 3/9 defendant's [5] 5/22 8/12 10/23 12/18 17/17 defendants [6] 3/11 4/21 10/1 20/19 20/22 37/24 defense [1] 5/16 deference [1] 37/19 definition [3] 5/4 5/6 8/24 definitions [1] 8/12 dependents [1] 10/19 depends [2] 25/11 25/12 deposition [2] 25/9 25/19</div>	<div>depositions [1] 30/11 DEPT [1] 1/3 described [4] 24/15 24/16 25/22 25/23 detail [1] 33/19 determination [1] 5/7 determine [1] 14/5 develop [1] 32/16 developed [1] 39/24 development [2] 35/2 37/16 developments [1] 18/3 DIAZ [6] 1/9 3/7 12/20 17/2 30/9 30/13 dictionary [4] 5/3 8/9 9/13 20/7 did [3] 11/5 16/11 24/21 didn't [8] 11/16 12/21 26/7 26/14 26/15 27/22 36/20 36/21 differ [1] 5/5 difference [1] 29/14 different [5] 11/4 11/17 11/18 34/17 39/12 differently [3] 21/24 22/3 29/17 DIRECTION [1] 44/9 directly [2] 39/10 39/14 disagree [2] 13/12 13/15 discovered [2] 30/12 39/22 discovery [3] 5/22 20/21 30/11 discussion [1] 33/13 distinction [1] 29/11 DISTRICT [2] 1/6 1/18 do [44] 4/15 5/22 6/9 6/14 6/14 8/15 9/4 9/7 9/11 9/12 9/23 10/25 11/23 12/24 15/7 15/13 15/17 15/25 17/5 21/4 21/14 25/13 25/14 32/19 32/21 33/5 33/16 33/16 33/18 33/18 34/1 34/6 34/6 34/11 34/11 34/21 34/21</div>	<div>35/16 35/18 35/22 35/24 36/9 37/7 44/4 DOCKET [1] 1/2 does [13] 4/15 4/20 4/21 4/23 5/2 5/11 9/11 10/8 10/25 12/4 19/6 27/16 40/3 doesn't [24] 8/14 9/2 9/3 9/10 10/4 10/7 10/25 11/7 19/9 21/19 22/9 22/21 23/5 23/6 29/2 29/4 31/5 34/9 38/1 38/4 38/5 38/11 38/15 40/1 doing [1] 23/18 dollar [5] 6/22 13/3 13/17 15/18 15/19 don't [26] 5/12 6/1 7/4 10/15 12/12 16/4 21/21 22/11 22/23 25/2 26/19 27/2 28/5 29/13 29/22 29/23 29/24 33/12 33/19 33/23 36/5 36/25 37/1 37/18 42/8 42/8 done [4] 20/15 22/25 38/10 42/22 down [5] 12/20 13/6 41/12 42/1 44/5 dozen [1] 11/4 dozens [1] 8/14 drafters [1] 11/14 DSPRINGMEYER [1] 2/7 due [2] 32/1 42/16 during [1] 30/11 duty [2] 36/25 37/13</div> <div>E</div> <div>EAST [1] 2/5 easy [1] 18/21 economical [1] 15/13 effect [6] 19/10 21/3 26/1 26/20 34/20 35/4 eight [1] 8/23 embedded [1] 15/21 emergency [2] 35/13 35/16 employee [18] 9/6 10/19 10/19 10/20 11/16 13/4 13/12 13/16 13/23 14/6 22/21 25/1 27/3 28/16 28/17 28/21 29/1 32/7 employee's [2]</div>	<div>10/19 10/21 employees [13] 4/24 5/22 6/1 11/6 12/19 13/11 15/14 16/2 17/1 19/11 28/23 34/4 37/25 employer [23] 4/14 4/15 4/17 9/8 10/7 10/22 13/1 13/13 13/13 14/15 15/12 15/15 19/8 21/5 24/15 25/22 26/7 28/22 29/10 32/6 36/6 37/13 37/17 employers [20] 15/7 16/1 17/1 21/18 21/20 23/6 29/13 32/2 32/8 32/13 32/13 32/17 32/21 32/24 39/16 40/2 40/4 40/24 41/4 41/18 employment [1] 24/25 enact [1] 35/16 enacted [6] 12/8 12/24 18/4 26/13 35/12 35/13 end [2] 37/16 39/4 enforce [2] 37/5 37/14 English [1] 9/3 enroll [2] 15/1 29/2 enrolls [1] 25/11 entire [2] 7/10 13/24 entirely [1] 21/20 ENTITLED [1] 44/6 equals [1] 14/5 ESQ [5] 2/3 2/4 2/4 2/10 2/11 essence [1] 19/19 essentially [2] 8/4 8/8 even [19] 8/18 9/2 9/3 9/10 9/11 9/15 9/21 10/2 11/21 15/6 16/7 17/3 19/21 20/18 24/12 37/9 38/1 41/21 42/16 ever [1] 19/23 every [5] 12/16 13/17 14/6 14/14 14/15 everybody [2] 38/9 38/13 everyone [3] 5/4 6/17 42/25 everything [1] 28/9 evidence [1] 5/15</div>	<div>exactly [8] 6/7 7/20 7/21 8/8 14/11 20/10 31/18 37/22 example [4] 7/7 23/15 26/18 27/5 exchange [1] 6/21 execution [1] 30/15 exist [1] 38/7 expands [1] 39/7 explain [1] 30/14 explanation [2] 28/5 31/7 exposed [1] 15/12 extra [1] 15/18 extrinsic [1] 40/15</div> <div>F</div> <div>face [1] 31/11 fact [6] 5/21 10/25 11/4 11/11 37/6 37/15 factors [3] 25/12 25/12 25/17 factual [2] 21/16 42/7 fairly [1] 12/13 families [1] 17/5 family [3] 13/25 16/8 17/7 far [5] 25/19 31/13 32/24 41/8 42/12 far-reaching [1] 32/24 fascinating [1] 34/25 father [1] 13/24 Fax [2] 2/6 2/13 federal [2] 12/14 12/21 few [2] 7/18 7/18 figure [1] 35/24 filed [3] 17/22 42/14 42/17 finally [1] 15/4 find [1] 12/4 fine [1] 39/25 firm [3] 22/14 24/19 24/22 firms [1] 35/21 first [18] 3/20 4/7 5/1 10/13 20/14 20/17 20/19 24/12 30/23 35/17 36/25 37/13 37/25 38/17 40/2 40/2 40/7 42/1 fit [1] 36/20 flatly [1] 10/4 focus [1] 41/5 focused [1] 16/13</div>
---	--	--	--	--

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>F</b> <b>focusing</b> [1] 26/21 <b>follow</b> [1] 21/11 <b>following</b> [1] 7/23 <b>force</b> [2] 21/3 21/21 <b>forced</b> [2] 10/1 21/5 <b>FOREGOING</b> [1] 44/10 <b>foresee</b> [1] 8/20 <b>forever</b> [2] 22/18 23/8 <b>form</b> [5] 4/18 5/10 21/22 30/15 36/20 <b>forth</b> [3] 31/18 31/18 39/3 <b>forward</b> [1] 34/20 <b>four</b> [3] 38/13 39/11 39/12 <b>frank</b> [1] 33/14 <b>frankly</b> [3] 16/5 17/2 38/15 <b>friendly</b> [2] 36/7 37/17 <b>front</b> [2] 17/25 40/10 <b>full</b> [2] 9/15 44/10 <b>full-blown</b> [1] 9/15 <b>function</b> [1] 8/1 <b>furnish</b> [1] 5/8 <b>further</b> [1] 39/25 <b>furthermore</b> [2] 19/22 28/24	<b>glossed</b> [1] 20/3 <b>go</b> [16] 6/25 12/5 16/5 17/4 24/24 25/17 32/10 34/1 35/14 35/20 35/22 36/18 36/19 36/19 37/4 40/1 <b>goes</b> [1] 34/19 <b>going</b> [18] 6/13 8/9 9/4 14/13 24/20 25/3 25/5 29/16 30/4 34/9 35/8 37/7 38/18 41/4 41/5 41/7 41/12 42/1 <b>good</b> [12] 3/8 3/14 3/18 16/7 23/15 23/22 23/25 26/4 26/17 27/8 37/7 38/9 <b>got</b> [8] 5/4 12/22 22/19 25/9 35/23 36/9 36/10 40/12 <b>government</b> [2] 27/3 27/4 <b>grant</b> [2] 18/6 41/9 <b>granted</b> [1] 18/15 <b>great</b> [4] 7/10 27/5 27/6 33/19 <b>gross</b> [1] 10/21 <b>group</b> [1] 5/25 <b>guess</b> [7] 19/14 19/22 21/13 21/16 27/12 34/13 39/15 <b>guidance</b> [2] 32/14 35/18 <b>guy</b> [5] 21/25 21/25 22/6 22/9 24/1	29/8 <b>health</b> [58] <b>hearing</b> [2] 17/25 30/6 <b>her</b> [2] 30/9 30/14 <b>here</b> [20] 4/15 6/4 8/5 12/12 13/10 14/9 20/3 20/19 23/9 24/18 30/4 32/1 32/15 32/22 33/9 36/10 37/5 37/9 39/1 42/7 <b>here's</b> [1] 6/4 <b>HEREBY</b> [1] 44/5 <b>herein</b> [4] 24/16 24/17 25/23 40/16 <b>HEREUNTO</b> [1] 44/13 <b>high</b> [1] 22/17 <b>him</b> [1] 27/18 <b>history</b> [2] 22/24 29/24 <b>holds</b> [1] 28/10 <b>Honor</b> [63] <b>Honor's</b> [3] 5/7 33/14 42/9 <b>HONORABLE</b> [1] 1/17 <b>hour</b> [14] 13/17 13/17 19/24 20/21 20/22 21/6 21/17 22/5 22/7 22/18 24/2 24/14 26/10 27/15 <b>hourly</b> [2] 6/11 21/21 <b>how</b> [17] 11/16 14/13 18/1 19/6 19/8 23/1 23/1 29/10 29/18 31/8 32/19 33/12 34/9 36/10 39/3 40/4 40/11 <b>HOWARD</b> [1] 2/11 <b>however</b> [2] 19/18 22/20 <b>HUGHES</b> [1] 2/11 <b>hypothetically</b> [4] 26/1 26/15 26/15 34/8	<b>i.e</b> [1] 6/11 <b>if</b> [68] <b>ignore</b> [2] 30/18 30/20 <b>ignored</b> [2] 39/16 39/17 <b>ignoring</b> [1] 31/11 <b>illustrate</b> [1] 26/22 <b>Immediately</b> [1] 35/12 <b>impact</b> [1] 33/21 <b>impart</b> [1] 8/16 <b>implausible</b> [1] 7/25 <b>important</b> [2] 5/6 41/17 <b>impression</b> [1] 42/1 <b>impressions</b> [1] 4/7 <b>in</b> [89] <b>inadequate</b> [1] 38/6 <b>incentive</b> [1] 19/20 <b>including</b> [2] 12/20 40/14 <b>income</b> [1] 10/21 <b>indeed</b> [2] 30/13 39/23 <b>indicate</b> [1] 9/14 <b>indicated</b> [2] 26/24 44/7 <b>individual</b> [1] 26/25 <b>individualized</b> [2] 25/18 25/25 <b>instance</b> [1] 14/22 <b>instructed</b> [1] 34/24 <b>insurance</b> [78] <b>insure</b> [1] 17/5 <b>intended</b> [1] 17/10 <b>intentioned</b> [1] 8/1 <b>interest</b> [3] 7/11 7/23 38/20 <b>interesting</b> [3] 4/5 18/3 30/22 <b>interpret</b> [1] 19/14 <b>interpretation</b> [6] 4/23 10/2 10/4 10/23 12/18 14/23 <b>interpreted</b> [3] 19/16 32/4 32/5 <b>into</b> [13] 5/3 8/10 18/19 25/9 25/9 25/17 31/4 31/11 34/1 34/19 35/3 36/6 44/8 <b>inures</b> [1] 17/16 <b>inuring</b> [1] 17/12 <b>invalidate</b> [1] 17/23 <b>involved</b> [1] 13/10 <b>involves</b> [1] 12/25 <b>iPad</b> [1] 7/12 <b>is</b> [143]	<b>isn't</b> [3] 11/21 27/8 37/7 <b>ISOM</b> [4] 1/24 44/4 44/17 44/17 <b>issue</b> [8] 14/4 26/21 27/24 32/1 34/25 35/9 40/23 41/25 <b>it</b> [109] <b>it's</b> [28] 6/10 7/9 7/25 8/5 10/3 11/3 11/21 11/22 13/8 13/16 15/17 17/3 17/6 18/3 18/7 27/6 28/16 28/17 29/13 33/1 34/24 35/22 36/19 39/6 40/11 41/5 41/10 41/25 <b>its</b> [7] 9/24 10/11 12/11 13/14 15/2 22/17 24/7 <b>itself</b> [3] 9/23 12/7 38/6
<b>G</b> <b>general's</b> [1] 35/9 <b>gerund</b> [1] 11/21 <b>get</b> [44] 5/3 9/15 9/21 10/2 10/7 10/8 12/21 13/11 13/13 13/19 13/21 13/25 14/19 14/24 14/24 15/1 16/23 17/2 18/9 19/11 19/23 22/3 22/5 22/22 23/4 24/8 24/11 26/25 27/22 29/5 29/22 32/13 33/3 34/24 35/23 36/16 36/19 36/25 37/1 38/23 40/17 40/18 40/19 42/22 <b>gets</b> [6] 13/1 13/13 13/14 13/16 25/20 34/6 <b>getting</b> [3] 7/11 15/19 25/9 <b>give</b> [8] 5/9 7/6 8/16 8/25 11/5 13/4 35/18 35/25 <b>given</b> [2] 13/17 37/15	<b>H</b> <b>had</b> [7] 7/10 7/22 20/7 26/2 35/6 44/6 44/12 <b>happened</b> [6] 15/23 28/6 30/7 30/11 30/15 40/7 <b>happens</b> [2] 34/16 41/17 <b>happy</b> [1] 33/6 <b>hardship</b> [1] 23/18 <b>has</b> [21] 5/4 6/17 6/20 6/21 8/24 18/15 19/1 20/16 20/25 21/4 25/12 25/14 25/16 26/4 27/5 27/6 29/19 30/5 33/7 33/13 41/10 <b>have</b> [80] <b>haven't</b> [2] 4/2 7/10 <b>he</b> [5] 7/14 29/4 29/4 29/9 41/22 <b>he's</b> [3] 22/6 24/2	<b>I</b> <b>I'll</b> [5] 18/22 27/18 33/6 38/9 42/21 <b>I'm</b> [22] 5/12 6/9 6/13 14/13 14/18 14/18 15/16 21/11 22/8 23/24 24/24 24/25 25/3 26/21 27/7 27/7 34/9 39/15 41/3 41/6 41/12 42/1	<b>Justice</b> [3] 7/14 7/24 17/9 <b>Justice Roberts</b> [2] 7/14 17/9	<b>J</b> <b>job</b> [2] 26/4 27/12 <b>JORDAN</b> [2] 2/4 3/14 <b>JUDGE</b> [3] 1/17 1/18 17/25 <b>judgment</b> [2] 3/20 30/9 <b>July</b> [1] 42/19 <b>July 9th</b> [1] 42/19 <b>JUNE</b> [2] 1/20 3/1 <b>junk</b> [1] 38/12 <b>just</b> [25] 4/10 8/22 9/8 10/11 11/19 14/6 15/10 15/17 19/10 21/21 22/10 22/17 22/21 23/16 23/17 26/17 27/21 29/2 31/19 34/8 34/10 39/8 39/8 39/13 41/2 <b>Justice</b> [3] 7/14 7/24 17/9 <b>Justice Roberts</b> [2] 7/14 17/9
			<b>K</b> <b>KATHRYN</b> [2] 2/11 3/10 <b>keep</b> [1] 14/2 <b>key</b> [1] 27/24 <b>kind</b> [6] 6/13 13/1 14/13 14/17 14/18 24/23 <b>King</b> [1] 7/8 <b>knew</b> [2] 11/15 11/15	

(4) focusing - knew

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>K</b> <b>know [32]</b> 6/3 7/8 8/10 8/23 9/2 10/14 13/13 14/16 14/17 16/2 16/3 16/12 17/9 18/1 20/21 22/24 23/14 23/15 23/17 24/1 26/18 26/19 27/8 33/12 33/23 33/25 34/12 37/15 40/4 41/22 42/7 42/12	24/6 <b>less [6]</b> 4/14 4/16 13/3 14/25 17/1 17/4 <b>let [1]</b> 27/18 <b>Let's [2]</b> 3/6 3/19 <b>level [2]</b> 12/21 15/2 <b>liability [2]</b> 3/20 20/23 <b>liable [2]</b> 37/25 38/13 <b>liberal [1]</b> 12/11 <b>like [7]</b> 6/10 8/15 17/2 17/20 18/11 24/6 33/7 <b>limited [1]</b> 41/10 <b>line [2]</b> 20/10 31/13 <b>linguistic [1]</b> 11/20 <b>linguistically [1]</b> 12/2 <b>listened [1]</b> 32/11 <b>listening [1]</b> 21/12 <b>little [5]</b> 18/1 22/6 22/8 34/6 39/15 <b>LITTLER [1]</b> 2/10 <b>LITTLER.COM [1]</b> 2/14 <b>live [2]</b> 38/9 41/22 <b>LLC [2]</b> 1/12 3/7 <b>LLP [1]</b> 2/3 <b>lobbying [1]</b> 36/4 <b>lobbyists [1]</b> 36/5 <b>logic [1]</b> 21/12 <b>long [2]</b> 22/4 27/15 <b>look [18]</b> 7/3 9/16 9/23 12/23 14/2 14/14 19/3 19/13 24/20 24/21 25/2 25/3 25/4 30/6 30/22 33/20 34/2 41/7 <b>looked [5]</b> 7/14 8/13 8/18 17/14 30/5 <b>looking [6]</b> 5/12 10/11 14/18 24/25 26/11 41/3 <b>loophole [1]</b> 16/25 <b>losing [1]</b> 6/22 <b>lost [1]</b> 39/15 <b>lot [2]</b> 25/11 25/12 <b>lousy [1]</b> 16/4 <b>love [1]</b> 8/10 <b>low [1]</b> 23/16 <b>lower [6]</b> 6/11 6/20 8/7 21/14 29/8 33/3 <b>lowest [2]</b> 12/9 12/14	<b>main [2]</b> 27/5 30/7 <b>maintain [1]</b> 8/16 <b>maintains [1]</b> 28/22 <b>majority [1]</b> 5/22 <b>make [10]</b> 9/10 20/9 23/22 27/16 28/11 32/20 39/2 40/11 41/2 41/12 <b>makes [3]</b> 10/24 39/9 39/13 <b>making [5]</b> 6/20 10/18 20/12 25/13 31/19 <b>mandate [2]</b> 20/1 33/15 <b>manual [1]</b> 25/1 <b>many [1]</b> 37/24 <b>margin [1]</b> 35/7 <b>margins [1]</b> 23/17 <b>materials [1]</b> 36/16 <b>math [1]</b> 15/17 <b>matter [11]</b> 5/11 7/25 9/16 14/24 31/6 38/4 38/6 38/7 38/11 38/16 44/6 <b>matters [1]</b> 12/12 <b>may [2]</b> 13/22 15/14 <b>maybe [2]</b> 37/4 39/16 <b>MDC [2]</b> 1/12 3/7 <b>me [10]</b> 15/17 19/14 21/1 21/4 25/5 33/8 33/20 34/24 37/1 38/16 <b>mean [41]</b> 4/20 4/21 4/23 5/2 6/24 7/3 7/9 8/7 8/24 9/11 9/18 11/18 14/10 14/12 16/20 18/3 18/12 18/14 20/4 21/23 23/2 23/14 24/6 24/12 24/17 24/23 24/23 24/24 25/17 26/18 27/23 28/3 32/15 32/17 34/9 37/19 39/4 39/20 40/11 41/3 42/6 <b>meaning [11]</b> 6/11 7/1 7/18 10/17 12/1 12/2 12/6 17/15 20/11 25/6 32/17 <b>means [12]</b> 5/5 5/8 5/10 8/12 8/19 10/3 11/14 20/9 20/13 31/19 39/2 39/9 <b>meant [6]</b> 8/7 11/15 12/13 21/2 32/5 32/6 <b>measure [2]</b> 17/11 36/15	<b>meet [3]</b> 8/21 11/9 38/2 <b>MENDELSON [1]</b> 2/10 <b>mention [1]</b> 35/19 <b>merely [2]</b> 12/18 15/25 <b>merits [1]</b> 12/11 <b>might [2]</b> 25/25 27/11 <b>Mine [1]</b> 27/8 <b>minimal [1]</b> 21/20 <b>minimum [39]</b> 4/11 4/12 6/16 12/14 12/15 13/5 14/14 14/21 15/12 15/22 16/2 19/9 19/18 20/4 20/5 23/1 24/3 24/7 25/21 26/8 27/12 27/24 28/4 28/7 28/10 28/12 28/15 29/18 29/22 30/3 31/17 31/20 32/4 35/3 36/4 39/10 39/14 40/17 40/19 <b>missing [2]</b> 23/9 39/1 <b>modified [2]</b> 30/16 30/17 <b>mom [1]</b> 22/16 <b>mom-and-pop [1]</b> 22/16 <b>moment [1]</b> 17/19 <b>money [3]</b> 13/4 17/4 23/22 <b>MONTGOMERY [2]</b> 2/10 3/9 <b>month [1]</b> 42/15 <b>more [7]</b> 10/20 13/6 15/15 33/13 36/6 39/19 40/12 <b>morning [5]</b> 3/8 3/14 3/18 7/11 7/22 <b>morphed [1]</b> 36/6 <b>motion [3]</b> 3/19 30/8 42/14 <b>MOTIONS [1]</b> 1/15 <b>motivation [1]</b> 19/20 <b>move [1]</b> 3/6 <b>moves [1]</b> 34/20 <b>moving [3]</b> 31/25 40/9 40/13 <b>MPAEK [1]</b> 2/14 <b>Ms. [2]</b> 12/20 17/2 <b>Ms. Diaz [2]</b> 12/20 17/2 <b>much [6]</b> 14/8 17/16 18/21 29/18 33/13 37/19	<b>murky [3]</b> 34/6 34/22 37/16 <b>must [6]</b> 4/17 11/9 11/23 12/11 19/18 28/20 <b>my [18]</b> 3/21 7/9 7/11 9/6 9/6 9/8 9/8 15/14 24/18 25/24 27/6 38/21 41/3 41/14 44/9 44/11 44/14 44/14 <b>myself [1]</b> 14/3
<b>L</b> <b>labor [23]</b> 17/23 23/16 28/13 28/24 29/25 30/1 30/21 31/3 31/5 31/9 31/22 32/2 32/12 32/18 35/10 35/13 35/20 36/11 39/5 39/17 40/10 41/10 41/19 <b>landscape [1]</b> 23/18 <b>landscaping [3]</b> 23/14 23/24 24/2 <b>language [19]</b> 8/22 9/22 10/12 10/12 12/1 17/15 28/7 28/10 28/12 28/13 29/22 30/3 30/18 31/11 31/17 36/21 37/18 39/18 40/17 <b>large [1]</b> 7/2 <b>larger [1]</b> 22/3 <b>LAS [4]</b> 2/5 2/12 3/1 36/14 <b>last [3]</b> 7/1 42/4 42/15 <b>late [1]</b> 35/4 <b>later [1]</b> 5/23 <b>Latin [2]</b> 8/18 8/19 <b>law [13]</b> 8/1 18/16 22/14 24/19 24/22 34/19 35/8 35/21 37/1 37/5 38/2 38/6 40/2 <b>lawmaker [2]</b> 36/11 37/2 <b>laws [1]</b> 39/3 <b>lawsuit [1]</b> 40/6 <b>layer [1]</b> 7/1 <b>layers [2]</b> 5/1 6/25 <b>leads [2]</b> 15/23 31/23 <b>least [2]</b> 13/19 39/12 <b>legal [1]</b> 38/16 <b>legislative [2]</b> 22/24 29/24 <b>legislature [2]</b> 22/25	<b>M</b> <b>Ma'am [1]</b> 9/7 <b>made [2]</b> 28/20 39/4		<b>N</b> <b>NAC [5]</b> 28/14 28/19 28/24 31/2 39/12 <b>NAC 608.102 [1]</b> 31/2 <b>NAME [1]</b> 44/14 <b>need [8]</b> 8/20 9/21 17/5 17/7 32/19 32/19 32/20 42/12 <b>needed [1]</b> 36/21 <b>needs [2]</b> 13/22 15/24 <b>NEVADA [12]</b> 1/7 3/1 4/10 8/6 12/16 14/7 14/15 30/24 32/12 41/18 44/2 44/15 <b>Nevada's [1]</b> 12/9 <b>never [6]</b> 21/16 30/10 32/11 36/8 39/23 40/10 <b>next [5]</b> 3/6 6/4 10/16 34/5 36/3 <b>nice [1]</b> 42/25 <b>nine [5]</b> 32/9 32/9 33/1 33/1 34/3 <b>no [25]</b> 1/1 5/9 5/9 5/9 9/8 12/10 12/22 13/20 13/20 13/22 14/11 14/24 16/14 17/12 19/12 19/12 20/22 20/25 23/10 26/14 31/7 35/19 38/7 40/21 42/6 <b>normally [2]</b> 33/20 34/18 <b>not [36]</b> 8/5 9/1 9/12 9/19 10/9 10/20 14/17 15/7 16/3 17/16 19/12 20/24 22/8 22/24 23/18 25/10 25/14 25/16 26/12 26/13 26/20 27/7 27/23 28/17 30/12 31/9 36/11 37/2 37/9 37/13 39/2	

(5) know - not

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>N</b> <b>not...</b> [5] 40/24 41/3 41/3 41/5 41/9 <b>NOTES</b> [1] 44/8 <b>nothing</b> [8] 8/8 17/2 23/18 25/13 39/5 40/3 40/13 42/18 <b>November</b> [2] 35/4 35/8 <b>now</b> [18] 5/14 9/13 10/23 12/4 12/7 12/14 12/23 17/4 25/1 31/4 32/10 34/5 34/16 37/3 37/20 39/24 42/13 42/19 <b>NRS</b> [1] 16/17 <b>NRS 689</b> [1] 16/17 <b>number</b> [2] 12/1 17/24 <b>nutshell</b> [1] 33/4 <b>NV</b> [3] 1/24 2/5 2/12 <b>O</b> <b>obviously</b> [3] 5/5 11/14 42/8 <b>off</b> [2] 11/19 36/18 <b>offer</b> [57] <b>offered</b> [17] 5/17 6/17 14/7 16/13 17/2 27/16 28/16 28/18 29/1 29/9 30/10 30/13 38/1 38/2 38/5 38/12 39/23 <b>offering</b> [14] 10/16 11/8 11/11 11/21 11/22 12/19 16/1 20/11 20/18 24/24 31/19 35/19 39/1 39/9 <b>offers</b> [1] 16/25 <b>OFFICE</b> [1] 44/14 <b>oftentimes</b> [1] 9/13 <b>Oh</b> [1] 4/6 <b>okay</b> [11] 5/20 6/5 6/10 6/16 6/24 18/8 24/25 25/25 29/7 37/23 42/18 <b>old</b> [2] 26/3 26/9 <b>on</b> [43] 3/6 3/9 3/10 3/16 3/20 4/2 5/23 7/11 8/22 13/12 13/15 15/13 16/6 16/13 18/10 18/22 19/2 24/9 25/11 25/12 26/5 26/21 27/10 28/25 30/4 31/23 32/8 32/17 32/25 33/14 34/21 36/13 36/15 36/25 37/3 37/6 37/14 38/23 39/7 39/15 40/3 41/5 42/10 <b>one</b> [16] 4/3 5/2 6/16 7/12 7/23 11/4 20/25 28/2 28/15 35/6 36/12 37/4 37/25 39/11 39/22 41/25 <b>one's</b> [1] 4/24 <b>ones</b> [1] 36/7 <b>only</b> [5] 14/4 24/17 36/4 37/13 37/20 <b>opened</b> [1] 16/25 <b>opinions</b> [1] 35/9 <b>opposed</b> [2] 15/19 37/17 <b>opposite</b> [1] 11/1 <b>opposition</b> [2] 31/25 42/16 <b>options</b> [1] 11/6 <b>or</b> [41] 9/11 9/19 11/2 11/4 11/4 12/11 14/17 15/2 15/3 15/8 16/6 17/6 17/7 18/7 18/20 21/15 22/15 22/24 24/21 25/10 25/14 25/16 26/12 27/9 27/11 28/6 28/22 29/23 30/1 31/25 33/7 33/21 35/23 35/24 38/12 39/2 39/13 40/11 40/24 41/5 41/9 <b>order</b> [1] 4/16 <b>other</b> [5] 8/20 14/23 27/10 29/25 39/16 <b>otherwise</b> [1] 28/22 <b>our</b> [10] 5/1 5/3 7/7 7/13 20/7 31/16 31/25 31/25 40/9 40/9 <b>out</b> [12] 9/22 13/11 15/18 23/2 24/7 24/13 29/19 35/21 35/24 37/8 39/6 40/8 <b>over</b> [7] 5/9 8/16 8/25 12/10 20/3 36/3 37/16 <b>overall</b> [2] 14/2 19/4 <b>overrun</b> [1] 15/20 <b>overwhelming</b> [1] 8/7 <b>P</b> <b>package</b> [2] 27/6 27/7 <b>PAEK</b> [2] 2/10 3/9 <b>page</b> [2] 3/7 37/15	<b>page 2</b> [1] 3/7 <b>paid</b> [7] 6/1 12/9 12/14 12/16 19/23 20/22 27/15 <b>papers</b> [4] 31/25 32/1 40/9 40/14 <b>paragraph</b> [3] 9/25 11/20 12/3 <b>paraphrase</b> [1] 17/9 <b>parent</b> [1] 26/4 <b>parents</b> [1] 26/4 <b>parents'</b> [2] 25/15 26/5 <b>PARKWAY</b> [1] 2/11 <b>part</b> [4] 7/15 21/20 27/11 42/9 <b>part-time</b> [2] 21/20 27/11 <b>partial</b> [2] 3/20 30/8 <b>particular</b> [5] 4/19 11/20 12/3 17/13 37/24 <b>particularly</b> [1] 37/17 <b>pass</b> [2] 35/8 40/2 <b>passage</b> [1] 32/3 <b>passed</b> [1] 35/6 <b>past</b> [1] 38/13 <b>PAULETTE</b> [1] 1/9 <b>pay</b> [16] 4/14 10/15 10/15 13/7 15/10 15/16 15/18 15/20 16/6 19/17 21/6 21/13 22/22 33/3 35/23 38/8 <b>paying</b> [6] 4/16 13/2 14/25 15/19 17/1 22/7 <b>PEGGY</b> [4] 1/24 44/4 44/17 44/17 <b>pending</b> [2] 17/24 42/18 <b>people</b> [10] 12/8 12/23 17/7 17/11 17/12 22/11 24/10 35/18 35/22 35/23 <b>per</b> [1] 19/23 <b>percent</b> [6] 10/21 13/5 13/8 13/18 15/13 15/21 <b>permanent</b> [1] 36/7 <b>person</b> [1] 13/23 <b>perspective</b> [2] 5/12 5/16 <b>petition</b> [1] 36/17 <b>place</b> [3] 18/19 39/6 44/7 <b>placed</b> [1] 19/21 <b>plain</b> [10] 8/22 9/3	12/1 25/6 28/7 28/9 29/22 30/18 31/17 40/17 <b>plaintiff</b> [7] 1/10 2/2 12/20 24/8 30/8 30/13 30/16 <b>plaintiff's</b> [6] 3/19 19/2 30/5 30/23 31/7 39/21 <b>plaintiffs</b> [7] 3/13 3/15 3/17 19/5 25/10 33/8 39/22 <b>plan</b> [3] 26/6 28/20 28/23 <b>plans</b> [1] 11/4 <b>plausible</b> [1] 8/5 <b>plus</b> [1] 6/12 <b>pocket</b> [1] 17/4 <b>point</b> [6] 6/19 26/22 33/15 36/13 39/15 41/17 <b>points</b> [1] 33/7 <b>policy</b> [3] 12/6 17/15 31/24 <b>poor</b> [1] 16/3 <b>pop</b> [1] 22/16 <b>posed</b> [1] 19/4 <b>position</b> [4] 23/6 31/8 31/15 31/16 <b>possible</b> [1] 24/5 <b>potentially</b> [4] 6/18 25/4 34/4 34/11 <b>practical</b> [1] 38/15 <b>precludes</b> [1] 11/12 <b>precursory</b> [1] 11/8 <b>premiums</b> [3] 10/20 15/14 15/20 <b>preparation</b> [1] 35/11 <b>pressing</b> [1] 42/12 <b>pretty</b> [2] 18/21 23/22 <b>previous</b> [2] 11/13 30/6 <b>prices</b> [1] 22/17 <b>prior</b> [1] 16/14 <b>privilege</b> [2] 4/16 38/19 <b>probably</b> [4] 23/15 23/25 26/19 27/13 <b>problem</b> [2] 32/21 40/16 <b>problematic</b> [2] 18/7 32/12 <b>problems</b> [1] 19/2 <b>procedural</b> [1] 34/1 <b>PROCEEDINGS</b> [3] 43/6 44/6 44/12 <b>process</b> [3] 32/1	35/15 36/3 <b>product</b> [1] 37/17 <b>promulgated</b> [5] 28/8 30/21 32/3 34/7 40/20 <b>proper</b> [2] 15/11 26/8 <b>prospective</b> [4] 33/24 37/21 41/15 41/22 <b>prospectively</b> [1] 38/8 <b>provide</b> [34] 4/18 4/21 4/23 5/5 8/12 8/13 8/19 8/24 9/11 9/19 9/24 10/3 10/10 10/12 10/14 10/15 10/24 11/8 11/9 11/13 11/23 12/1 12/4 15/8 20/17 24/20 25/1 25/5 25/7 26/7 33/17 35/19 35/19 40/11 <b>provided</b> [1] 38/12 <b>provider</b> [1] 10/8 <b>providere</b> [1] 8/19 <b>provides</b> [5] 9/6 9/8 11/2 24/15 25/22 <b>providing</b> [3] 11/9 13/2 15/16 <b>public</b> [3] 12/6 12/7 35/15 <b>punished</b> [2] 40/24 41/5 <b>put</b> [3] 23/2 35/21 36/15 <b>puts</b> [1] 18/19 <b>putting</b> [1] 23/17 <b>Q</b> <b>qualified</b> [2] 28/16 28/18 <b>qualify</b> [2] 4/14 4/16 <b>quality</b> [2] 15/3 16/13 <b>question</b> [14] 4/15 4/20 6/5 12/10 19/5 21/1 24/18 25/24 27/11 33/15 34/5 37/20 40/5 41/14 <b>questions</b> [5] 4/5 4/7 33/7 33/14 35/10 <b>quite</b> [2] 11/1 35/7 <b>quote</b> [2] 20/12 28/20 <b>R</b> <b>RABKIN</b> [1] 2/3 <b>raise</b> [2] 12/13
---	---	---	---

(6) not... - raise



<div><div>R</div><div><div>raise... [1] 12/21</div><div>range [1] 11/6</div><div>rate [8] 19/7 20/20 21/1 21/8 21/14 21/17 24/13 28/15</div><div>reaching [1] 32/24</div><div>read [7] 7/10 11/1 12/25 20/15 20/16 20/16 39/19</div><div>reading [1] 7/11</div><div>reads [1] 10/16</div><div>real [1] 26/17</div><div>reality [1] 24/3</div><div>realize [1] 26/19</div><div>really [19] 9/1 9/2 11/2 12/12 16/1 19/5 20/4 23/15 23/18 24/22 26/20 30/4 30/7 30/21 31/22 32/22 33/23 38/16 42/1</div><div>reason [2] 12/6 30/1</div><div>reasons [2] 5/23 37/24</div><div>recall [1] 33/19</div><div>recap [1] 4/10</div><div>RECORD [1] 44/11</div><div>redefined [1] 16/10</div><div>reduces [1] 12/19</div><div>regarding [1] 31/10</div><div>regardless [1] 15/2</div><div>regulation [10] 18/6 28/25 30/20 31/4 31/5 35/17 39/5 39/9 39/12 39/17</div><div>regulations [29] 16/14 17/18 17/24 18/2 18/19 28/8 28/14 29/23 30/2 31/10 31/22 32/3 32/5 32/9 32/18 33/20 34/7 34/12 34/21 35/3 35/14 36/6 36/7 40/3 40/10 40/20 41/7 41/8 41/19</div><div>reinforced [1] 28/19</div><div>reject [3] 5/23 17/3 21/15</div><div>rejected [1] 5/17</div><div>relation [1] 13/22</div><div>relied [3] 37/6 40/3 41/19</div><div>relief [1] 3/21</div><div>rely [3] 32/17 36/25 37/2</div><div>relying [2] 32/8</div></div></div> <tr><td><div><div>32/25</div><div><div>remedial [2] 12/8 17/11</div><div>remember [3] 5/13 36/12 36/13</div><div>render [1] 8/16</div><div>repeats [2] 39/8 39/8</div><div>REPORTED [1] 1/24</div><div>REPORTER [1] 44/4</div><div>REPORTER'S [2] 1/14 44/1</div><div>requesting [1] 19/14</div><div>required [1] 19/17</div><div>respond [1] 34/22</div><div>responsibility [2] 37/6 38/18</div><div>restates [1] 28/19</div><div>RESTAURANTS [2] 1/12 3/7</div><div>result [2] 15/24 16/25</div><div>retroactive [4] 33/24 37/21 41/15 41/23</div><div>retroactively [1] 32/11</div><div>RIFKIN [1] 2/3</div><div>right [45]</div><div>RMR [2] 1/24 44/17</div><div>ROAD [1] 2/5</div><div>Roberts [3] 7/14 7/24 17/9</div><div>rule [2] 34/10 35/16</div><div>rules [1] 11/12</div><div>ruling [2] 38/7 38/8</div><div>RUSSELL [1] 2/5</div></div><div><div>S</div><div><div>said [17] 10/7 19/3 19/12 19/13 22/10 24/6 24/20 24/25 25/3 27/18 35/17 35/18 36/18 36/24 39/1 41/21 44/7</div><div>sake [1] 34/8</div><div>salaries [1] 12/20</div><div>same [3] 8/4 23/20 31/11</div><div>saw [2] 5/3 40/2</div><div>say [20] 4/4 4/7 5/8 10/5 10/13 13/16 14/3 14/6 15/17 26/1 26/14 26/15 27/2 27/13 27/18 31/18 32/11 34/7 35/22 36/8</div><div>saying [15] 5/17 6/9 8/2 8/5 10/24 11/3</div></div></div></div><tr><td><div><div>13/20 15/25 19/7 25/4 25/21 27/14 27/20 28/4 31/5</div><div>says [8] 7/24 20/11 20/20 24/14 25/1 25/21 28/21 31/20</div><div>scenario [8] 21/16 24/5 27/14 27/25 28/2 28/6 28/6 41/17</div><div>scheme [4] 14/3 18/20 19/4 19/6</div><div>SCHRAGER [2] 2/3 3/12</div><div>SCHULMAN [1] 2/3</div><div>scouring [1] 32/15</div><div>second [8] 6/8 19/19 20/3 20/6 20/10 20/17 24/13 30/25</div><div>Secretary [4] 36/16 36/18 37/2 37/3</div><div>section [4] 10/17 20/12 30/25 31/1</div><div>Section 16 [2] 30/25 31/1</div><div>see [5] 3/19 6/13 14/10 16/4 25/24</div><div>seeking [2] 17/23 24/24</div><div>seen [1] 25/18</div><div>sense [4] 9/10 27/16 38/15 38/16</div><div>sentence [14] 10/16 11/12 20/3 20/6 20/6 20/10 20/14 20/17 20/18 20/20 24/12 24/13 24/16 40/18</div><div>sentences [8] 9/25 10/13 11/1 11/2 11/13 20/5 30/19 32/16</div><div>seriously [1] 4/4</div><div>set [3] 12/25 24/7 29/19</div><div>sets [2] 31/18 31/18</div><div>several [1] 4/25</div><div>shall [5] 10/17 14/7 14/15 20/12 24/13</div><div>SHAPIRO [1] 2/3</div><div>she [8] 5/17 30/9 30/9 30/10 30/14 30/14 39/23 39/24</div><div>shop [1] 22/16</div><div>SHORTHAND [1] 44/4</div><div>should [6] 32/11 38/20 39/16 39/17 39/18 40/24</div><div>shouldn't [1] 27/14</div></div></td></tr></td></tr>	<div><div>32/25</div><div><div>remedial [2] 12/8 17/11</div><div>remember [3] 5/13 36/12 36/13</div><div>render [1] 8/16</div><div>repeats [2] 39/8 39/8</div><div>REPORTED [1] 1/24</div><div>REPORTER [1] 44/4</div><div>REPORTER'S [2] 1/14 44/1</div><div>requesting [1] 19/14</div><div>required [1] 19/17</div><div>respond [1] 34/22</div><div>responsibility [2] 37/6 38/18</div><div>restates [1] 28/19</div><div>RESTAURANTS [2] 1/12 3/7</div><div>result [2] 15/24 16/25</div><div>retroactive [4] 33/24 37/21 41/15 41/23</div><div>retroactively [1] 32/11</div><div>RIFKIN [1] 2/3</div><div>right [45]</div><div>RMR [2] 1/24 44/17</div><div>ROAD [1] 2/5</div><div>Roberts [3] 7/14 7/24 17/9</div><div>rule [2] 34/10 35/16</div><div>rules [1] 11/12</div><div>ruling [2] 38/7 38/8</div><div>RUSSELL [1] 2/5</div></div><div><div>S</div><div><div>said [17] 10/7 19/3 19/12 19/13 22/10 24/6 24/20 24/25 25/3 27/18 35/17 35/18 36/18 36/24 39/1 41/21 44/7</div><div>sake [1] 34/8</div><div>salaries [1] 12/20</div><div>same [3] 8/4 23/20 31/11</div><div>saw [2] 5/3 40/2</div><div>say [20] 4/4 4/7 5/8 10/5 10/13 13/16 14/3 14/6 15/17 26/1 26/14 26/15 27/2 27/13 27/18 31/18 32/11 34/7 35/22 36/8</div><div>saying [15] 5/17 6/9 8/2 8/5 10/24 11/3</div></div></div></div> <tr><td><div><div>13/20 15/25 19/7 25/4 25/21 27/14 27/20 28/4 31/5</div><div>says [8] 7/24 20/11 20/20 24/14 25/1 25/21 28/21 31/20</div><div>scenario [8] 21/16 24/5 27/14 27/25 28/2 28/6 28/6 41/17</div><div>scheme [4] 14/3 18/20 19/4 19/6</div><div>SCHRAGER [2] 2/3 3/12</div><div>SCHULMAN [1] 2/3</div><div>scouring [1] 32/15</div><div>second [8] 6/8 19/19 20/3 20/6 20/10 20/17 24/13 30/25</div><div>Secretary [4] 36/16 36/18 37/2 37/3</div><div>section [4] 10/17 20/12 30/25 31/1</div><div>Section 16 [2] 30/25 31/1</div><div>see [5] 3/19 6/13 14/10 16/4 25/24</div><div>seeking [2] 17/23 24/24</div><div>seen [1] 25/18</div><div>sense [4] 9/10 27/16 38/15 38/16</div><div>sentence [14] 10/16 11/12 20/3 20/6 20/6 20/10 20/14 20/17 20/18 20/20 24/12 24/13 24/16 40/18</div><div>sentences [8] 9/25 10/13 11/1 11/2 11/13 20/5 30/19 32/16</div><div>seriously [1] 4/4</div><div>set [3] 12/25 24/7 29/19</div><div>sets [2] 31/18 31/18</div><div>several [1] 4/25</div><div>shall [5] 10/17 14/7 14/15 20/12 24/13</div><div>SHAPIRO [1] 2/3</div><div>she [8] 5/17 30/9 30/9 30/10 30/14 30/14 39/23 39/24</div><div>shop [1] 22/16</div><div>SHORTHAND [1] 44/4</div><div>should [6] 32/11 38/20 39/16 39/17 39/18 40/24</div><div>shouldn't [1] 27/14</div></div></td></tr>	<div><div>13/20 15/25 19/7 25/4 25/21 27/14 27/20 28/4 31/5</div><div>says [8] 7/24 20/11 20/20 24/14 25/1 25/21 28/21 31/20</div><div>scenario [8] 21/16 24/5 27/14 27/25 28/2 28/6 28/6 41/17</div><div>scheme [4] 14/3 18/20 19/4 19/6</div><div>SCHRAGER [2] 2/3 3/12</div><div>SCHULMAN [1] 2/3</div><div>scouring [1] 32/15</div><div>second [8] 6/8 19/19 20/3 20/6 20/10 20/17 24/13 30/25</div><div>Secretary [4] 36/16 36/18 37/2 37/3</div><div>section [4] 10/17 20/12 30/25 31/1</div><div>Section 16 [2] 30/25 31/1</div><div>see [5] 3/19 6/13 14/10 16/4 25/24</div><div>seeking [2] 17/23 24/24</div><div>seen [1] 25/18</div><div>sense [4] 9/10 27/16 38/15 38/16</div><div>sentence [14] 10/16 11/12 20/3 20/6 20/6 20/10 20/14 20/17 20/18 20/20 24/12 24/13 24/16 40/18</div><div>sentences [8] 9/25 10/13 11/1 11/2 11/13 20/5 30/19 32/16</div><div>seriously [1] 4/4</div><div>set [3] 12/25 24/7 29/19</div><div>sets [2] 31/18 31/18</div><div>several [1] 4/25</div><div>shall [5] 10/17 14/7 14/15 20/12 24/13</div><div>SHAPIRO [1] 2/3</div><div>she [8] 5/17 30/9 30/9 30/10 30/14 30/14 39/23 39/24</div><div>shop [1] 22/16</div><div>SHORTHAND [1] 44/4</div><div>should [6] 32/11 38/20 39/16 39/17 39/18 40/24</div><div>shouldn't [1] 27/14</div></div>
<div><div>32/25</div><div><div>remedial [2] 12/8 17/11</div><div>remember [3] 5/13 36/12 36/13</div><div>render [1] 8/16</div><div>repeats [2] 39/8 39/8</div><div>REPORTED [1] 1/24</div><div>REPORTER [1] 44/4</div><div>REPORTER'S [2] 1/14 44/1</div><div>requesting [1] 19/14</div><div>required [1] 19/17</div><div>respond [1] 34/22</div><div>responsibility [2] 37/6 38/18</div><div>restates [1] 28/19</div><div>RESTAURANTS [2] 1/12 3/7</div><div>result [2] 15/24 16/25</div><div>retroactive [4] 33/24 37/21 41/15 41/23</div><div>retroactively [1] 32/11</div><div>RIFKIN [1] 2/3</div><div>right [45]</div><div>RMR [2] 1/24 44/17</div><div>ROAD [1] 2/5</div><div>Roberts [3] 7/14 7/24 17/9</div><div>rule [2] 34/10 35/16</div><div>rules [1] 11/12</div><div>ruling [2] 38/7 38/8</div><div>RUSSELL [1] 2/5</div></div><div><div>S</div><div><div>said [17] 10/7 19/3 19/12 19/13 22/10 24/6 24/20 24/25 25/3 27/18 35/17 35/18 36/18 36/24 39/1 41/21 44/7</div><div>sake [1] 34/8</div><div>salaries [1] 12/20</div><div>same [3] 8/4 23/20 31/11</div><div>saw [2] 5/3 40/2</div><div>say [20] 4/4 4/7 5/8 10/5 10/13 13/16 14/3 14/6 15/17 26/1 26/14 26/15 27/2 27/13 27/18 31/18 32/11 34/7 35/22 36/8</div><div>saying [15] 5/17 6/9 8/2 8/5 10/24 11/3</div></div></div></div> <tr><td><div><div>13/20 15/25 19/7 25/4 25/21 27/14 27/20 28/4 31/5</div><div>says [8] 7/24 20/11 20/20 24/14 25/1 25/21 28/21 31/20</div><div>scenario [8] 21/16 24/5 27/14 27/25 28/2 28/6 28/6 41/17</div><div>scheme [4] 14/3 18/20 19/4 19/6</div><div>SCHRAGER [2] 2/3 3/12</div><div>SCHULMAN [1] 2/3</div><div>scouring [1] 32/15</div><div>second [8] 6/8 19/19 20/3 20/6 20/10 20/17 24/13 30/25</div><div>Secretary [4] 36/16 36/18 37/2 37/3</div><div>section [4] 10/17 20/12 30/25 31/1</div><div>Section 16 [2] 30/25 31/1</div><div>see [5] 3/19 6/13 14/10 16/4 25/24</div><div>seeking [2] 17/23 24/24</div><div>seen [1] 25/18</div><div>sense [4] 9/10 27/16 38/15 38/16</div><div>sentence [14] 10/16 11/12 20/3 20/6 20/6 20/10 20/14 20/17 20/18 20/20 24/12 24/13 24/16 40/18</div><div>sentences [8] 9/25 10/13 11/1 11/2 11/13 20/5 30/19 32/16</div><div>seriously [1] 4/4</div><div>set [3] 12/25 24/7 29/19</div><div>sets [2] 31/18 31/18</div><div>several [1] 4/25</div><div>shall [5] 10/17 14/7 14/15 20/12 24/13</div><div>SHAPIRO [1] 2/3</div><div>she [8] 5/17 30/9 30/9 30/10 30/14 30/14 39/23 39/24</div><div>shop [1] 22/16</div><div>SHORTHAND [1] 44/4</div><div>should [6] 32/11 38/20 39/16 39/17 39/18 40/24</div><div>shouldn't [1] 27/14</div></div></td></tr>	<div><div>13/20 15/25 19/7 25/4 25/21 27/14 27/20 28/4 31/5</div><div>says [8] 7/24 20/11 20/20 24/14 25/1 25/21 28/21 31/20</div><div>scenario [8] 21/16 24/5 27/14 27/25 28/2 28/6 28/6 41/17</div><div>scheme [4] 14/3 18/20 19/4 19/6</div><div>SCHRAGER [2] 2/3 3/12</div><div>SCHULMAN [1] 2/3</div><div>scouring [1] 32/15</div><div>second [8] 6/8 19/19 20/3 20/6 20/10 20/17 24/13 30/25</div><div>Secretary [4] 36/16 36/18 37/2 37/3</div><div>section [4] 10/17 20/12 30/25 31/1</div><div>Section 16 [2] 30/25 31/1</div><div>see [5] 3/19 6/13 14/10 16/4 25/24</div><div>seeking [2] 17/23 24/24</div><div>seen [1] 25/18</div><div>sense [4] 9/10 27/16 38/15 38/16</div><div>sentence [14] 10/16 11/12 20/3 20/6 20/6 20/10 20/14 20/17 20/18 20/20 24/12 24/13 24/16 40/18</div><div>sentences [8] 9/25 10/13 11/1 11/2 11/13 20/5 30/19 32/16</div><div>seriously [1] 4/4</div><div>set [3] 12/25 24/7 29/19</div><div>sets [2] 31/18 31/18</div><div>several [1] 4/25</div><div>shall [5] 10/17 14/7 14/15 20/12 24/13</div><div>SHAPIRO [1] 2/3</div><div>she [8] 5/17 30/9 30/9 30/10 30/14 30/14 39/23 39/24</div><div>shop [1] 22/16</div><div>SHORTHAND [1] 44/4</div><div>should [6] 32/11 38/20 39/16 39/17 39/18 40/24</div><div>shouldn't [1] 27/14</div></div>	
<div><div>13/20 15/25 19/7 25/4 25/21 27/14 27/20 28/4 31/5</div><div>says [8] 7/24 20/11 20/20 24/14 25/1 25/21 28/21 31/20</div><div>scenario [8] 21/16 24/5 27/14 27/25 28/2 28/6 28/6 41/17</div><div>scheme [4] 14/3 18/20 19/4 19/6</div><div>SCHRAGER [2] 2/3 3/12</div><div>SCHULMAN [1] 2/3</div><div>scouring [1] 32/15</div><div>second [8] 6/8 19/19 20/3 20/6 20/10 20/17 24/13 30/25</div><div>Secretary [4] 36/16 36/18 37/2 37/3</div><div>section [4] 10/17 20/12 30/25 31/1</div><div>Section 16 [2] 30/25 31/1</div><div>see [5] 3/19 6/13 14/10 16/4 25/24</div><div>seeking [2] 17/23 24/24</div><div>seen [1] 25/18</div><div>sense [4] 9/10 27/16 38/15 38/16</div><div>sentence [14] 10/16 11/12 20/3 20/6 20/6 20/10 20/14 20/17 20/18 20/20 24/12 24/13 24/16 40/18</div><div>sentences [8] 9/25 10/13 11/1 11/2 11/13 20/5 30/19 32/16</div><div>seriously [1] 4/4</div><div>set [3] 12/25 24/7 29/19</div><div>sets [2] 31/18 31/18</div><div>several [1] 4/25</div><div>shall [5] 10/17 14/7 14/15 20/12 24/13</div><div>SHAPIRO [1] 2/3</div><div>she [8] 5/17 30/9 30/9 30/10 30/14 30/14 39/23 39/24</div><div>shop [1] 22/16</div><div>SHORTHAND [1] 44/4</div><div>should [6] 32/11 38/20 39/16 39/17 39/18 40/24</div><div>shouldn't [1] 27/14</div></div>		



{PLAINTIFF} v. {DEFENDANT}		{WITNESSNAME} {DATE}		
<b>S</b> <b>sure...</b> [2] 22/8 41/2 <b>surrounding</b> [1] 9/23 <b>sustain</b> [1] 8/16 <b>synonymous</b> [1] 10/25 <b>synonyms</b> [1] 8/13	11/22 16/14 16/16 18/21 19/15 19/19 19/21 20/22 21/16 23/3 24/1 24/16 29/11 32/1 35/9 35/10 35/11 35/14 35/19 36/18 37/15 37/24 38/16 38/19 39/3 40/8 42/6 42/7 42/11	32/4 32/9 32/24 34/16 36/17 37/7 40/3 40/4 <b>thought</b> [2] 33/2 40/25 <b>three</b> [4] 7/20 11/2 11/4 39/11 <b>through</b> [5] 5/1 6/25 35/14 35/20 40/9 <b>throughout</b> [1] 39/8 <b>thrown</b> [2] 37/8 40/8 <b>thrust</b> [2] 7/13 41/14 <b>THURSDAY</b> [2] 1/20 3/1 <b>thus</b> [1] 25/19 <b>tier</b> [15] 6/8 6/11 6/20 8/7 19/20 20/20 21/1 21/7 21/9 21/10 21/14 21/17 29/5 29/8 33/3 <b>tiers</b> [7] 4/12 6/6 6/10 14/6 19/16 23/6 29/12 <b>time</b> [12] 21/20 26/2 26/13 26/20 27/11 35/13 35/14 37/16 40/7 41/1 42/13 44/7 <b>TIMOTHY</b> [1] 1/17 <b>today</b> [4] 14/9 33/9 42/16 42/17 <b>together</b> [2] 11/3 20/16 <b>too</b> [2] 13/8 22/17 <b>TOOK</b> [1] 44/5 <b>top</b> [1] 39/7 <b>total</b> [1] 10/20 <b>touched</b> [2] 19/2 31/23 <b>touches</b> [1] 36/13 <b>TRANSCRIBED</b> [1] 44/8 <b>TRANSCRIPT</b> [2] 1/14 44/10 <b>transfer</b> [1] 8/17 <b>treat</b> [1] 29/16 <b>treated</b> [2] 21/24 22/3 <b>trial</b> [1] 5/13 <b>true</b> [4] 9/20 23/23 30/12 44/10 <b>try</b> [1] 42/22 <b>trying</b> [4] 9/22 32/13 32/16 36/15 <b>turned</b> [1] 8/10 <b>twice</b> [1] 8/6 <b>two</b> [18] 4/12 6/6 6/10 11/1 11/2 11/17 11/18 11/25 12/2 14/6 19/16 20/5 23/6	29/12 30/18 32/16 39/11 42/19 <b>TYPEWRITING</b> [1] 44/8 <b>U</b> <b>ultimate</b> [1] 41/3 <b>ultimately</b> [2] 7/3 9/18 <b>under</b> [26] 4/11 11/12 11/22 12/18 17/6 19/6 21/5 21/25 22/5 22/7 24/5 26/3 26/6 26/6 26/12 27/14 28/4 31/17 34/16 35/18 36/21 38/2 38/6 38/19 41/17 44/9 <b>underlying</b> [1] 38/11 <b>understand</b> [19] 6/9 6/12 14/1 15/9 16/20 18/12 20/25 25/25 27/19 28/3 29/20 33/5 33/10 36/1 36/23 37/11 38/22 41/9 42/21 <b>understanding</b> [4] 3/21 12/7 15/11 27/6 <b>understood</b> [2] 12/24 42/3 <b>until</b> [3] 35/24 40/6 40/7 <b>up</b> [14] 3/7 5/13 7/11 8/13 13/4 13/6 13/17 13/18 16/25 17/25 31/25 33/8 34/22 41/16 <b>upon</b> [5] 15/5 19/22 41/4 41/13 41/19 <b>upper</b> [8] 19/7 20/20 21/1 21/7 21/9 21/10 21/17 29/5 <b>us</b> [4] 7/7 11/18 15/23 31/23 <b>use</b> [5] 11/11 11/16 11/17 26/18 27/4 <b>used</b> [1] 11/21 <b>using</b> [2] 23/24 26/21 <b>V</b> <b>vacuum</b> [1] 20/15 <b>vary</b> [1] 16/21 <b>vast</b> [2] 5/22 5/25 <b>VEGAS</b> [4] 2/5 2/12 3/1 36/14 <b>version</b> [2] 8/7 9/3 <b>versus</b> [6] 3/7 7/8	33/24 34/1 37/21 41/15 <b>very</b> [6] 4/4 21/20 30/25 34/24 34/25 35/7 <b>violation</b> [2] 30/24 31/1 <b>Visitors</b> [1] 36/14 <b>voted</b> [1] 24/9 <b>voters</b> [1] 8/6 <b>W</b> <b>wage</b> [40] 4/11 4/12 6/16 12/15 12/15 13/5 13/14 14/14 14/19 14/21 15/12 15/22 16/2 19/10 19/18 20/4 20/5 23/1 24/3 24/7 25/21 26/9 27/12 27/24 28/5 28/7 28/10 28/12 28/15 29/23 30/3 31/17 31/20 32/4 35/3 36/4 39/10 39/14 40/17 40/19 <b>wages</b> [5] 6/12 12/13 13/5 13/18 14/25 <b>want</b> [11] 14/17 20/14 20/16 30/17 30/20 32/10 32/10 32/23 34/10 41/2 42/5 <b>wanted</b> [3] 16/7 26/18 27/21 <b>was</b> [59] <b>wasn't</b> [6] 6/11 21/2 35/14 38/1 38/5 39/24 <b>watch</b> [1] 18/3 <b>way</b> [12] 5/1 5/11 8/1 9/24 12/25 19/6 19/7 19/13 19/16 27/13 29/18 37/4 <b>ways</b> [2] 4/25 17/14 <b>we</b> [52] <b>we'll</b> [2] 42/9 42/20 <b>we're</b> [10] 20/5 24/20 25/8 29/16 33/25 37/5 37/9 37/10 38/25 40/22 <b>we've</b> [10] 17/14 20/7 20/8 25/9 25/18 31/23 31/24 31/24 32/15 38/10 <b>weeks</b> [1] 42/19 <b>weight</b> [1] 8/25 <b>well</b> [20] 4/25 6/3 6/4 7/23 8/9 8/11

(8) sure... - well

<div>W</div> <div>well... [14] 9/18 14/1 16/9 16/16 19/5 20/19 22/8 23/21 25/8 26/11 28/1 33/9 39/19 41/21</div> <div>went [2] 28/1 36/15</div> <div>were [7] 9/4 28/8 35/9 35/10 37/8 43/6 44/8</div> <div>what [98]</div> <div>what's [5] 19/20 19/20 30/4 31/13 31/14</div> <div>whatever [5] 18/15 18/18 18/19 21/15 41/9</div> <div>when [16] 12/23 12/24 16/4 18/4 21/7 24/19 24/22 25/9 28/21 29/4 32/6 33/20 34/6 34/21 39/23 40/2</div> <div>Whenever [1] 34/19</div> <div>where [8] 6/13 21/22 27/21 34/6 37/16 40/12 40/22 41/18</div> <div>whereas [1] 22/18</div> <div>WHEREOF [1] 44/13</div> <div>whether [15] 9/19 12/10 14/16 17/6 22/20 22/24 25/10 25/14 25/16 26/11 38/12 39/2 39/4 40/24 41/4</div> <div>which [17] 4/13 7/1 8/10 8/19 9/16 11/21 11/23 13/4 14/25 24/13 26/12 28/10 28/19 30/21 32/18 38/11 39/12</div> <div>while [1] 31/10</div> <div>who [8] 6/1 8/6 22/6 27/1 29/1 29/13 30/8 32/24</div> <div>whole [2] 7/14 35/15</div> <div>why [17] 5/2 5/11 6/5 6/10 14/6 14/16 19/9 19/15 19/15 19/19 19/21 21/1 28/1 29/12 30/1 32/22 37/24</div> <div>wide [1] 35/7</div> <div>wife [1] 13/24</div> <div>will [11] 3/7 4/7 7/6</div>	<div>9/13 32/23 34/23 34/23 37/4 38/7 41/3 42/17</div> <div>WILLIAMS [1] 1/17</div> <div>Wilson [1] 17/25</div> <div>winds [1] 13/6</div> <div>winner [1] 27/5</div> <div>within [7] 9/14 10/11 10/12 10/17 11/19 12/2 20/11</div> <div>without [2] 20/17 28/2</div> <div>WITNESS [1] 44/13</div> <div>WOLF [1] 2/3</div> <div>word [4] 5/2 8/25 11/15 42/4</div> <div>words [7] 7/19 7/20 8/15 8/15 8/20 11/17 37/14</div> <div>work [9] 9/2 9/3 9/22 13/18 19/7 21/21 24/22 25/4 38/10</div> <div>worker [2] 12/14 12/16</div> <div>workers [2] 12/9 36/5</div> <div>workers' [1] 13/5</div> <div>working [5] 24/19 26/2 27/1 27/10 27/12</div> <div>works [1] 19/7</div> <div>worth [1] 15/17</div> <div>would [28] 5/16 6/5 6/10 6/16 6/16 8/14 10/1 11/5 11/5 12/16 14/8 14/20 15/5 15/17 16/21 19/8 19/15 19/17 19/19 19/23 21/5 21/13 21/16 21/16 26/8 26/8 26/10 29/25</div> <div>wouldn't [4] 14/9 20/18 25/6 34/18</div> <div>write [1] 19/10</div> <div>written [2] 19/6 23/2</div> <div>WRSLAWYERS.COM [1] 2/7</div> <div>Y</div> <div>yeah [13] 4/6 7/17 14/20 16/18 16/23 16/24 16/24 17/21 18/17 27/23 34/23 36/9 42/4</div> <div>year [3] 17/22 26/9 36/3</div> <div>years [7] 26/3 32/9 32/10 33/1 33/2 34/3</div>	<div>38/13</div> <div>yes [12] 4/9 6/19 9/6 19/25 24/5 24/11 26/16 27/17 27/17 29/6 38/24 42/17</div> <div>yield [1] 8/17</div> <div>you [142]</div> <div>you'd [3] 9/10 17/20 33/7</div> <div>you're [13] 8/2 19/7 19/14 21/3 22/12 22/18 23/8 25/15 26/11 27/20 37/20 38/13 38/18</div> <div>You've [1] 13/17</div> <div>your [86]</div>	
--	---	--	--

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Civil Filing**

**COURT MINUTES**

**July 01, 2015**

---

A-14-701633-C	Paulette Diaz, Plaintiff(s) vs. MDC Restaurants LLC, Defendant(s)
---------------	---

---

July 01, 2015	1:30 PM	<b>Minute Order: Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz s First Claim for Relief</b>
---------------	---------	--

**HEARD BY:** Williams, Timothy C.

**COURTROOM:** RJC Courtroom 12D

**COURT CLERK:** Lorna Shell

**PARTIES**       None  
**PRESENT:**

**JOURNAL ENTRIES**

- After review and consideration of the record, the points and authorities on file herein, and oral argument of counsel, COURT ORDERED, Plaintiffs' Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief GRANTED as follows:


The language of the Nevada Minimum Wage Amendment is unambiguous: An employer must actually provide, supply, or furnish qualifying health insurance to an employee as a precondition to paying that employee the lower-tier hourly minimum wage in the sum of \$7.25 per hour. Merely offering health insurance coverage is insufficient. As a result, COURT ORDERED, Plaintiffs' Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief GRANTED; Counsel for the prevailing party shall prepare the appropriate Order in accordance with this Minute Order and the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Kathryn Blakey, Esq. (Littler Mendelson) and Daniel Bravo, Esq. (Wolf, R,S,S & R LLP)./ls 7-1-15

PRINT DATE: 07/01/2015

Page 1 of 1

Minutes Date: July 01, 2015

  
CLERK OF THE COURT

1 **NEOJ**  
2 DON SPRINGMEYER, ESQ.  
3 Nevada State Bar No. 1021  
4 BRADLEY SCHRAGER, ESQ.  
5 Nevada State Bar No. 10217  
6 DANIEL BRAVO, ESQ.  
7 Nevada State Bar No. 13078  
8 **WOLF, RIFKIN, SHAPIRO,**  
9 **SCHULMAN & RABKIN, LLP**  
10 3556 E. Russell Road, 2nd Floor  
11 Las Vegas, Nevada 89120-2234  
12 Telephone: (702) 341-5200/Fax: (702) 341-5300  
13 Email: dspringmeyer@wrslawyers.com  
14 Email: bschrager@wrslawyers.com  
15 Email: dbravo@wrslawyers.com  
16 *Attorneys for Plaintiffs*

10 **EIGHTH JUDICIAL DISTRICT COURT**  
11 **IN AND FOR CLARK COUNTY, STATE OF NEVADA**

12 PAULETTE DIAZ, an individual; and  
13 LAWANDA GAIL WILBANKS, an  
14 individual; SHANNON OLSZYNSKI, an  
15 individual; CHARITY FITZLAFF, an  
16 individual, on behalf of themselves and all  
17 similarly-situated individuals,

18 Plaintiffs,

19 vs.

20 MDC RESTAURANTS, LLC, a Nevada  
21 limited liability company; LAGUNA  
22 RESTAURANTS, LLC, a Nevada limited  
23 liability company; INKA, LLC, a Nevada  
24 limited liability company, and DOES 1  
25 through 100, Inclusive,

26 Defendants.

Case No: A-14-701633-C  
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER**

27 ///

28 ///

///

///

///

///

- 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

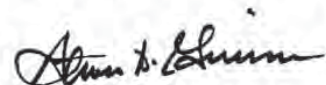
DATED this 17<sup>th</sup> day of July, 2015.

By: */s/ Bradley Schragar*  
DON SPRINGMEYER, ESQ.  
Nevada State Bar No. 1021  
BRADLEY SCHRAGER, ESQ.  
Nevada State Bar No. 10217  
DANIEL BRAVO, ESQ.  
Nevada State Bar No. 13078  
3556 E. Russell Road, Second Floor  
Las Vegas, Nevada 89120  
*Attorneys for Plaintiffs*

- 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

By: /s/ Dannielle R. Fresquez  
Dannielle R. Fresquez, an Employee of WOLF,  
RIFKIN, SHAPIRO, SCHULMAN &  
RABKIN, LLP



  
CLERK OF THE COURT

**ORDR**  
DON SPRINGMEYER, ESQ.  
Nevada State Bar No. 1021  
BRADLEY SCHRAGER, ESQ.  
Nevada State Bar No. 10217  
DANIEL BRAVO, ESQ.  
Nevada State Bar No. 13078  
**WOLF, RIFKIN, SHAPIRO,**  
**SCHULMAN & RABKIN, LLP**  
3556 E. Russell Road, 2nd Floor  
Las Vegas, Nevada 89120-2234  
Telephone: (702) 341-5200/Fax: (702) 341-5300  
dspringmeyer@wrslawyers.com  
bschrager@wrslawyers.com  
dbravo@wrslawyers.com  
*Attorneys for Plaintiffs*

**EIGHTH JUDICIAL DISTRICT COURT**

**IN AND FOR CLARK COUNTY, STATE OF NEVADA**

PAULETTE DIAZ; LAWANDA GAIL  
WILBANKS; SHANNON OLSZYNSKI;  
and CHARITY FITZLAFF, all on behalf of  
themselves and all similarly-situated  
individuals,

Plaintiffs,

vs.

MDC RESTAURANTS, LLC; LAGUNA  
RESTAURANTS, LLC; INKA, LLC; and  
DOES 1 through 100, Inclusive,

Defendants.

Case No.: A-14-701633-C  
Dept. No.: XVI

**ORDER REGARDING MOTION FOR  
PARTIAL SUMMARY JUDGMENT ON  
LIABILITY AS TO PLAINTIFF  
PAULETTE DIAZ'S FIRST CLAIM FOR  
RELIEF**

Hearing Date: June 25, 2015  
Hearing Time: 9:00 a.m.

On April 24, 2015, Plaintiff Paulette Diaz filed her Motion for Partial Summary Judgment on Liability as to her First Claim for Relief. On May 22, 2015, Defendants filed their Opposition to Plaintiffs' Motion. On June 5, 2015, Plaintiffs filed their Reply in Support of their Motion. On June 25, 2015, the Court held a hearing on Plaintiffs' Motion, Bradley S. Schrager, Esq., Jordan J. Butler, Esq., and Daniel Bravo, Esq. appearing for Plaintiffs, and Montgomery Y. Paek, Esq. and Kathryn B. Blakey, Esq. appearing for Defendants.

After review and consideration of the record, the points and authorities on file herein, and oral argument of counsel, the Court finds the following facts and states the following conclusions

07-14-15 11:55 RCVD

1 of law.

2 FINDINGS OF FACT AND CONCLUSIONS OF LAW

3 1. The language of the Minimum Wage Amendment, Nev. Const. art. XV, § 16, is  
4 unambiguous: An employer must actually provide, supply, or furnish qualifying health insurance to  
5 an employee as a precondition to paying that employee the lower-tier hourly minimum wage in the  
6 sum of \$7.25 per hour. Merely offering health insurance coverage is insufficient.

7 2. This Court finds under the Minimum Wage Amendment, Nev. Const. art. XV, § 16,  
8 that for an employer to "provide" health benefits, an employee must actually enroll in health  
9 insurance that is offered by the employer.


10 IT IS THEREFORE ORDERED that Plaintiff Paulette Diaz's Motion for Partial Summary  
11 Judgment on Liability as to her First Claim for Relief is GRANTED.

12 IT IS SO ORDERED this 15<sup>th</sup> day of July, 2015.

13  
14   
15 DISTRICT COURT JUDGE

16 Submitted by:

17 WOLF, RIFKIN, SHAPIRO,  
18 SCHULMAN & RABKIN, LLP  
19 DON SPRINGMEYER, ESQ.  
20 Nevada State Bar No. 1021  
21 BRADLEY SCHRAGER, ESQ.  
22 Nevada State Bar No. 10217  
23 DANIEL BRAVO, ESQ.  
24 Nevada State Bar No. 13078  
25 3556 E. Russell Road, Second Floor  
26 Las Vegas, Nevada 89120  
27 *Attorneys for Plaintiffs*

28   
Bradley Schrage, Esq.

1 If any finding herein is in truth a conclusion of law, or if any conclusion stated is in truth a  
finding of fact, it shall be deemed so.



1 Approved as to form and content by:

2

3

LITTLEK MENDELSON, P.C.

4

RICK D. ROSKELLEY, ESQ.

Nevada State Bar No. 3192

5

ROGER GRANDGENNET, ESQ.

Nevada State Bar No. 6323

6

MONTGOMERY Y. PAEK, ESQ.

Nevada State Bar No. 10176

7

KATHRYN BLAKEY, ESQ.

Nevada State Bar No. 12701

8

3960 Howard Hughes Parkway, Suite 300

Las Vegas, Nevada 89169

9

*Attorneys for Defendant*

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

From: [no-reply@tylerhost.net](mailto:no-reply@tylerhost.net)  
To: [Perkins, Debra A.](#)  
Subject: Service Notification of Filing Case(Paulette Diaz, Plaintiff(s)vs. MDC Restaurants LLC, Defendant(s)) Document Code:(NEOJ) Filing Type:(EFS) Repository ID(7196306)  
Date: Friday, July 17, 2015 4:56:55 PM

---

This is a service filing for Case No. A-14-701633-C, Paulette Diaz, Plaintiff(s)vs. MDC Restaurants LLC, Defendant(s)

This message was automatically generated; do not reply to this email. Should you have any problems viewing or printing this document, please call (800)297-5377.

Submitted: 07/17/2015 04:04:34 PM

Case title: Paulette Diaz, Plaintiff(s)vs. MDC Restaurants LLC, Defendant(s)  
Document title: Notice of Entry of Order  
Document code: NEOJ Filing Type: EFS  
Repository ID: 7196306  
Number of pages: 6  
Filed By: Wolf, Rifkin, Shapiro, Schulman & Rabkin,LLP

To download the document, click on the following link shown below or copy and paste it into your browser's address bar.

<https://wiznet.wiznet.com/clarknv/SDSubmit.do?code=ad1900701efd44023e38f458d4a9c5b08bcd69848de48439ece254e896fd81404c7c19567fcb2e68f6600c88feb68a09>

This link will be active until 07/27/2015 04:04:34 PM.

Service List Recipients:

Littler Mendelson  
Debra Perkins  
Erin Melwak  
Katy Blakey, Esq.  
Maribel Rodriguez  
Montgomery Paek  
Rick Roskelley, Esq.

Littler Mendelson, P.C.  
Roger Grandgenett, Esq.

Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP  
Bradley S. Schrager, Esq.  
Christie Rehfeld  
Daniel Bravo  
Dannielle Fresquez  
Don Springmeyer  
E. Noemy Valdez  
Justin Jones, Esq.  
Lorraine Rillera

Non Consolidated Cases  
EFO \$3.50EFS \$5.50  
SO \$3.50

AD1900701EFD44023E38F458D4A9C5B08BCD69848DE48439ECE254E896FD81404C7C19567FCB2E68DF5F7F9E57584FB8509E3AB03308388F

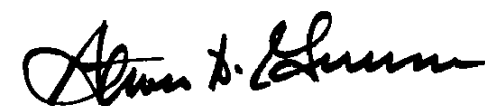
mail.tylerhost.net

CASE NO. A701633

Electronically Filed  
07/28/2015 10:04:59 PM

DOCKET U

DEPT. 16



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

\* \* \* \* \*

PAULETTE DIAZ,

Plaintiff,

vs.

MDC RESTAURANTS LLC,

Defendant.

REPORTER'S TRANSCRIPT

OF

PLAINTIFFS' MOTION FOR CLASS CERTIFICATION PURSUANT TO  
NRCP 23; AND DEFENDANTS' OPPOSITION TO PLAINTIFFS'  
MOTION FOR CLASS CERTIFICATION PURSUANT TO NRCP 23 AND  
COUNTERMOTION TO CONTINUE HEARING ON ORDER SHORTENING  
TIME

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

DISTRICT COURT JUDGE

DATED THURSDAY, JULY 9, 2015

REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

1 APPEARANCES:

2 For the Plaintiff:

3 WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP  
4 BY: DON SPRINGMEYER, ESQ.  
5 BY: BRADLEY SCHRAGER, ESQ.  
6 BY: DANIEL BRAVO, ESQ.  
7 3556 EAST RUSSELL ROAD  
8 LAS VEGAS, NV 89120  
9 (702) 341-5200  
10 (702) 341-5300 Fax  
11 DSPRINGMEYER@WRSLAWYERS.COM

12 LITTLER MENDELSON  
13 BY: MONTGOMERY Y. PAEK, ESQ.  
14 BY: KATHRYN BLAKEY, ESQ.  
15 3960 HOWARD HUGHES PARKWAY  
16 SUITE 300  
17 LAS VEGAS, NV 89169  
18 (702) 862-8800  
19 (702) 862-8811 (Fax)  
20 MPAEK@LITTLER.COM

21 \* \* \* \* \*

1 LAS VEGAS, NEVADA; THURSDAY, JULY 9, 2015

2 9:36 A.M.

3 P R O C E E D I N G S

4 \* \* \* \* \*

5  
6 THE COURT: Diaz v MDC.

7 MR. PAEK: Good morning. Montgomery Paek of  
8 Littler Mendelson for the defendant.

9 MR. BLAKEY: Kathryn Blakey, Littler Mendelson  
09:36:31 10 on behalf of the defendants.

11 MR. SCHRAGER: Good morning, your Honor.  
12 Bradley Schrager for plaintiffs.

13 MR. SPRINGMEYER: Don Springmeyer for  
14 plaintiff. Good morning.

09:36:39 15 MR. BRAVO: Daniel Bravo for plaintiffs. Good  
16 morning.

17 THE COURT: All right. Good morning to  
18 everyone. And this is plaintiffs' motion for class  
19 certification pursuant to Rule 23.

09:36:51 20 MR. SCHRAGER: Thank you, your Honor.

21 THE COURT: Is that correct, sir?

22 MR. SCHRAGER: Yes, your Honor. By way of  
23 introduction we find this to be among the range of  
24 possible class certification decisions that would come  
09:37:06 25 before you a fairly straightforward one, and we tried

09:37:08 1 to demonstrate that in our pleadings that from A to B  
2 is a fairly short trip.

3 So your Honor is familiar with the basic  
4 allegations in the complaint. We've been here before  
09:37:19 5 in front of you for a number of hearings. It has to do  
6 with the payment of the minimum wage under the minimum  
7 wage amendment.

8 Now we've asked for certification of a class  
9 action of all current and former employees of  
09:37:33 10 defendants and at all Nevada locations at any time  
11 during the applicable period of limitation who were  
12 compensated at less than the upper tier hourly minimum  
13 wage set forth in the minimum wage amendment.

14 Now reading that now that sort of perfectly  
09:37:49 15 captures in a lawyerly way exactly who we're trying to  
16 focus the class upon. All those people that defendants  
17 paid less than 8.25 going back four years from the,  
18 from the filing of the complaint. I certainly, you  
19 know, reading that now in thinking about a potential

09:38:05 20 notice to the class understand that there's maybe a  
21 more simple way to put that as far as due process  
22 concerns so that individuals will know very easily  
23 whether they're in or out of the class and whether they  
24 wish to opt out of the class and exercise those rights.

09:38:21 25 So we certainly wouldn't be opposed to putting

09:38:23 1 in the actual amount, for example, so that someone can  
2 look at it and say, hey, I wasn't paid 8.25. I must be  
3 part of that. I think now that we have a statute of  
4 limitations determination, it's -- we wouldn't object  
09:38:36 5 to putting in the actual date --

6 THE COURT: I'm not really as concerned. I  
7 mean, as far as statute of limitations are concerned, I  
8 mean, there's a tolling provision when you file a class  
9 action. I get that --

09:38:46 10 MR. SCHRAGER: Okay.

11 THE COURT: -- as far as putative class  
12 members are concerned and its impact on the -- the  
13 impact on the statute of limitations.

14 Here's my real concern, and it was addressed  
09:38:56 15 by the defense in this matter:

16 One of the primary focuses I have to really  
17 look at when it comes to class action litigation, and I  
18 think it's really often overlooked, and it's probably  
19 one of the most important components that is the class  
09:39:14 20 definition, you know. And so the defense is taking a  
21 position, they're saying, Look, Judge, No. 1 -- and, I  
22 guess, this is going to their adequacy argument based  
23 upon another motion that's currently pending.

24 One of the things I -- that always served me  
09:39:31 25 very well when it comes to class action cases from a

09:39:34 1 decision-making standpoint is this, and understand I  
2 think I've only had two successful class action  
3 certification in construction defect litigation which  
4 is extremely difficult to do.

09:39:45 5 MR. SCHRAGER: Yes. It's a slightly different  
6 situation.

7 THE COURT: It's a much more difficult  
8 burden --

9 MR. SCHRAGER: Right.

09:39:52 10 THE COURT: -- because of Chapter 40 and  
11 specifically what Chapter 40 relates to and the lack of  
12 generalized proof and the like because of the, you  
13 know, they're single family homes and homes are unique  
14 and so on and so, so it's very tough to class certify  
09:40:10 15 those.

16 MR. SCHRAGER: Yeah.

17 THE COURT: However, I've done two, and they  
18 both withstood scrutiny of our Nevada Supreme Court.

19 But one of them that settled. I can kind of  
09:40:20 20 talk about it in certain respects. One of the big  
21 concerns I had in the beginning was class definition.  
22 I made them go back and work on it. Lo and behold,  
23 they tweaked it some, and ultimately I certified it,  
24 but when it certified, it withstood scrutiny of the  
09:40:37 25 Nevada Supreme Court. Does everybody understand that?



09:40:38 1 Because they sent it back to me and the case resolved.  
2           So when I look at this definition, I think we  
3 have to be really more specific. So like I said  
4 before, the class members know specifically in looking  
09:40:50 5 at this whether they meet the requirement or not.  
6           Secondly, and this is the challenge it appears  
7 to be from the defense, they're saying Look,  
8 apparently -- and understand I have not delved into  
9 this at all from a decision-make standpoint, but it's  
09:41:07 10 their position, Look, I think this is probably the  
11 bottom line, there's -- the current class member  
12 doesn't meet the adequacy requirement. That's  
13 basically what it is. You know.  
14           And so I'm looking at it. And before we go  
09:41:19 15 down this road, I think the most important component --  
16 because I look at commonality, typicality, and all  
17 those different components and in general terms I don't  
18 see much of a problem. However, I do see a problem  
19 with the class definition.  
09:41:41 20           MR. SCHRAGER: Okay. Well, let me sort of  
21 describe sort of how and why we're focusing on the  
22 people described in our class definition, and then we  
23 can talk about what, you know, in what ways we may  
24 improve for the benefit of certification.  
09:41:57 25           THE COURT: Because what I do, I just tell you

09:41:58 1 this. I don't necessarily get involved in crafting the  
2 class definition.

3 MR. SHRAGER: Sure.

4 THE COURT: I just, you know, if you propose  
09:42:04 5 one, and you want to amend it and be more specific, I  
6 review it and say this is fine.

7 MR. SHRAGER: Right.

8 THE COURT: So I don't really get involved in  
9 that.

09:42:13 10 MR. SHRAGER: Right.

11 THE COURT: If you understand what I'm trying  
12 to say.

13 MR. SCHRAGER: Absolutely. Absolutely.

14 THE COURT: Because I don't -- because you  
09:42:15 15 know what I think, everybody forgets when it comes to  
16 class action litigation. Once I certify the class, the  
17 role of the trial judge changes. Everyone forgets  
18 that. It does. So it's still adversarial, but I have  
19 to make sure that the class is being adequately  
09:42:32 20 represented.

21 MR. SCHRAGER: Yeah.

22 THE COURT: Right.

23 MR. SCHRAGER: Absolutely.

24 THE COURT: When I approve it -- when we have  
09:42:36 25 a pre -- I don't know if this case will ever settle,

09:42:40 1 but even going through that process we have the first  
2 level of the -- where we approve the preliminarily  
3 approval of the settlement. We have a big hearing.  
4 Everybody comes in. Homeowners can come in and those  
09:42:54 5 types of things. Maybe it gets tweaked. Then we have  
6 the final approval hearing sometime later after the opt  
7 out notices and all those things are submitted.  
8 And so the trial judge takes a different role.  
9 MR. SCHRAGER: Yeah.  
09:43:03 10 THE COURT: Just --  
11 MR. SCHRAGER: And, frankly, even if we were  
12 to stipulate or to come up with a settlement class,  
13 your Honor would still have to make the same --  
14 THE COURT: Absolutely.  
09:43:14 15 MR. SCHRAGER: -- requisite findings. And  
16 they would have to withstand scrutiny and all those  
17 things.  
18 THE COURT: Yeah. In Re Kitec has been going  
19 on for nine years. It's still ongoing.  
09:43:21 20 MR. SCHRAGER: Well, we crafted the class  
21 definition going after this particular circle.  
22 THE COURT: Right.  
23 MR. SCHRAGER: All those that were paid under  
24 8.25 since four years prior to the filing of the  
09:43:33 25 complaint which has been, what, May 30, 2010. The

09:43:36

1 reason we did that is that the only reason, the only  
2 way that defendants could pay anyone less than 8.25  
3 during that period, is if they provided qualifying  
4 health benefits. That's indisputable. So that anyone  
5 paid less than an upper tier necessarily would be part  
6 of the class seeking to determine whether or not they  
7 were provided qualifying benefits.

09:43:51

8 That's just sort of the basic gravamen of the  
9 entire class.

09:44:07

10 THE COURT: But what about members -- what  
11 about -- are there individuals that were paid 7.25 an  
12 hour who also had health insurance benefits?

13 MR. SCHRAGER: Yes. Yes, there were.

14 THE COURT: So they wouldn't be part of the  
15 class.

09:44:18

16 MR. SCHRAGER: They would, your Honor. Here's  
17 the reason for that.

18 THE COURT: Why would they be part of the  
19 class?

09:44:22

20 MR. SCHRAGER: Because you can't just provide  
21 any old thing and call it insurance. The thing you are  
22 offering, whether you accepted it, whether you  
23 enrolled, whether you declined it, whether you rejected  
24 it, whether you were offered, whether you were  
25 provided, the thing itself has to meet a certain

09:44:33

09:44:36 1 standard.

2 Our allegations, and what we'll be showing to  
3 this Court, is that the thing that was offered,  
4 provided, accepted, rejected, enrolled in, not enrolled  
09:44:44 5 in was junk. It doesn't meet any standard of what  
6 health insurance is under the administrative  
7 regulations, under state law for insurance, under  
8 federal law. There is -- what we're saying basically  
9 is the thing you're offering can in no circumstances  
09:45:00 10 qualify you to pay less than 8.25. So that the entire  
11 class which sort of they've -- they've told us that  
12 they've paid 2500 people in those four and a half years  
13 less than 8.25.

14 The gravamen of the complaint is you had no  
09:45:15 15 right to pay them less than 8.25 under any  
16 circumstances whether they took it or they didn't take  
17 it, whether you didn't offer it to them and just paid  
18 them 7.25, or whether you said -- you sat down with  
19 them and went over it for three hours and talked about  
09:45:28 20 it, if the thing itself doesn't qualify, you can't pay  
21 less than 8.25. There are standards to the insurance.  
22 Right. It has to be health insurance which means it  
23 has to meet group health insurance statutes in this  
24 state.

09:45:43 25 All right. There are administrative

09:45:44 1 regulations saying what group health insurance has to  
2 do. If you don't do those things, then, your Honor,  
3 the loophole that is opened is akin to something we  
4 talked about a couple weeks ago. You can offer me any  
09:45:56 5 old thing. You call it health benefits. And if I take  
6 it, you get to pay me 7.25. That's not how the  
7 constitution operates.

8           You can't offer any old thing. That's the  
9 entire question facing the class. We're not even  
09:46:14 10 interesting at the moment, we're concerned about the  
11 10 percent rule. There are two ways in which health  
12 insurance has to qualify in order to pay someone less  
13 than 8.25 currently in the state. It has to meet the  
14 standards for health insurance, and it has to cost the  
09:46:27 15 employee less than 10 percent of their take home pay,  
16 of their wage from the employer.

17           We're not really even contesting the  
18 10 percent rule. The problem with their health  
19 insurance is it's not health insurance.

09:46:39 20           And so that no matter whether someone accepted  
21 it or didn't, the thing they had to be offered had to  
22 qualify under applicable law, and theirs doesn't.  
23 That's our allegation.

24           THE COURT: Okay. How does that fit in the  
09:46:52 25 class definition?

09:46:54

1 MR. SHRAGER: Well, you know, this class  
2 definition points to anybody paid less than 8.25,  
3 right.

09:47:05

4 Defendants only offered one plan at any one  
5 time. None of their plans qualify. Therefore, every  
6 single person who was offered or provided health  
7 insurance and paid 7.25 has a claim against defendants.  
8 I mean, I don't know how to be -- you know, how -- at  
9 the risk of repeating myself, you can't simply offer

09:47:27

10 junk. And so --

09:47:42

11 THE COURT: I mean, I understand that. But  
12 I'm sitting here. I mean, I understand that we have as  
13 it relates to insurance and how it's regulated by the  
14 states and how there's specific requirements for a plan  
15 to even qualify as insurance. I get that.

16 MR. SCHRAGER: Sure.

09:47:54

17 THE COURT: But I'm looking at it from this  
18 perspective: What does that -- what impact does that  
19 have on the class definition? Because in this case,  
20 for example, I mean, you're telling me that there's  
21 2500 potential -- the class could be as high as or as  
22 large as 2500 members, right.

23 MR. SCHRAGER: Correct.

09:48:06

24 THE COURT: I get that. I mean, numerosity  
25 under federal law 40 or more.

09:48:08

1 MR. SCHRAGER: Right.

09:48:17

2 THE COURT: I mean, so what I'm trying to say  
3 is this: I understand the application of Rule 23(a)  
4 and (b). I get that. To me it appears that the real  
5 issue as far as this request is concerned, because I  
6 can say right now, 2500 meets the numerosity  
7 requirement.

8 MR. SCHRAGER: Sure.

09:48:28

9 THE COURT: You know, so, but I'm focusing on  
10 this class definition. Shouldn't there be something in  
11 here regarding qualified insurance plans? Or, I mean,  
12 I don't know. I'm just thinking of potential issues  
13 here from a class definition standpoint because that's  
14 my big concern. Because if we have a class, I want to  
15 make sure the class is adequately identified. That's  
16 the real issue for me.

09:48:45

17 MR. SCHRAGER: Yeah.

09:48:57

18 THE COURT: And then, if we have a class  
19 that's very clear, then I don't have to worry about  
20 Supreme Court scrutiny because I feel fairly  
21 comfortable or confident because there will be a writ  
22 that the writ will withstand the challenge.

09:49:12

23 MR. SCHRAGER: Sure. Well, let me approach  
24 that this way. The way in which it's written  
25 identifies every person who would have a claim because



09:49:14 1 they were paid less than 8.25, right. It may not do so  
2 perfectly artfully, but it does do that.

3           Anyone paid less than 8.25 must have been  
4 provided health insurance. We claim in the complaint  
09:49:28 5 they weren't provided qualifying health insurance.  
6 Those are the allegations of the complaint that, you  
7 know, much like a motion to dismiss at this particular  
8 stage your Honor accepts more or less as true.

9           If your Honor is saying there are more artful  
09:49:41 10 and more specific ways to say that, we can do that.  
11 But the circle we've drawn necessarily includes  
12 everyone they've underpaid and everyone who would have  
13 the exact same claim as the named plaintiffs. That's  
14 what covers typicality, for example. That's what  
09:50:00 15 covers commonality. At one stroke the question of does  
16 your health insurance qualify as insurance to pay  
17 anyone less than 8.25 answers everybody's claim, all  
18 four of the named plaintiffs and all 2500 of the  
19 putative class members.

09:50:18 20           So is there a way to write the class  
21 definition to discuss qualifying health insurance? We  
22 certainly can do that. I don't know that it's  
23 necessary given the fact that it's inherent in the  
24 actual definition.

09:50:34 25           Now there are also ways --

09:50:35 1 THE COURT: But don't -- but one thing -- I  
2 mean, how much discovery has been done on this specific  
3 issue to date?

4 MR. SCHRAGER: The specific issue of being...

09:50:43 5 THE COURT: Qualified health insurance.

6 MR. SCHRAGER: We have all the plans. We've  
7 analyzed them. You know, at this point we've been  
8 doing class discovery. We have admissions from them  
9 that they at least offered year by year, the same plan  
10 to everybody in the class.

11 There was no one who would be in the class who  
12 was offered something different. They were all offered  
13 the same thing. All right. If I paid you -- or if  
14 they paid you less than 8.25, they offered you plan X.  
09:51:09 15 If plan X fails, they owe you a dollar an hour. So we  
16 have --

17 THE COURT: But don't we -- but we don't know  
18 for sure, do we, whether there are some employees that  
19 were paid less than the 8.25 who were given a  
09:51:27 20 "qualified plan". We don't know that with absolute  
21 certainty, do we?

22 MR. SCHRAGER: There are no -- the way to  
23 frame that is there are no employees who were paid less  
24 than 8.25 who were offered some other plan than the  
09:51:42 25 plans they've given us, and the plans they've given us

09:51:44

1 do not qualify.

09:51:55

2 THE COURT: Well, see, I mean, here's the  
3 thing, and this is kind of how I'm looking at it.  
4 That's why I'm wondering whether or not there should be  
5 some language regarding a qualified insurance plan in  
6 the class definition because, I mean, ultimately, I'm  
7 going to have to make, I would think, a determination  
8 as a matter of law as to whether or not these plans  
9 qualify.

09:52:07

10 MR. SCHRAGER: Absolutely.

11 MR. SPRINGMEYER: Right.

09:52:20

12 THE COURT: So it seems to me then if that's a  
13 condition to being a class member, that has to be in  
14 the class definition some way some how. Because  
15 regardless of -- say hypothetically, there's six plans  
16 that were given over a certain time period or offered,  
17 right. And I've reviewed all six plans, and say  
18 potentially, I might decide five don't qualify, one  
19 does. So if we have qualifications regarding the  
20 insurance in the class definition, it wouldn't have to  
21 be changed as far as who --

09:52:39

22 MR. SCHRAGER: Understood.

23 THE COURT: You see what I'm saying?

09:52:49

24 MR. SCHRAGER: I do. I do. And you know, one  
25 of the things we could talk about here is that under

09:52:55 1 Rule 23(c)(4) the Court has the authority, either on  
2 motion of the parties or sua sponte, to create  
3 subclasses.

4 THE COURT: Yeah, I've done that.

09:53:05 5 MR. SCHRAGER: That may, in fact, speak to  
6 some of the issues you're talking about. In fact --

7 THE COURT: But, see, what I'm saying is this:  
8 I don't even know -- I mean, when I look at it from  
9 this perspective I don't know if a subclass is

09:53:15 10 absolutely necessary in this regard: If we have the  
11 qualification language in the class definition it  
12 doesn't matter whether you have plan type A, plan type  
13 B, plan type C, if the Court makes a decision as a  
14 matter of law the plan does qualify then you're part of  
09:53:33 15 the class.

16 MR. SCHRAGER: Yeah.

17 THE COURT: Right.

18 MR. SCHRAGER: No. I think that's right. I  
19 think that's right.

09:53:37 20 THE COURT: Am I -- I even think the defense  
21 even agrees with that. Because what you don't want to  
22 do is if this case goes up, I think -- I can tell you  
23 this, every time I look at a motion for class  
24 certification, the first thing I look at is class  
09:53:51 25 definition and how specifically and narrowly drawn.

09:53:54 1 Because that gives -- I think the more specific the  
2 class definition is I think the better it is because  
3 there's no ambiguity there. There really isn't.

4 MR. SCHRAGER: No. I think that's well taken,  
09:54:06 5 your Honor.

6 THE COURT: Yeah.

7 MR. SCHRAGER: Now, would you like to at this  
8 point go through the other factors? Or...

9 THE COURT: Yeah, we can.

09:54:12 10 MR. SCHRAGER: Okay.

11 THE COURT: Numerosity.

12 MR. SCHRAGER: Well, we talked about that.

13 Commonality I think inheres in what we're talking about  
14 even if the class definition at the moment doesn't meet  
09:54:23 15 your Honor's peculiar satisfaction is that there's  
16 still going to be one question: Could you pay anyone  
17 less than 8.25, right. That's -- all we need, frankly,  
18 is one question that is common to the class. There's  
19 the question.

09:54:37 20 You paid all these people less than 8.25.  
21 Could you do it? Were you qualified to do so. So I  
22 think we've met -- that is answered in one stroke, and  
23 I think it easily meets the commonality requirement.

24 As far as typicality goes, plaintiffs' claims  
09:54:54 25 need only be reasonably coextensive with those of the

09:54:57 1 class. In fact they were identical in this instance  
2 with those of the class. You can pluck any one of  
3 those 2500 people who were paid less than 8.25, put  
4 them in the named plaintiffs' position, and the  
09:55:08 5 question would be exact -- the claim would be exactly  
6 the same. You didn't have the right to pay me less  
7 than 8.25 per hour.

8 So let's talk about adequacy because your  
9 Honor raised that earlier. They have -- you know, they  
09:55:21 10 have filed, you know, not only in their opposition did  
11 they speak at length regarding adequacy, they filed a  
12 250-page extrapolation of that particular argument that  
13 your Honor will review later this month.

14 I mean, as I understand it, adequacy is a very  
09:55:38 15 simple analysis.

16 THE COURT: It is.

17 MR. SCHRAGER: Right. Is there a conflict  
18 between the named plaintiff and the class members? Is  
19 there a conflict between the named plaintiff and his or  
09:55:47 20 her attorneys?

21 THE COURT: And if there is that can be --

22 MR. SCHRAGER: Dealt with.

23 THE COURT: Yeah -- dealt with and remedied.

24 MR. SCHRAGER: Yeah.

09:55:52 25 THE COURT: I mean, that's not a real big --

09:55:55

1 MR. SCHRAGER: Right.

2 THE COURT: -- issue. I mean, it's not  
3 uncommon in class action lawsuits from time to time to  
4 substitute in a new class representative.

09:56:06

5 MR. SCHRAGER: Sure.

6 THE COURT: That's not --

7 MR. SCHRAGER: Yeah.

8 THE COURT: Yeah.

9 MR. SCHRAGER: If it even becomes necessary.

09:56:11

10 THE COURT: If it becomes necessary, it  
11 happens.

12 MR. SCHRAGER: I mean, these plaintiffs have  
13 shown their willingness to exercise their duties on  
14 behalf of the class. They have answered discovery  
15 timely. They didn't have to get dragged in front of  
16 the discovery commissioner on motions to compel. They  
17 sat for depositions. They've been in contact with  
18 their counsel. And, I mean, they are -- they have met  
19 what the rule requires absolutely.

09:56:31

20 So I think that the four aspects of 23(a) are  
21 met here. Of course, under 23(b)(3) we have to move on  
22 to predominance and superiority. Now predominance, is  
23 does -- does the common question that plaintiffs and  
24 your Honor identify, does it basically swallow the  
25 whole? Is it the question? Does it drown out all

09:56:56

09:56:59 1 those individualized inquiries that could possibly  
2 theoretically be made?

3           Once again, I will go back to what we said  
4 under commonality which is the predominant question is  
09:57:09 5 could you pay me less than 8.25? There are no other  
6 functional questions that need be answered with one  
7 stroke to answer the entirety of the suit. So I think  
8 that the predominance factor is met.

9           As far as superiority, I can go back to we can  
09:57:27 10 pluck any one of the 2500, put them in the named  
11 plaintiffs' situation, and have the same case.

12           THE COURT: I mean --

13           MR. SCHRAGER: We have 2500 times.

14           THE COURT: I mean, from a superiority  
09:57:38 15 standpoint, assuming I determine there's a common  
16 questions of law or fact, there's adequacy and  
17 typicality of the claims and the like, clearly handling  
18 a case like this in a class action manner would be  
19 superior to 2500 joinder claims filed in district court  
09:57:55 20 in the state of Nevada.

21           MR. SCHRAGER: That seems clear, your Honor.

22           THE COURT: Yeah, I understand.

23           MR. SCHRAGER: So I -- apart from the class  
24 definition issue, it seems to me that the elements of  
09:58:04 25 Rule 23 have been satisfied by plaintiffs.



09:58:07 1 I do want to talk for one second about the  
2 impact of your Honor's ruling of last week regarding  
3 provide versus offer because it's something you raised  
4 earlier on and it's something we've been thinking about  
09:58:20 5 as well.

6 Now when we had to move for class  
7 certification because our deadline has arrived, we had  
8 not yet received the benefit of your Honor's thinking  
9 regarding the provide versus offer issue. Now we do.  
09:58:31 10 We know that unambiguously the requirement is to  
11 provide not merely to offer.

12 To us, that now argues for the potentiality of  
13 a subclass creation because in documents given to us by  
14 the defendants, out of the 2500 more than 80 percent of  
09:58:52 15 them were merely offered, not provided. So it seems to  
16 us that a subclass of the 2500 whole that would take in  
17 that 80 percent that were not provided health insurance  
18 at all, according to your Honor's ruling last week, is  
19 not just legitimate, it's actually necessary for the  
09:59:15 20 efficient and quick resolution of the actions.

21 So, you know, your Honor has the ability to do  
22 that sua sponte. We are happy to brief it, especially  
23 as part of a -- if your Honor should order this -- a  
24 renewed motion for class certification. We would -- we  
09:59:30 25 would include that because we now have the benefits of

09:59:33 1 your Honor's ruling, and we would be asking for a  
2 subclass of the whole.

3           The 2500 would still be the whole. The  
4 80 percent of that which we'll identify for the Court  
09:59:43 5 would be a subclass who, frankly based on your Honor's  
6 ruling of last week, are more or less assumed to be  
7 entitled to recompense.

8           So, I mean, if your Honor has any questions  
9 about that, we can do that any way your Honor would  
10 like. We are happy to do that as part of a motion  
10:00:02 11 later on or for the court to consider it on its own.

12           THE COURT: I understand, sir.

13           MR. SCHRAGER: Okay. Thank you.

14           MR. PAEK: Good morning, your Honor.

10:00:17 15           THE COURT: Good morning, sir.

16           MR. PAEK: As a preliminary matter, what  
17 counsel just said about moving for certification is not  
18 entirely accurate. Certification deadline in this case  
19 actually has not even passed yet. It's July 28th  
10:00:31 20 according to the last extended discovery order we  
21 stipulated to.

22           So there was no pressure or anything like, of  
23 that sort for them to move for a certification at the  
24 stage they did other than their own strategical  
10:00:45 25 decision to do that.

10:00:46

1 As the Court has already hit on under the US  
2 Supreme Court case of **WalMart versus Dukes**, the Court  
3 must conduct a rigorous analysis as to these factors  
4 for certification and make sure that all of them have  
5 been met.

10:01:03

6 And it's plaintiffs' motion, so it's their  
7 burden to show by a preponderance of the evidence that  
8 all those factors have been met. And plaintiff can't  
9 do that under any of these factors. And what the Court  
10 has already hit on, the first key issue I'll address is  
11 the adequacy because the court already noted that to  
12 begin with. But as the Court noted, there is a  
13 plaintiff -- of the four named plaintiffs, there is a  
14 plaintiff Charity Fitzlaff who actually enrolled in the  
15 health insurance that was offered by defendants.

10:01:37

16 Just through that act alone, that takes her  
17 out of the class definition that has been proposed by  
18 plaintiffs which is for all employees who were paid  
19 under 8.25. Now the arguments that plaintiffs' counsel  
20 has just made about qualified health insurance and that  
21 all the plans didn't qualify, well, that hasn't been  
22 briefed in front of this Court, your Honor. It has  
23 been briefed in other cases that involve the minimum  
24 wage action, but this Court has not issued a ruling on  
25 that as a matter of law. And that is a threshold issue

10:02:11

10:02:13 1 here. So it would make sense that that issue needs to  
2 be decided first as to whether or not -- as to what  
3 qualified health insurance is under the minimum wage  
4 amendment so that we can determine who is or is not in  
10:02:25 5 that class.

6 So as far as defendants go, we agree that the  
7 definition as it is stands right now can't even beat  
8 that one requirement and fails because of that one  
9 named plaintiff that's already in that class.

10:02:43 10 THE COURT: Well, I don't know the one named  
11 claimant will cause the failure of all -- I should say  
12 the one named class representative, just because one  
13 class representative fails doesn't mean the class fails  
14 as a whole. And I don't think there's any case law  
10:03:01 15 that stands for that. What you do is you peel them  
16 off.

17 MR. PAEK: I understand that, your Honor.  
18 There's been -- no, there's been no discovery done as  
19 to -- there's been no offering in their motion as to  
10:03:11 20 the numbers of enrolled parties versus non-enrolled  
21 parties. If that's what's -- if that's what we're  
22 going to do, then there still has to be a determination  
23 to what qualified health insurance is for them to  
24 argue, well, none of our plans qualify. That hasn't  
10:03:28 25 been determined.

10:03:30 1 THE COURT: But, sir, I'm not disagreeing with  
2 you on that. Here's the thing when it comes to -- and  
3 class action is different from other forms of  
4 litigation. You can start out with your initial  
10:03:38 5 complaint, and you can have a very much carefully  
6 crafted class definition, right. And the class  
7 definition is really straight to the point, it's  
8 narrowly construed and so on.

9 And you know what, discovery can determine  
10:03:56 10 whether 5,000 people meet that class or 500,000 people  
11 meet that class based upon what is ferreted out during  
12 discovery. All the plaintiff has to establish is  
13 essentially this: That the numerosity standard is met  
14 when it comes to the number of class members. That's  
10:04:13 15 all. And so it's not -- you don't have -- you don't  
16 have to have discovery on what a qualified plan is in  
17 order for the class definition to make a statement  
18 that, you know what, that the class includes those that  
19 were offered a plan that did not meet the  
10:04:32 20 qualifications as mandated by the State of Nevada  
21 Insurance Commission. Something like that. I'm just  
22 making it up, you know, as I go along. But if that's  
23 in there, then you go through discovery.

24 I might make a decision where three meet the  
10:04:44 25 requirement, two don't. Then that will knock the class

10:04:46

1 down, hypothetically, from 2500 to 1700 depending on  
2 how the numbers play. So what I'm saying is: You  
3 don't do -- the class definition does not impact what  
4 my ultimate findings of fact and conclusions of law  
5 will be based upon the definition of a qualified plan.  
6 I could make a determination that all five are  
7 qualified, right. If there's five plans, and then  
8 there's no class. I don't know. You know.

10:05:03

9 MR. PAEK: And --

10:05:16

10 THE COURT: Where the class is not -- you  
11 know, so that to me is not necessarily critical at this  
12 level because it's been asserting there's 2500 class  
13 members out there.

10:05:28

14 So what I want to do is this, I mean, because  
15 understand, the Court is given fairly broad discretion  
16 if the facts and circumstances change after class  
17 definition -- I mean, after class certification is  
18 granted, the Court can do things, motions can be  
19 brought, "de-certify, Judge". It happens from time to  
20 time.

10:05:44

21 So I'm just telling you -- because what you  
22 want to do is this: You want to get the class  
23 certificate -- the class certification issues out of  
24 the way so discovery can continue. You don't want to  
25 do all the discovery and then have the class certified

10:05:56

10:05:59 1 at the end. That's just not how it's done. It's done  
2 early on in the litigation. I just want to tell you  
3 that. And so you've challenged the class definition.  
4 I understand that, and I see there's some issues there.

10:06:15 5 MR. PAEK: Thank you, your Honor.

6 THE COURT: I do.

7 MR. PAEK: And on that point, we understand  
8 the Court's position.

9 THE COURT: I don't have a position. I never  
10:06:23 10 have a position.

11 MR. PAEK: We understand.

12 THE COURT: Lawyers say that. I never have a  
13 position. I just point issues out, right. That's all  
14 I'm doing. I never have a position. I'm not an  
10:06:32 15 advocate. Trust me. I just see issues that jump out  
16 at me.

17 MR. PAEK: Well, your Honor, this issue of  
18 qualified health insurance, it hasn't been briefed  
19 before the Court. It was brought up for the first time  
10:06:44 20 in their reply and not in their underlying motion, the  
21 theory that none of the plans were in compliance.

22 THE COURT: I'm not making a decision on that  
23 today.

24 MR. PAEK: So --

10:06:53 25 THE COURT: So you feel very comfortable about

10:06:55

1 that.

2 MR. PAEK: Well, without that component, your  
3 Honor, their class definition doesn't work. And I  
4 would like to go since counsel did go through the other  
5 factors.

10:07:03

6 THE COURT: Yeah, go ahead.

7 MR. PAEK: I would like to go through the  
8 other factors as well.

10:07:12

9 As stated in our briefs ascertainability is a  
10 threshold issue before weighing the Rule 23  
11 requirements. And the problem here goes back to the  
12 fact that plaintiffs' class definition right now as it  
13 stands is too speculative because it would include  
14 unharmed persons.

10:07:25

15 A class definition that includes all persons  
16 paid under 8.25 does not take into account the  
17 employer's right to properly pay persons the lower tier  
18 rate under the minimum wage amendment or the MWA should  
19 qualified health insurance have been enrolled in by  
20 some of the plaintiffs as we have in our case.

10:07:43

21 In relation to what counsel touched on about  
22 the recent ruling in provide versus offer, that order  
23 just came out less than a week ago, and we're still  
24 digesting that. In fact, we are setting up a call  
25 later today regarding the order in that with counsel.

10:08:00



10:08:04

1 But we understand that this Court found that provide  
2 does not mean offer, that it means an employee must  
3 enroll or accept the health insurance and, you know,  
4 that position was, of course, articulated by plaintiff  
5 in their underlying motion in that case.

10:08:21

6 But that being said, it comes back to the  
7 second component which they brought up in their reply  
8 that what is qualified health insurance under the  
9 minimum wage claim. What is under the supporting labor  
10 commission regulations under NAC608? Those issues have  
11 to be built in because it's not really a defense  
12 portion of the MWA. What it really is, is it's part of  
13 their claim because you can pay a lower tier under the  
14 MWA if you have qualified health insurance. That's  
15 what the minimum wage amendment says. So it doesn't  
16 even get to the individualized defenses stage.

10:08:39

10:08:57

17 THE COURT: Well, here's my question for you:  
18 I mean, who would determine whether or not health  
19 insurance is qualified? Would it be based upon  
20 insurance regulations? You know, I mean, I don't know  
21 if the Department of Labor --

10:09:09

22 MR. PAEK: We --

23 THE COURT: -- would make that ultimate  
24 determination because they're not -- I would think from  
25 a delegation of authority as to what qualifies as

10:09:18

10:09:23 1 insurance in the state of Nevada, that would come under  
2 the insurance commissioner.

3 MR. PAEK: Well --

4 THE COURT: And the insurance commission  
10:09:30 5 regulation. I would think. I'm not saying -- I'm not  
6 accepting that 100 percent but common sense dictates  
7 that. That's where it comes from. Because whether  
8 it's auto insurance, health insurance, property and  
9 casualty insurance, and all the insurances typically  
10:09:43 10 that comes under the penumbra of the insurance  
11 commissioner, right, and their regulations. And they  
12 regulate that in their statutes out there for health  
13 insurance, right.

14 MR. PAEK: And we haven't fully delved into  
10:09:55 15 that issue, your Honor.

16 THE COURT: That's what my gut tells me.

17 MR. PAEK: And --

18 THE COURT: I just want to tell you that.

19 MR. PAEK: And I understand what you're  
10:10:01 20 saying. It's something that would have to be briefed I  
21 would say.

22 THE COURT: Yeah.

23 MR. PAEK: It would have to be briefed, and we  
24 would have to look at our respective positions as to  
10:10:10 25 whether or not, for example, the insurance commissioner

10:10:13 1 or the labor commissioner as to whether or not those  
2 regulations have any impact as to how that should be  
3 interpreted.

10:10:22 4 THE COURT: Right. But I don't think the  
5 labor commissioner has been delegated any sort of  
6 statutory grant of authority from the Nevada  
7 legislature and the government, and the governor, the  
8 executive branches, I guess the entire legislative  
9 process, the powers to determine qualifications of  
10 insurance.

11 MR. PAEK: Well --

12 THE COURT: I would be shocked if that is the  
13 case.

14 MR. PAEK: It is --

10:10:44 15 THE COURT: However, my mind is open, but I  
16 would be surprised.

17 MR. PAEK: Well, this is where we get into an  
18 interesting area which we have not briefed before this  
19 Court but the minimum wage amendment has a portion  
10:10:57 20 which has the appointee of the governor publish the  
21 bulletins which adjust the rates, and that's been  
22 delegated to the labor commissioner of Nevada. And  
23 because of that the Labor Commissioner of Nevada has  
24 promulgated regulations under NAC608 regarding how the  
10:11:16 25 minimum wage amendment is supposed to function as far

10:11:18 1 as the offers of insurance go, as far as keeping track  
2 of declination forms, for example. And as to this  
3 issue, it also goes into the definition of what  
4 qualifying health insurance is under the minimum wage  
10:11:33 5 amendment.

6 Actually ironically, the term that they use  
7 qualifying health insurance doesn't come from the  
8 minimum wage amendment. It actually comes from the  
9 labor commissioner's regulations under NAC608. And  
10:11:46 10 under those regulations there is a set of standards  
11 that health insurance qualifies if it meets certain  
12 requirements such as being complying with the IRC,  
13 internal Revenue Code or the Taft-Hartley Act for  
14 example.

10:12:06 15 And like I said, your Honor, I mean, I'm sure  
16 that issue is going to be briefed before this Court.

17 THE COURT: It will.

18 MR. PAEK: And it's a threshold issue.

19 As far as commonality goes, your Honor --

10:12:18 20 THE COURT: Common questions of law or fact.

21 MR. PAEK: Yes. Even without -- even with  
22 what plaintiffs' counsel is saying about the provide  
23 means enroll definition, as pointed out in our briefs,  
24 there are problems here because the plaintiffs have  
10:12:32 25 individualized facts which are very important that go

10:12:36 1 to their individualized -- that goes to defendants'  
2 individualized defenses regarding those plaintiffs.

3 As pointed out in our briefs, all the  
4 plaintiffs had differing hours, differing pay rates.  
10:12:50 5 Some plaintiffs, two of them, reported all their tips  
6 but one plaintiff Olszynski, she only reported  
7 20 percent. Another plaintiff Wilbanks reported none.  
8 And the reason why this is important, your Honor, is  
9 that the amount of tips also range from as low as \$252  
10:13:09 10 a week to \$500 a week.

11 THE COURT: Why does that matter?

12 MR. PAEK: Under the labor commissioner's  
13 regulations of NAC608.104 that sets out what a  
14 qualifying plan is under the minimum wage. And under  
10:13:21 15 that regulation it allows tips to be included to  
16 determine the 10 percent, whether you meet the  
17 10 percent threshold of gross income as to a qualifying  
18 plan. So that's why that matters, your Honor.

19 It matters because it's -- on one hand, it's  
10:13:35 20 can we get at accurate gauge of who qualifies -- who  
21 had enough -- whose plan was low enough to meet the  
22 qualifying income and --

23 THE COURT: See, but I -- and maybe I'm wrong  
24 on this, but I would think a qualified plan, insurance  
10:13:52 25 plan would be real insurance coverage. Am I missing

10:13:55

1 something?

2 MR. PAEK: But there's no -- your Honor,  
3 that's no what the minimum wage amendment says.

4 THE COURT: I understand.

10:14:00

5 MR. PAEK: The minimum wage amendment just  
6 says health. And, your Honor, what the plans that were  
7 offered were health insurance plans. There's no --  
8 there's no statement that it does not comply. And we  
9 haven't briefed this issue, your Honor. This goes back

10:14:10

10 to qualified health insurance. But as to what exactly  
11 health insurance is under the minimum wage amendment --

12 THE COURT: I'll give you an example. I mean,  
13 if you look at the Affordable Care Act, there was a lot  
14 of insurance being offered that wasn't real insurance.

10:14:24

15 MR. PAEK: But, your Honor --

16 THE COURT: Right. And so what happened was  
17 as a result of the Affordable Care Act, the government  
18 said, Look, those types of "plans" can no longer be  
19 offered because they're not really insurance. And so,

10:14:37

20 I guess, at the end of the day what I'm going to have  
21 to look at, and this is all questions I'll have to  
22 answer, I'm just telling everybody this whether the  
23 types of plans offered meet the statutory definition of  
24 health insurance on some level. That's what I'm going

10:14:52

25 to have to decide.

10:14:53 1 MR. PAEK: And the Affordable Care Act, your  
2 Honor, is a separate issue from the minimum wage  
3 amendment.

4 THE COURT: I just use that as an example,  
10:15:00 5 sir. That's all. I just -- that's my analogy. But I  
6 think at the end of the day I'm going to have to decide  
7 because there's -- I mean, historically, there's been a  
8 lot of plans that have been offered, it's not going to  
9 have an impact on any ultimate decision, but that were  
10:15:15 10 purported to be insurance plans which aren't.

11 You know, and I don't know what the plans are  
12 in this case. And I'll look at them. And I'll have to  
13 make a determination as to whether they meet the  
14 definition of insurance in the state of Nevada. I  
10:15:26 15 don't know. I'm going to give you a chance to brief  
16 that. That's what I'm thinking about.

17 I'm just going to tee it up and tell you what  
18 I'm thinking about.

19 MR. PAEK: And we're fine with briefing that  
10:15:33 20 issues, your Honor.

21 THE COURT: Yeah.

22 MR. PAEK: I mean, and that is an important  
23 issue. We wholeheartedly agree --

24 THE COURT: Right.

10:15:39 25 MR. PAEK: -- that that's an issue that needs

10:15:40

1 to come before this Court.

2 THE COURT: And it's not before me now. I'm  
3 not going to decide it right now.

4 MR. PAEK: And it's not, your Honor.

10:15:49

5 So getting back to the commonality aspect of  
6 this, even under provide means enrolled definition,  
7 there are individual inquiries as to whether it is  
8 plausible or impossible to defendants to actually  
9 enroll some of these plaintiffs into their plans.

10:16:10

10 Because as we found out in depositions, many of these  
11 plaintiffs made independent choices to enroll for their  
12 own personal reasons that range from having existing  
13 health coverage such as with plaintiffs Diaz and  
14 Wilbanks, or a better choice through Medicaid as with  
15 plaintiff Olszynski. And then there's even an --

10:16:28

16 THE COURT: But even under those circumstances  
17 then, I mean, it's my -- and my ruling would stand for  
18 the proposition that, okay, if they weren't enrolled,  
19 then they should have been paid 8.25 a hour.

10:16:43

20 MR. PAEK: Well, your Honor, I mean, that gets  
21 to the issue of whether or not we could enroll them.  
22 And, for example, there is -- there is a plaintiff.  
23 There's a plaintiff Fitzlaff who alleges in her  
24 deposition contrary to the company's policy that she  
25 was dissuaded from enrolling by a manager.

10:16:56



10:16:59

1 THE COURT: That's a problem.

2 MR. PAEK: We'd have to look at that too.

10:17:06

3 That's a -- I mean, that could go to: Was that manager  
4 acting in their course and scope. Was that what the  
5 policy was? I mean, that creates all sorts of issues  
6 just on that one issue alone.

10:17:18

7 THE COURT: But, see, if I follow that  
8 argument, sir, and trust me, there would never be a  
9 class certification. I mean, if you look at the cases  
10 involving torts, I mean, every one of those cases, the  
11 asbestos cases some people, I mean, all -- they have  
12 cancer. They have so many different damages. And that  
13 in and of itself was not sufficient to preclude class  
14 certification.

10:17:34

15 You look at the In Re Kitec case I certified  
16 that's still ongoing for nine years that we're in the  
17 claims administration process right now that involved  
18 27,000 homes in Clark County.

10:17:48

19 Every home had a different square footage.  
20 There were different numbers of fittings that were in  
21 all the different homes. And we had subclasses. There  
22 were actually maybe 20 different plumbing companies  
23 involved.

10:18:03

24 And so from a commonality standpoint, there  
25 were still common questions of law or fact. And you

10:18:07 1 don't have to be identical when it comes to proof as  
2 far as that is concerned. So the fact that there might  
3 be a component where its alleged that one of the  
4 employees dissuaded one of the class reps from getting  
10:18:23 5 health insurance or whatever, okay, that, be that as it  
6 may, my ruling stands for the proposition one of two  
7 things happens: If you enroll them in insurance, then  
8 you can pay 7.25 an hour. If you don't enroll them in  
9 insurance, they get paid 8.25 an hour. And that's the  
10:18:46 10 whole -- at the end of the day, regardless of all the  
11 different reasons, based upon my decision, enrolled  
12 means enrolled. You know, not -- you know, I mean,  
13 provide means provide, you know. That's what it stands  
14 for.

10:19:00 15 And so that's how -- that's how I look at this  
16 case. You know, there could be a lot of different  
17 reasons out there factually, but at the end of the day  
18 there's a constitutional mandate as it relates to the  
19 minimum wage. Either you provide them health  
10:19:14 20 insurance. They need to pay them 7.25 an hour. If for  
21 whatever reason you don't provide them health  
22 insurance, they get pay 8.25 an hour. There could be a  
23 lot of different reasons why, but that's the case.  
24 That's how I look at that based upon my ruling. And I  
10:19:29 25 realize the Supreme Court will have to deal with that.

10:19:30 1 But that's kind of how I see it. And so I'm not as  
2 concerned about the commonality issues. I do  
3 understand your concern as to adequacy. I get that.  
4 And we'll talk about that. And you have the floor on  
10:19:40 5 that.

6 MR. PAEK: Yeah. Yes, your Honor. And I  
7 understand what you're saying about commonality.

8 THE COURT: Because that's broad.

9 MR. PAEK: That goes to typicality also. And  
10:19:56 10 I would just point out that even as to typicality, the  
11 same, and all these -- obviously, as the Court has  
12 already pointed out, all of these requirements sort of  
13 flow into each other, but the plaintiff Fitzlaff's  
14 enrollment in insurance, the same problem that we have  
10:20:11 15 with the class definition is the same problem we have  
16 with typicality in that, you know, she doesn't have a  
17 claim that's typical of the other class members. Or  
18 she's not even in the class for that matter.

19 As far as the adequacy goes, your Honor, this  
10:20:33 20 is a threshold issue. And this has been more  
21 thoroughly briefed in the motion for disqualification  
22 that will be heard by this Court at the certification  
23 deadline -- the current certification deadline of  
24 June 28 -- or July 28. But I can briefly go through  
10:20:54 25 and summarize how that affects the adequacy here. And

10:20:59 1 we've already kind of touched upon it, but Fitzlaff is  
2 the one who actually enrolled in the insurance.

3 But other than that, that's also -- there's  
4 also some problems here under the Ceegan case that  
10:21:13 5 we've cited for class plaintiffs who have no  
6 credibility. Or and also the Robinson case which goes  
7 to the knowledge of their claims or position adverse to  
8 the putative class.

9 And just briefly, your Honor, you know,  
10:21:30 10 plaintiffs in their reply at page 11 footnote three,  
11 they have -- what they've done is even during the same  
12 day as the first depositions went off on May 19th. And  
13 that same day plaintiffs had, unbeknownst to us, also  
14 filled out declarations which now plaintiffs proffer in  
10:21:53 15 support of their motion for certification. But in that  
16 briefing, in that footnote plaintiffs argue that the  
17 plaintiffs in the class know that 8.25 is the upper  
18 tier, that they had an understanding that wages were  
19 tied to purported offers of insurance, and that they  
10:22:15 20 uniformly found the insurance offer wanting as to the  
21 healthcare. And that is absolutely not what panned out  
22 at the depositions, your Honor.

23 For example, with plaintiff Diaz, as cited to  
24 in the depo transcript in our brief, she had no  
10:22:34 25 understanding of what qualifying health insurance was.

10:22:36

1 And she in fact --

2 THE COURT: But tell me this, though --

3 MR. PAEK: She --

10:22:42

4 THE COURT: -- how many members of the general  
5 public know what uninsured motorists coverage is.

6 MR. PAEK: And I understand the --

10:22:56

7 THE COURT: So what I'm trying to say is this:  
8 Specifically as it relates to their individualized  
9 specific knowledge as to insurance and what insurance  
10 is, the general public has no clue.

11 MR. PAEK: Well, that --

12 THE COURT: They don't. And I don't expect a  
13 minimum wage type employee to have an understanding as  
14 to what is health insurance. I mean, most people don't  
15 realize that now we don't have preexisting conditions  
16 which is a huge issue. And they want to get rid of the  
17 Affordable Care Act. And you got -- you have  
18 essentially no longer preexisting conditions, you know.  
19 And so people don't know and understand insurance.

10:23:11

10:23:31

20 They just don't. They just assume that it's there when  
21 they need it. And sometimes they go to get it, and  
22 they file their claims, and they find out they don't  
23 have necessarily what they anticipated they thought  
24 they had. And that's what happens.

10:23:43

25 MR. PAEK: Well --

10:23:44 1 THE COURT: So I'm not concerned about what  
2 they knew. I'm concerned about whether or not the  
3 plans were qualified or not.

4 MR. PAEK: Well, what I was getting at, your  
10:23:52 5 Honor, is with --

6 THE COURT: Because isn't --

7 MR. PAEK: That --

8 THE COURT: Go ahead. Go ahead.

9 MR. PAEK: That that lack of understanding is  
10:23:56 10 also coupled with just an incorrect understanding. For  
11 example, plaintiff -- so plaintiff Diaz's failure to  
12 understand what qualifying health insurance combined  
13 with thinking that her claims are for off-the-clock  
14 work which aren't even pled factually or legally in the  
10:24:14 15 case.

16 THE COURT: Okay. But she doesn't get that.  
17 I mean, really.

18 MR. PAEK: I mean, that's -- that's -- she's  
19 contradicting what her own claims are in her complaint  
10:24:23 20 is what she's doing. This is where it gets  
21 highlighted, your Honor, because plaintiff Wilbanks,  
22 what -- why that is important, plaintiff Wilbanks when  
23 she was being deposed, she thought she was being  
24 deposed for a different case that she's in with  
10:24:38 25 plaintiff's counsel which is the Watson case, which is

10:24:40 1 Watson versus Mancha. And she testified as to  
2 off-the-clock work in this case. And that's where the  
3 problem arises is it has no bearing. Off-the-clock  
4 work has no bearing in a minimum wage case and vice  
10:24:54 5 versa. So she can't be a plaintiff or a class  
6 representative in this case when she really thinks  
7 she's in the Watson case, and that's all she's  
8 testifying to in the deposition. That creates a  
9 problem.

10:25:05 10 THE COURT: Here's my question.

11 MR. PAEK: That's --

12 THE COURT: Why can't she be the class  
13 representative if factually she meets the class  
14 definition requirement?

10:25:09 15 MR. PAEK: Because she doesn't have an  
16 understanding of what she's there for. She brought  
17 claims based off of -- they pled facts in their  
18 complaint based off of her knowledge. When we asked  
19 her on her basic knowledge as to that, as to what her  
10:25:22 20 claims were, she couldn't articulate anything except  
21 for claims from another case. And that's a problem.  
22 Then she should be a class representative in that case,  
23 not in this case.

24 THE COURT: So are there any -- are there any  
10:25:36 25 factual issues as to whether or not she meets the class

10:25:40 1 definition if one is formulated in this case that she  
2 was not provided health insurance and paid 7.25 a hour?

3 MR. PAEK: Well, as we've -- as we've said,  
4 the class definition as it stands right now includes  
10:26:00 5 other unharmed persons, so it doesn't work on its face.

6 THE COURT: Because at the end of the day --

7 MR. PAEK: I mean, that's --

8 THE COURT: -- you have to understand --

9 MR. PAEK: Here's the class definition.

10:26:10 10 THE COURT: I'll tell you this, sir. I took  
11 thousands of depositions, and you can control how the  
12 deposition goes by the questions you ask. And so I'm  
13 wondering were there specific questions asked of her:

14 Ma'am, how much were I paid? 7.25 a hour,  
10:26:24 15 right. And yes.

16 Were you given health insurance?

17 That's the question.

18 MR. PAEK: Well, that's actually that -- the  
19 offer of health insurance, your Honor --

10:26:34 20 THE COURT: Well, were you provided health  
21 insurance.

22 MR. PAEK: Well, that's -- and, your Honor,  
23 these briefings were based off of the issue of offer,  
24 so now that it's --

10:26:43 25 THE COURT: So, factually, it would seem like



10:26:45 1 to me that would be the line of questioning that you  
2 would need to find out if she met the class definition  
3 or somewhere in the parameters of the class definition.

4 MR. PAEK: Because their proposed complaint,  
10:26:57 5 your Honor, their initial complaint before the ruling  
6 on provide means enroll was based off of offering of  
7 health insurance is what -- they used offering as a  
8 synonym of provide in their complaint.

9 THE COURT: But you're telling me that those  
10:27:08 10 specific -- because if I was taking the deposition  
11 knowing the direction the case is going, I could think  
12 of questions I would ask to try to cover everything  
13 regarding, okay, how much were you being paid? Were  
14 you offered health insurance? Were you provided health  
10:27:21 15 insurance? And the like. I mean, it's -- that's  
16 pretty straightforward stuff.

17 I mean, technically, you look at her  
18 deposition. I would think it wouldn't take more than a  
19 half an hour as to the facts of this case.

10:27:33 20 MR. PAEK: Well, your Honor, the problem is in  
21 this case is that their legal theories and their  
22 definitions have become a moving target because what  
23 started off in their complaint as one legal theory of  
24 why we're liable which was because we didn't offer  
10:27:50 25 health insurance has morphed into we're liable because

10:27:53 1 we didn't enroll people in health insurance. And that  
2 was a big change. And there's been changes all along  
3 with their other briefings, and what they're bringing  
4 up now with qualified health insurance. That's another  
10:28:06 5 issue. But --

6 THE COURT: Well, I think that probably became  
7 an issue as a result of discovery in this case.  
8 Because I would think that the question would be this:  
9 What insurance was offered?

10:28:16 10 And then they looked at the policies and they  
11 said Look, well, we don't think this is health  
12 insurance that meets the requirements of health  
13 insurance as it relates to the state of Nevada.

14 Now, that's -- I don't know anything about  
10:28:26 15 what happened in discovery, but I was involved in a lot  
16 of discovery, and I would anticipate that's what  
17 happened.

18 Is that what happened?

19 MR. SPRINGMEYER: Yes, your Honor.

10:28:33 20 MR. SCHRAGER: Well --

21 MR. SPRINGMEYER: Plus, it's in the complaint.

22 MR. SCHRAGER: I mean --

23 MR. SPRINGMEYER: They did provide --

24 MR. SCHRAGER: I will read you from the  
10:28:40 25 complaint momentarily.

10:28:41

1 THE COURT: All right.

2 MR. SCHRAGER: It won't matter, your Honor.

3 MR. PAEK: Your Honor, the distinction that

4 they're making that has come about in their motion

10:28:48

5 practice after the fact is different than what -- how

6 they initially plead the complaint. Because in their

7 complaint they didn't say it didn't matter because no

8 one -- because all that matters was whether or not you

9 enrolled people. That is no where in the complaint. I

10:29:01

10 mean.

11 THE COURT: I understand.

12 MR. SCHRAGER: You can go ahead.

13 MR. PAEK: And it's anonymous with offer and

14 provide, Bradley, isn't it, throughout your complaint.

10:29:07

15 So getting back to the other plaintiffs, your

16 Honor. For example, and this goes to the core of the

17 minimum wage amendment. Olszynski, plaintiff

18 Olszynski, she had no understanding of the two-tier

19 minimum wage. And here's the problem with that

10:29:26

20 understanding, your Honor. She thought that the only

21 minimum wage rate out there was 8.25 an hour.

22 In fact, she said that at no time can an

23 employer pay less than 8.25 an hour. So she actually

24 testified contradictory to what her own claims are,

10:29:40

25 that there's a two-tier minimum wage system that you

10:29:44

1 have to pay 8.25 if you're not offering health  
2 insurance and 7.25 if you are offering health  
3 insurance.

4 In fact, she even testified --

10:29:55

5 THE COURT: So how --

6 MR. PAEK: In fact, she even testified --

7 THE COURT: How is that a defense, though? I  
8 mean, really. Just because, you know, hypothetically

9 you have a malpractice plaintiff doesn't understand

10:30:06

10 what the standard of care might be for an orthopedic  
11 spine surgeon. That doesn't mean their claim is not  
12 viable if they have an expert that will opine on the  
13 standard of care.

14 MR. PAEK: Well, she also testified that she  
15 was being offered legitimate health insurance. So how  
16 is it that she couldn't be paid the lower tier rate if  
17 she, in her own words, the health insurance was  
18 legitimate.

10:30:16

19 And we've already hit on plaintiff Fitzlaff  
20 who already enrolled in the health insurance which, you  
21 know, contradicts even their position now would the  
22 provide means offer.

10:30:32

23 So that being said, your Honor, I mean,  
24 adequacy is a big problem. The class definition is a  
25 big problem. Under its rigorous -- under the rigorous

10:30:49

10:30:53 1 standard and the analysis of each one of those factors,  
2 they don't meet it. And the declarations that they've  
3 proffered in here, they don't stand for what they say  
4 they stand for. They're the definitions is what these  
10:31:09 5 plaintiffs actually testified to as to their knowledge  
6 and their understanding.

7 THE COURT: I understand, sir.

8 MR. PAEK: And, you know, I'll be happy to  
9 address any points that the Court would like me to  
10:31:21 10 address beyond that or anything else that plaintiffs  
11 might bring up.

12 THE COURT: Thank you, sir.

13 Counsel.

14 MR. SCHRAGER: I will be exceptionally brief,  
10:31:29 15 and just hit a few things. Number one, I did want to  
16 read from the amended complaint filed June 5, 2014,  
17 which is now 13 months ago.

18 Defendants -- this is the first claim for  
19 relief. Defendants paid and have paid plaintiffs and  
10:31:42 20 members of the class at a reduced minimum wage level  
21 pursuant to the Nevada constitution without providing  
22 qualified health insurance benefits as required by that  
23 provision. Can't be any clearer than that. Pled  
24 exactly what we meant.

10:31:57 25 Pardon me.

10:31:59

1 Now, as to Ms. Fitzlaff --

2 THE COURT: Maybe that should be kind of  
3 inserted into the class definition at some point.

4 MR. SCHRAGER: No, you're absolutely --

10:32:06

5 THE COURT: I mean, really. That's the whole  
6 case --

7 MR. SCHRAGER: I will get to that momentarily.

8 THE COURT: -- right.

9 MR. SCHRAGER: I will get to that momentarily.

10:32:12

10 As far as, you know, your Honor's general understanding  
11 as to what this case is going to come down to I think  
12 is exactly right.

13 As far as the issue of what constitutes or  
14 whether their plans constituted qualified health

10:32:24

15 insurance is not a threshold issue. That's the  
16 ultimate issue. We're just completing the class  
17 certification phase, the merits and liability phase --

18 THE COURT: I understand.

19 MR. SCHRAGER: -- will proceed. So it's not

10:32:33

20 something, as I think your Court understands, it's not  
21 something you have to decide now. It's something that  
22 will decide the case.

23 As far as plaintiff Fitzlaff. The fact that  
24 she enrolled at periods of time over the last five

10:32:44

25 years, there were periods of time in which she was not

10:32:47 1 covered by insurance and was still paid 7.25.

2 So enrollment for periods of time does not

3 disqualify her as a representative of those who weren't

4 because there was plenty of time in which she was not.

10:33:00 5 Let's see. I mean, it seems to me, we can

6 sort of cut through this and move on with our lives

7 because we're going to be back at the end of this month

8 on this disqualification motion. It seems to me that

9 the most logical and useful thing to do at the moment

10:33:15 10 is to deny the motion without prejudice. We will renew

11 or class certification motion to probably better, you

12 know, or supplemental briefing on the class definition.

13 We will discuss with you in the wake of last week's

14 order regarding the provide versus offer. We will

10:33:39 15 propose our subclass idea. We can flesh that out

16 better.

17 Defendants can make whatever arguments they

18 want. And we will come back and we will have this out

19 then. Sort of having it out now in this manner does

10:33:50 20 not really seem to be the best use of everyone's time.

21 THE COURT: All right.

22 Anything else?

23 MR. PAEK: Just to address really quickly,

24 your Honor, just for the record what they're pointing

10:33:55 25 out in their complaint. Throughout the complaint, for

10:33:58 1 example on page 3 line 1: Providing, offering, and  
2 maintaining health insurance. Provide and offer at  
3 that time in their complaint was used synonymously.  
4 And if you look specifically on page 6 paragraphs 25,  
10:34:09 5 26. As part of their individualized claim they write:  
6 Ms. Diaz was never offered a company health plan at all  
7 much less a plan that would qualify. So that right --  
8 and there -- and the next paragraph, paragraph 26:  
9 Defendants, therefore, were unlawfully paying Ms. Diaz.  
10:34:26 10 So what they started out with within their complaint,  
11 your Honor, was contingent on whether or not health  
12 plans were offered, not whether or not people were  
13 enrolled. Now its changed into that. But that's not  
14 what was reflected in their complaint or what was  
10:34:39 15 reflected at the time of the deposition.  
16 As to, I mean, it's within the Court's  
17 discretion as to -- I mean, if plaintiffs want to  
18 propose denying the motion without prejudice at this  
19 time, we'll leave that up -- I mean, that's within the  
10:35:04 20 Court's discretion as to how the Court would like to  
21 handle that. We've already addressed the issue with  
22 the class definition as they exist. Those issues are  
23 still there. I don't think they can move forward with  
24 certification at this time. So as we pointed out to  
10:35:18 25 the Court, we are still currently ahead of the



10:35:21 1 certification deadline which is July 28. So which will  
2 also be the same date as the hearing on our motion to  
3 disqualify.

4 And unless the Court has any other questions,  
10:35:37 5 I'll rest there.

6 THE COURT: All right. This is what I'm --  
7 Mr. Springmeyer, sir.

8 MR. SPRINGMEYER: Could I propose, your Honor,  
9 that we have this hearing continued over on to the 28th  
10:35:48 10 when the other one is set. That --

11 THE COURT: I was actually thinking about  
12 that, Mr. Springmeyer. What I'm actually thinking  
13 about doing, since there will have to be  
14 supplementation, moving the deadline and also the  
10:36:00 15 hearing date from the 28th to August 6 which gives  
16 everybody more time.

17 MR. SPRINGMEYER: Right. And then we could do  
18 supplemental briefing on the class definition --

19 THE COURT: Exactly.

10:36:10 20 MR. SCHRAGER: -- on the subclass idea.

21 MR. PAEK: Your Honor, we are --

22 MR. SPRINGMEYER: They can oppose, and then we  
23 can reply.

24 THE COURT: Right.

10:36:14 25 MR. SPRINGMEYER: And it can be heard in a

10:36:16 1 timely fashion.

2 THE COURT: Right.

3 MR. PAEK: We are living in a different world

4 with the order of --

10:36:19 5 THE COURT: Absolutely.

6 MR. PAEK: -- last week.

7 THE COURT: Yeah.

8 MR. PAEK: So things have changed, and --

9 MR. SCHRAGER: Makes sense.

10:36:23 10 THE COURT: That's why I said, you know, I

11 looked at the 28th, and that's probably still not

12 enough time but the 6th gives us an entire month.

13 MR. SPRINGMEYER: Yes, your Honor --

14 MR. SCHRAGER: Yes.

10:36:32 15 THE COURT: -- for all practical purposes.

16 And so what we'll do is this, which I think is probably

17 the prudent way to handle it: We're going to continue

18 this motion to August 6. We're going to move the

19 defendant's motion to disqualify named plaintiffs as

10:36:47 20 class representatives and dismiss class action claims

21 to August 6. And also we're going to move the

22 stipulated deadline to August 6. And so that makes it

23 all -- so I can take care of it all at the same time.

24 One thing I can just tell you this: I think

10:37:02 25 there has to be some issue regarding something to deal

10:37:07 1 with time and also qualified health insurance in the  
2 definition. I just want to tell you that. That's kind  
3 of how I see that.

4 MR. SPRINGMEYER: We got that, your Honor.  
10:37:14 5 Thank you.

6 THE COURT: Yeah. And anyway, that's what  
7 we'll do. And I'm going to hear all arguments on the  
8 merits as it relates to the individual class  
9 representatives and what potential defects they might  
10:37:24 10 have. And then I'm going to listen to the motion to  
11 dismiss. We still have the certification motion  
12 pending. I'll bundle it all up, and I'll make a  
13 decision on August 6.

14 MR. SPRINGMEYER: Your Honor, could we set  
10:37:33 15 deadlines for the supplemental briefing?

16 THE COURT: Yes, you can. And bottom line is  
17 if you want to stipulate, that's fine with me.

18 MR. SPRINGMEYER: Well, I think we should be  
19 able to do that.

10:37:42 20 THE COURT: You can do it right now. What do  
21 you want. So we can put it on the record. Make it  
22 easy for you.

23 MR. SPRINGMEYER: Sure.

24 MR. SCHRAGER: Sure.

10:37:49 25 MR. SPRINGMEYER: 10 days for us. 10 days for

10:37:50

1 them. 5 days for reply.

2 THE COURT: So 10 days for -- where does that  
3 take --

10:37:59

4 MR. SCHRAGER: That will take us roughly  
5 Monday the 20th given the fact that the 19th is a  
6 Sunday.

7 THE COURT: Is that fine? So that's what it  
8 will be. Prepare an order for me.

9 MR. SPRINGMEYER: Yes, your Honor.

10:38:10

10 THE COURT: Then the hearing will be August 6.

11 MR. PAEK: I think we'll need more time for  
12 the hearing, your Honor.

13 THE COURT: You need more time for the  
14 hearing?

10:38:21

15 MR. SCHRAGER: Well, if they're going to have  
16 an extra 10 days that will take us to the end of the  
17 month, which will be the -- I mean, we give them to the  
18 31st. The hearing would just be less than a week  
19 later, so that the reply would be rather stunted.

10:38:34

20 THE COURT: You want August 10th or August 13?  
21 It's up to you.

22 MR. SCHRAGER: Either of those.

23 MR. PAEK: I prefer August 13.

24 THE COURT: That's whatever you need.

10:38:42

25 MR. SCHRAGER: That's fine.

10:38:43 1 THE COURT: That's what we'll do.

2 MR. SPRINGMEYER: Okay.

3 MR. SCHRAGER: So the 20th, the 31st. And

4 let's say the 7th for the briefing, supplemental

10:38:55 5 briefing schedule.

6 MR. PAEK: Well, that gives us less than 10

7 days actually, judicial days.

8 MR. SPRINGMEYER: All right.

9 MR. PAEK: Could we have until the 3rd?

10:39:04 10 MR. SPRINGMEYER: How about if we cut ours

11 back to the proceeding Friday. We don't need 10 days

12 to do this.

13 THE COURT: Okay.

14 THE COURT CLERK: Can you repeat those days

10:39:11 15 then now?

16 MR. SCHRAGER: That doesn't seem right. So

17 that is the 7th.

18 So Monday the 20th for supplemental brief.

19 When did you want?

10:39:19 20 MR. PAEK: August 3.

21 MR. SPRINGMEYER: Friday.

22 MR. SCHRAGER: I'm sorry. Okay, Friday the

23 17th. Friday the 17th for the supplemental brief.

24 The 31st still good for you?

10:39:29 25 MR. PAEK: That works.

10:39:29

1 MR. SCHRAGER: Okay. 31st for their  
2 opposition or response. And Friday the 7th for the  
3 reply, your Honor.

10:39:40

4 THE COURT: All right. That's what it will  
5 be.

6 MR. SPRINGMEYER: Okay.

7 MR. SCHRAGER: Thank you, your Honor.

8 THE COURT: And the hearing date will be?

9 THE COURT CLERK: You want the hearing...

10:39:43

10 MR. SPRINGMEYER: The 13.

11 THE COURT CLERK: 13th then?

12 MR. SCHRAGER: Yes.

13 MR. SPRINGMEYER: Yes.

14 THE COURT: August 13. Is that it?

10:39:51

15 MR. SCHRAGER: Yes. That's it.

16 MR. SPRINGMEYER: Yes. Thank you, your Honor.

17 MR. PAEK: Thank you, your Honor.

18 THE COURT: Okay. Enjoy your week.

19

20

21 (THE PROCEEDINGS WERE CONCLUDED.)

22

23

24

\* \* \* \* \*

25

## REPORTER'S CERTIFICATE

STATE OF NEVADA)

:SS

COUNTY OF CLARK)

I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO  
HEREBY CERTIFY THAT I TOOK DOWN IN STENOGRAPHY ALL OF THE  
PROCEEDINGS HAD IN THE BEFORE-ENTITLED MATTER AT THE  
TIME AND PLACE INDICATED, AND THAT THEREAFTER SAID  
STENOGRAPHY NOTES WERE TRANSCRIBED INTO TYPEWRITING AT  
AND UNDER MY DIRECTION AND SUPERVISION AND THE  
FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE AND  
ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE  
PROCEEDINGS HAD.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED  
MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF  
NEVADA.

/s/ Peggy Isom  
PEGGY ISOM, RMR, CCR 541

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>MR. BLAKEY:</b> [1] 3/8 <b>MR. BRAVO:</b> [1] 3/14 <b>MR. PAEK:</b> [70] <b>MR. SCHRAGER:</b> [71] <b>MR. SHRAGER:</b> [8] 8/2 8/6 8/9 10/19 12/25 18/17 21/8 58/24 <b>MR.</b> <b>SPRINGMEYER:</b> [24] 3/12 17/10 48/18 48/20 48/22 55/7 55/16 55/21 55/24 56/12 57/3 57/13 57/17 57/22 57/24 58/8 59/1 59/7 59/9 59/20 60/5 60/9 60/12 60/15 <b>THE COURT</b> <b>CLERK:</b> [3] 59/13 60/8 60/10 <b>THE COURT:</b> [141] <b>\$</b> <b>\$252</b> [1] 35/9 <b>\$500</b> [1] 35/10  / <b>/s</b> [1] 61/17  <b>1</b> <b>10</b> [6] 57/25 57/25 58/2 58/16 59/6 59/11 <b>10 percent</b> [5] 12/11 12/15 12/18 35/16 35/17 <b>100 percent</b> [1] 32/6 <b>10th</b> [1] 58/20 <b>11</b> [1] 42/10 <b>13</b> [5] 51/17 58/20 58/23 60/10 60/14 <b>13th</b> [1] 60/11 <b>16</b> [1] 1/3 <b>1700</b> [1] 28/1 <b>17th</b> [2] 59/23 59/23 <b>19th</b> [2] 42/12 58/5  <b>2</b> <b>20</b> [1] 39/22 <b>20 percent</b> [1] 35/7 <b>2010</b> [1] 9/25 <b>2014</b> [1] 51/16 <b>2015</b> [2] 1/22 3/1 <b>20th</b> [3] 58/5 59/3	59/18 <b>23</b> [9] 1/16 1/16 3/19 14/3 18/1 21/20 21/21 22/25 30/10 <b>25</b> [1] 54/4 <b>250-page</b> [1] 20/12 <b>2500</b> [14] 11/12 13/21 13/22 14/6 15/18 20/3 22/10 22/13 22/19 23/14 23/16 24/3 28/1 28/12 <b>26</b> [2] 54/5 54/8 <b>27,000</b> [1] 39/18 <b>28</b> [3] 41/24 41/24 55/1 <b>28th</b> [4] 24/19 55/9 55/15 56/11  <b>3</b> <b>30</b> [1] 9/25 <b>300</b> [1] 2/12 <b>31st</b> [4] 58/18 59/3 59/24 60/1 <b>341-5200</b> [1] 2/6 <b>341-5300</b> [1] 2/6 <b>3556</b> [1] 2/5 <b>3960</b> [1] 2/11 <b>3rd</b> [1] 59/9  <b>4</b> <b>40</b> [3] 6/10 6/11 13/25  <b>5</b> <b>5,000</b> [1] 27/10 <b>500,000</b> [1] 27/10 <b>5200</b> [1] 2/6 <b>5300</b> [1] 2/6 <b>541</b> [2] 1/25 61/17  <b>6</b> <b>6th</b> [1] 56/12  <b>7</b> <b>7.25</b> [10] 10/11 11/18 12/6 13/7 40/8 40/20 46/2 46/14 50/2 53/1 <b>702</b> [4] 2/6 2/6 2/13 2/13 <b>7th</b> [3] 59/4 59/17 60/2  <b>8</b> <b>8.25</b> [30] 4/17 5/2 9/24 10/2 11/10 11/13 11/15 11/21 12/13 13/2 15/1 15/3	15/17 16/14 16/19 16/24 19/17 19/20 20/3 20/7 22/5 25/19 30/16 38/19 40/9 40/22 42/17 49/21 49/23 50/1 <b>80 percent</b> [3] 23/14 23/17 24/4 <b>862-8800</b> [1] 2/13 <b>862-8811</b> [1] 2/13 <b>8800</b> [1] 2/13 <b>8811</b> [1] 2/13 <b>89120</b> [1] 2/5 <b>89169</b> [1] 2/12  <b>9</b> <b>9:36</b> [1] 3/2  : <b>:SS</b> [1] 61/2  <b>A</b> <b>A.M</b> [1] 3/2 <b>A701633</b> [1] 1/1 <b>ability</b> [2] 23/21 61/11 <b>able</b> [1] 57/19 <b>about</b> [34] 4/19 6/20 7/23 10/10 10/11 11/19 12/4 12/10 14/19 17/25 18/6 19/12 19/13 20/8 23/1 23/4 24/9 24/17 25/20 29/25 30/21 34/22 37/16 37/18 41/2 41/4 41/7 44/1 44/2 48/14 49/4 55/11 55/13 59/10 <b>absolute</b> [1] 16/20 <b>absolutely</b> [10] 8/13 8/13 8/23 9/14 17/10 18/10 21/19 42/21 52/4 56/5 <b>accept</b> [1] 31/3 <b>accepted</b> [3] 10/22 11/4 12/20 <b>accepting</b> [1] 32/6 <b>accepts</b> [1] 15/8 <b>according</b> [2] 23/18 24/20 <b>account</b> [1] 30/16 <b>accurate</b> [3] 24/18 35/20 61/11 <b>act</b> [6] 25/16 34/13 36/13 36/17 37/1 43/17 <b>acting</b> [1] 39/4 <b>action</b> [11] 4/9 5/9 5/17 5/25 6/2 8/16	21/3 22/18 25/24 27/3 56/20 <b>actions</b> [1] 23/20 <b>actual</b> [3] 5/1 5/5 15/24 <b>actually</b> [14] 23/19 24/19 25/14 34/6 34/8 38/8 39/22 42/2 46/18 49/23 51/5 55/11 55/12 59/7 <b>address</b> [4] 25/10 51/9 51/10 53/23 <b>addressed</b> [2] 5/14 54/21 <b>adequacy</b> [11] 5/22 7/12 20/8 20/11 20/14 22/16 25/11 41/3 41/19 41/25 50/24 <b>adequately</b> [2] 8/19 14/15 <b>adjust</b> [1] 33/21 <b>administration</b> [1] 39/17 <b>administrative</b> [2] 11/6 11/25 <b>admissions</b> [1] 16/8 <b>adversarial</b> [1] 8/18 <b>adverse</b> [1] 42/7 <b>advocate</b> [1] 29/15 <b>affects</b> [1] 41/25 <b>Affordable</b> [4] 36/13 36/17 37/1 43/17 <b>after</b> [5] 9/6 9/21 28/16 28/17 49/5 <b>again</b> [1] 22/3 <b>against</b> [1] 13/7 <b>ago</b> [3] 12/4 30/23 51/17 <b>agree</b> [2] 26/6 37/23 <b>agrees</b> [1] 18/21 <b>ahead</b> [5] 30/6 44/8 44/8 49/12 54/25 <b>akin</b> [1] 12/3 <b>all</b> [57] 3/17 4/9 4/10 4/16 7/9 7/16 9/7 9/16 9/23 11/25 15/17 15/18 16/6 16/12 16/13 17/17 19/17 19/20 21/25 23/18 25/4 25/8 25/18 25/21 26/11 27/12 27/15 28/6 28/25 29/13 30/15 32/9 35/3 35/5 36/21 37/5 39/5 39/11 39/21 40/10 41/11 41/12 45/7 48/2 49/1 49/8 53/21 54/6 55/6	56/15 56/23 56/23 57/7 57/12 59/8 60/4 61/5 <b>allegation</b> [1] 12/23 <b>allegations</b> [3] 4/4 11/2 15/6 <b>alleged</b> [1] 40/3 <b>alleges</b> [1] 38/23 <b>allows</b> [1] 35/15 <b>alone</b> [2] 25/16 39/6 <b>along</b> [2] 27/22 48/2 <b>already</b> [9] 25/1 25/10 25/11 26/9 41/12 42/1 50/19 50/20 54/21 <b>also</b> [15] 10/12 15/25 34/3 35/9 41/9 42/3 42/4 42/6 42/13 44/10 50/14 55/2 55/14 56/21 57/1 <b>always</b> [1] 5/24 <b>Am</b> [2] 18/20 35/25 <b>ambiguity</b> [1] 19/3 <b>amend</b> [1] 8/5 <b>amended</b> [1] 51/16 <b>amendment</b> [14] 4/7 4/13 26/4 30/18 31/15 33/19 33/25 34/5 34/8 36/3 36/5 36/11 37/3 49/17 <b>among</b> [1] 3/23 <b>amount</b> [2] 5/1 35/9 <b>analogy</b> [1] 37/5 <b>analysis</b> [3] 20/15 25/3 51/1 <b>analyzed</b> [1] 16/7 <b>anonymous</b> [1] 49/13 <b>another</b> [4] 5/23 35/7 45/21 48/4 <b>answer</b> [2] 22/7 36/22 <b>answered</b> [3] 19/22 21/14 22/6 <b>answers</b> [1] 15/17 <b>anticipate</b> [1] 48/16 <b>anticipated</b> [1] 43/23 <b>any</b> [21] 4/10 10/21 11/5 11/15 12/4 12/8 13/4 20/2 22/10 24/8 24/9 25/9 26/14 33/2 33/5 37/9 45/24 45/24 51/9 51/23 55/4 <b>anybody</b> [1] 13/2 <b>anyone</b> [5] 10/2 10/4 15/3 15/17 19/16
--	---	---	--	--

(1) MR. BLAKEY: - anyone



{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>A</b> <b>anything</b> [5] 24/22 45/20 48/14 51/10 53/22 <b>anyway</b> [1] 57/6 <b>apart</b> [1] 22/23 <b>apparently</b> [1] 7/8 <b>APPEARANCES</b> [1] 2/1 <b>appears</b> [2] 7/6 14/4 <b>applicable</b> [2] 4/11 12/22 <b>application</b> [1] 14/3 <b>appointee</b> [1] 33/20 <b>approach</b> [1] 14/23 <b>approval</b> [2] 9/3 9/6 <b>approve</b> [2] 8/24 9/2 <b>are</b> [37] 5/7 5/12 6/13 9/7 10/11 10/21 11/21 11/25 12/11 15/6 15/9 15/25 16/18 16/22 16/23 21/18 21/20 22/5 23/22 24/6 24/10 28/6 30/24 34/24 34/25 37/11 38/7 44/13 44/19 45/24 45/24 49/24 50/2 54/22 54/25 55/21 56/3 <b>area</b> [1] 33/18 <b>aren't</b> [2] 37/10 44/14 <b>argue</b> [2] 26/24 42/16 <b>argues</b> [1] 23/12 <b>argument</b> [3] 5/22 20/12 39/8 <b>arguments</b> [3] 25/19 53/17 57/7 <b>arises</b> [1] 45/3 <b>arrived</b> [1] 23/7 <b>artful</b> [1] 15/9 <b>artfully</b> [1] 15/2 <b>articulate</b> [1] 45/20 <b>articulated</b> [1] 31/4 <b>as</b> [125] <b>asbestos</b> [1] 39/11 <b>ascertainability</b> [1] 30/9 <b>ask</b> [2] 46/12 47/12 <b>asked</b> [3] 4/8 45/18 46/13 <b>asking</b> [1] 24/1 <b>aspect</b> [1] 38/5 <b>aspects</b> [1] 21/20 <b>asserting</b> [1] 28/12 <b>assume</b> [1] 43/20	<b>assumed</b> [1] 24/6 <b>assuming</b> [1] 22/15 <b>at</b> [66] <b>attorneys</b> [1] 20/20 <b>August</b> [11] 55/15 56/18 56/21 56/22 57/13 58/10 58/20 58/20 58/23 59/20 60/14 <b>August 13</b> [1] 60/14 <b>August 3</b> [1] 59/20 <b>August 6</b> [6] 55/15 56/18 56/21 56/22 57/13 58/10 <b>authority</b> [3] 18/1 31/25 33/6 <b>auto</b> [1] 32/8 <b>B</b> <b>back</b> [13] 4/17 6/22 7/1 22/3 22/9 30/11 31/6 36/9 38/5 49/15 53/7 53/18 59/11 <b>based</b> [11] 5/22 24/5 27/11 28/5 31/19 40/11 40/24 45/17 45/18 46/23 47/6 <b>basic</b> [3] 4/3 10/8 45/19 <b>basically</b> [3] 7/13 11/8 21/24 <b>be</b> [80] <b>bearing</b> [2] 45/3 45/4 <b>beat</b> [1] 26/7 <b>became</b> [1] 48/6 <b>because</b> [59] 6/10 6/12 7/1 7/16 7/25 8/14 8/14 10/20 13/19 14/5 14/13 14/14 14/20 14/21 14/25 17/6 17/14 18/21 19/1 19/2 20/8 23/3 23/7 23/13 23/25 25/11 26/8 26/12 28/12 28/14 28/21 30/13 31/11 31/13 31/24 32/7 33/23 34/24 35/19 36/19 37/7 38/10 41/8 44/6 44/21 45/15 46/6 47/4 47/10 47/22 47/24 47/25 48/8 49/6 49/7 49/8 50/8 53/4 53/7 <b>become</b> [1] 47/22 <b>becomes</b> [2] 21/9 21/10	<b>been</b> [28] 4/4 9/18 9/25 15/3 16/2 16/7 21/17 22/25 23/4 25/5 25/8 25/17 25/21 25/23 26/18 26/18 26/19 26/25 28/12 29/18 30/19 33/5 33/21 37/7 37/8 38/19 41/20 48/2 <b>before</b> [13] 1/19 3/25 4/4 7/4 7/14 29/19 30/10 33/18 34/16 38/1 38/2 47/5 61/6 <b>BEFORE-ENTITLED</b> [1] 61/6 <b>begin</b> [1] 25/12 <b>beginning</b> [1] 6/21 <b>behalf</b> [2] 3/10 21/14 <b>behold</b> [1] 6/22 <b>being</b> [11] 8/19 16/4 17/13 31/6 34/12 36/14 44/23 44/23 47/13 50/15 50/23 <b>benefit</b> [2] 7/24 23/8 <b>benefits</b> [6] 10/4 10/7 10/12 12/5 23/25 51/22 <b>best</b> [2] 53/20 61/11 <b>better</b> [4] 19/2 38/14 53/11 53/16 <b>between</b> [2] 20/18 20/19 <b>beyond</b> [1] 51/10 <b>big</b> [7] 6/20 9/3 14/14 20/25 48/2 50/24 50/25 <b>BLAKEY</b> [2] 2/11 3/9 <b>both</b> [1] 6/18 <b>bottom</b> [2] 7/11 57/16 <b>BRADLEY</b> [3] 2/4 3/12 49/14 <b>branches</b> [1] 33/8 <b>BRAVO</b> [2] 2/4 3/15 <b>brief</b> [6] 23/22 37/15 42/24 51/14 59/18 59/23 <b>briefed</b> [9] 25/22 25/23 29/18 32/20 32/23 33/18 34/16 36/9 41/21 <b>briefing</b> [7] 37/19 42/16 53/12 55/18 57/15 59/4 59/5 <b>briefings</b> [2] 46/23 48/3	<b>briefly</b> [2] 41/24 42/9 <b>briefs</b> [3] 30/9 34/23 35/3 <b>bring</b> [1] 51/11 <b>bringing</b> [1] 48/3 <b>broad</b> [2] 28/15 41/8 <b>brought</b> [4] 28/19 29/19 31/7 45/16 <b>built</b> [1] 31/11 <b>bulletins</b> [1] 33/21 <b>bundle</b> [1] 57/12 <b>burden</b> [2] 6/8 25/7 <b>but</b> [51] 6/19 6/24 7/9 8/18 9/1 10/10 13/11 13/17 14/9 15/2 15/11 16/1 16/1 16/17 16/17 18/7 25/12 25/24 27/1 27/22 31/1 31/6 32/6 33/4 33/15 33/19 35/6 35/23 35/24 36/2 36/10 36/15 37/5 37/9 38/16 39/7 40/17 40/23 41/1 41/13 41/24 42/1 42/3 42/15 43/2 44/16 47/9 48/5 48/15 54/13 56/12 <b>C</b> <b>call</b> [3] 10/21 12/5 30/24 <b>came</b> [1] 30/23 <b>can</b> [44] 5/1 6/19 7/23 9/4 11/9 12/4 14/6 15/10 15/22 18/22 19/9 20/2 20/21 22/9 22/9 24/9 26/4 27/4 27/5 27/9 28/18 28/18 28/24 31/13 35/20 36/18 40/8 41/24 46/11 49/12 49/22 53/5 53/15 53/17 54/23 55/22 55/23 55/25 56/23 56/24 57/16 57/20 57/21 59/14 <b>can't</b> [9] 10/20 11/20 12/8 13/9 25/8 26/7 45/5 45/12 51/23 <b>cancer</b> [1] 39/12 <b>captures</b> [1] 4/15 <b>care</b> [7] 36/13 36/17 37/1 43/17 50/10 50/13 56/23 <b>carefully</b> [1] 27/5 <b>case</b> [37] 1/1 7/1 8/25 13/19 18/22	22/11 22/18 24/18 25/2 26/14 30/20 31/5 33/13 37/12 39/15 40/16 40/23 42/4 42/6 44/15 44/24 44/25 45/2 45/4 45/6 45/7 45/21 45/22 45/23 46/1 47/11 47/19 47/21 48/7 52/6 52/11 52/22 <b>cases</b> [5] 5/25 25/23 39/9 39/10 39/11 <b>casualty</b> [1] 32/9 <b>cause</b> [1] 26/11 <b>CCR</b> [2] 1/25 61/17 <b>Ceegan</b> [1] 42/4 <b>certain</b> [4] 6/20 10/25 17/16 34/11 <b>certainly</b> [3] 4/18 4/25 15/22 <b>certainty</b> [1] 16/21 <b>certificate</b> [2] 28/23 61/1 <b>certification</b> [26] 1/15 1/16 3/19 3/24 4/8 6/3 7/24 18/24 23/7 23/24 24/17 24/18 24/23 25/4 28/17 28/23 39/9 39/14 41/22 41/23 42/15 52/17 53/11 54/24 55/1 57/11 <b>certified</b> [5] 6/23 6/24 28/25 39/15 61/4 <b>certify</b> [4] 6/14 8/16 28/19 61/5 <b>challenge</b> [2] 7/6 14/22 <b>challenged</b> [1] 29/3 <b>chance</b> [1] 37/15 <b>change</b> [2] 28/16 48/2 <b>changed</b> [3] 17/21 54/13 56/8 <b>changes</b> [2] 8/17 48/2 <b>Chapter</b> [2] 6/10 6/11 <b>Chapter 40</b> [2] 6/10 6/11 <b>Charity</b> [1] 25/14 <b>choice</b> [1] 38/14 <b>choices</b> [1] 38/11 <b>circle</b> [2] 9/21 15/11 <b>circumstances</b> [4] 11/9 11/16 28/16 38/16
---	--	--	---	---

(2) anything - circumstances

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>C</b> <b>cited [2]</b> 42/5 42/23 <b>claim [12]</b> 13/7 14/25 15/4 15/13 15/17 20/5 31/9 31/13 41/17 50/11 51/18 54/5 <b>claimant [1]</b> 26/11 <b>claims [13]</b> 19/24 22/17 22/19 39/17 42/7 43/22 44/13 44/19 45/17 45/20 45/21 49/24 56/20 <b>CLARK [4]</b> 1/7 39/18 61/3 61/14 <b>class [125]</b> <b>clear [2]</b> 14/19 22/21 <b>clearer [1]</b> 51/23 <b>clearly [1]</b> 22/17 <b>clock [3]</b> 44/13 45/2 45/3 <b>clue [1]</b> 43/10 <b>Code [1]</b> 34/13 <b>coextensive [1]</b> 19/25 <b>combined [1]</b> 44/12 <b>come [9]</b> 3/24 9/4 9/12 32/1 34/7 38/1 49/4 52/11 53/18 <b>comes [11]</b> 5/17 5/25 8/15 9/4 27/2 27/14 31/6 32/7 32/10 34/8 40/1 <b>comfortable [2]</b> 14/21 29/25 <b>commission [3]</b> 27/21 31/10 32/4 <b>commissioner [8]</b> 21/16 32/2 32/11 32/25 33/1 33/5 33/22 33/23 <b>commissioner's [2]</b> 34/9 35/12 <b>common [6]</b> 19/18 21/23 22/15 32/6 34/20 39/25 <b>commonality [10]</b> 7/16 15/15 19/13 19/23 22/4 34/19 38/5 39/24 41/2 41/7 <b>companies [1]</b> 39/22 <b>company [1]</b> 54/6 <b>company's [1]</b> 38/24 <b>compel [1]</b> 21/16 <b>compensated [1]</b>	4/12 <b>complaint [25]</b> 4/4 4/18 9/25 11/14 15/4 15/6 27/5 44/19 45/18 47/4 47/5 47/8 47/23 48/21 48/25 49/6 49/7 49/9 49/14 51/16 53/25 53/25 54/3 54/10 54/14 <b>completing [1]</b> 52/16 <b>compliance [1]</b> 29/21 <b>comply [1]</b> 36/8 <b>complying [1]</b> 34/12 <b>component [4]</b> 7/15 30/2 31/7 40/3 <b>components [2]</b> 5/19 7/17 <b>concern [3]</b> 5/14 14/14 41/3 <b>concerned [9]</b> 5/6 5/7 5/12 12/10 14/5 40/2 41/2 44/1 44/2 <b>concerns [2]</b> 4/22 6/21 <b>CONCLUDED [1]</b> 60/21 <b>conclusions [1]</b> 28/4 <b>condition [1]</b> 17/13 <b>conditions [2]</b> 43/15 43/18 <b>conduct [1]</b> 25/3 <b>confident [1]</b> 14/21 <b>conflict [2]</b> 20/17 20/19 <b>consider [1]</b> 24/11 <b>constituted [1]</b> 52/14 <b>constitutes [2]</b> 52/13 61/10 <b>constitution [2]</b> 12/7 51/21 <b>constitutional [1]</b> 40/18 <b>construction [1]</b> 6/3 <b>construed [1]</b> 27/8 <b>contact [1]</b> 21/17 <b>contesting [1]</b> 12/17 <b>contingent [1]</b> 54/11 <b>continue [3]</b> 1/17 28/24 56/17 <b>continued [1]</b> 55/9 <b>contradicting [1]</b> 44/19 <b>contradictory [1]</b> 49/24	<b>contradicts [1]</b> 50/21 <b>contrary [1]</b> 38/24 <b>control [1]</b> 46/11 <b>core [1]</b> 49/16 <b>correct [2]</b> 3/21 13/23 <b>cost [1]</b> 12/14 <b>could [17]</b> 10/2 13/21 17/25 19/16 19/21 22/1 22/5 28/6 38/21 39/3 40/16 40/22 47/11 55/8 55/17 57/14 59/9 <b>couldn't [2]</b> 45/20 50/16 <b>counsel [9]</b> 21/18 24/17 25/19 30/4 30/21 30/25 34/22 44/25 51/13 <b>COUNTERMOTION</b> <b>[1]</b> 1/17 <b>COUNTY [4]</b> 1/7 39/18 61/3 61/14 <b>couple [1]</b> 12/4 <b>coupled [1]</b> 44/10 <b>course [3]</b> 21/21 31/4 39/4 <b>court [34]</b> 1/6 1/20 6/18 6/25 11/3 14/20 18/1 18/13 22/19 24/4 24/11 25/1 25/2 25/2 25/9 25/11 25/12 25/22 25/24 28/15 28/18 29/19 31/1 33/19 34/16 38/1 40/25 41/11 41/22 51/9 52/20 54/20 54/25 55/4 <b>Court's [3]</b> 29/8 54/16 54/20 <b>cover [1]</b> 47/12 <b>coverage [3]</b> 35/25 38/13 43/5 <b>covered [1]</b> 53/1 <b>covers [2]</b> 15/14 15/15 <b>crafted [2]</b> 9/20 27/6 <b>crafting [1]</b> 8/1 <b>create [1]</b> 18/2 <b>creates [2]</b> 39/5 45/8 <b>creation [1]</b> 23/13 <b>credibility [1]</b> 42/6 <b>critical [1]</b> 28/11 <b>current [3]</b> 4/9 7/11 41/23 <b>currently [3]</b> 5/23 12/13 54/25	<b>cut [2]</b> 53/6 59/10 <b>D</b> <b>damages [1]</b> 39/12 <b>DANIEL [2]</b> 2/4 3/15 <b>date [5]</b> 5/5 16/3 55/2 55/15 60/8 <b>DATED [1]</b> 1/22 <b>day [7]</b> 36/20 37/6 40/10 40/17 42/12 42/13 46/6 <b>days [9]</b> 57/25 57/25 58/1 58/2 58/16 59/7 59/7 59/11 59/14 <b>de [1]</b> 28/19 <b>de-certify [1]</b> 28/19 <b>deadline [7]</b> 23/7 24/18 41/23 41/23 55/1 55/14 56/22 <b>deadlines [1]</b> 57/15 <b>deal [2]</b> 40/25 56/25 <b>dealt [2]</b> 20/22 20/23 <b>decide [6]</b> 17/18 36/25 37/6 38/3 52/21 52/22 <b>decided [1]</b> 26/2 <b>decision [9]</b> 6/1 7/9 18/13 24/25 27/24 29/22 37/9 40/11 57/13 <b>decision-make [1]</b> 7/9 <b>decision-making [1]</b> 6/1 <b>decisions [1]</b> 3/24 <b>declarations [2]</b> 42/14 51/2 <b>declination [1]</b> 34/2 <b>declined [1]</b> 10/23 <b>defect [1]</b> 6/3 <b>defects [1]</b> 57/9 <b>defendant [2]</b> 1/13 3/8 <b>defendant's [1]</b> 56/19 <b>defendants [14]</b> 3/10 4/10 4/16 10/2 13/4 13/7 23/14 25/15 26/6 38/8 51/18 51/19 53/17 54/9 <b>defendants' [2]</b> 1/16 35/1 <b>defense [6]</b> 5/15 5/20 7/7 18/20 31/11 50/7 <b>defenses [2]</b> 31/16 35/2	<b>definition [52]</b> 5/20 6/21 7/2 7/19 7/22 8/2 9/21 12/25 13/2 13/19 14/10 14/13 15/21 15/24 17/6 17/14 17/20 18/11 18/25 19/2 19/14 22/24 25/17 26/7 27/6 27/7 27/17 28/3 28/5 28/17 29/3 30/3 30/12 30/15 34/3 34/23 36/23 37/14 38/6 41/15 45/14 46/1 46/4 46/9 47/2 47/3 50/24 52/3 53/12 54/22 55/18 57/2 <b>definitions [2]</b> 47/22 51/4 <b>delegated [2]</b> 33/5 33/22 <b>delegation [1]</b> 31/25 <b>delved [2]</b> 7/8 32/14 <b>demonstrate [1]</b> 4/1 <b>deny [1]</b> 53/10 <b>denying [1]</b> 54/18 <b>Department [1]</b> 31/21 <b>depending [1]</b> 28/1 <b>depo [1]</b> 42/24 <b>deposed [2]</b> 44/23 44/24 <b>deposition [6]</b> 38/24 45/8 46/12 47/10 47/18 54/15 <b>depositions [5]</b> 21/17 38/10 42/12 42/22 46/11 <b>DEPT [1]</b> 1/3 <b>describe [1]</b> 7/21 <b>described [1]</b> 7/22 <b>determination [6]</b> 5/4 17/7 26/22 28/6 31/24 37/13 <b>determine [7]</b> 10/6 22/15 26/4 27/9 31/18 33/9 35/16 <b>determined [1]</b> 26/25 <b>DIAZ [6]</b> 1/9 3/6 38/13 42/23 54/6 54/9 <b>Diaz's [1]</b> 44/11 <b>dictates [1]</b> 32/6 <b>did [8]</b> 10/1 20/10 24/24 27/19 30/4 48/23 51/15 59/19 <b>didn't [10]</b> 11/16 11/17 12/21 20/6
---	---	---	--	--

(3) cited - didn't

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>D</b> <b>didn't... [6]</b> 21/15 25/21 47/24 48/1 49/7 49/7 <b>different [16]</b> 6/5 7/17 9/8 16/12 27/3 39/12 39/19 39/20 39/21 39/22 40/11 40/16 40/23 44/24 49/5 56/3 <b>differing [2]</b> 35/4 35/4 <b>difficult [2]</b> 6/4 6/7 <b>digesting [1]</b> 30/24 <b>direction [2]</b> 47/11 61/9 <b>disagreeing [1]</b> 27/1 <b>discovery [15]</b> 16/2 16/8 21/14 21/16 24/20 26/18 27/9 27/12 27/16 27/23 28/24 28/25 48/7 48/15 48/16 <b>discretion [3]</b> 28/15 54/17 54/20 <b>discuss [2]</b> 15/21 53/13 <b>dismiss [3]</b> 15/7 56/20 57/11 <b>disqualification [2]</b> 41/21 53/8 <b>disqualify [3]</b> 53/3 55/3 56/19 <b>dissuaded [2]</b> 38/25 40/4 <b>distinction [1]</b> 49/3 <b>district [3]</b> 1/6 1/20 22/19 <b>do [44]</b> 4/5 6/4 7/18 7/25 12/2 12/2 15/1 15/2 15/10 15/22 16/18 16/21 17/1 17/24 17/24 18/22 19/21 19/21 23/1 23/9 23/21 24/9 24/10 24/25 25/9 26/15 26/22 28/3 28/14 28/18 28/22 28/25 29/6 41/2 53/9 55/17 56/16 57/7 57/19 57/20 57/20 59/1 59/12 61/4 <b>DOCKET [1]</b> 1/2 <b>documents [1]</b> 23/13 <b>does [21]</b> 6/25 8/18 12/24 13/18 13/18 15/2 15/15 17/19	18/14 21/23 21/23 21/24 21/25 28/3 30/16 31/2 35/11 36/8 53/2 53/19 58/2 <b>doesn't [17]</b> 7/12 11/5 11/20 12/22 18/12 19/14 26/13 30/3 31/15 34/7 41/16 44/16 45/15 46/5 50/9 50/11 59/16 <b>doing [4]</b> 16/8 29/14 44/20 55/13 <b>dollar [1]</b> 16/15 <b>DON [2]</b> 2/3 3/13 <b>don't [47]</b> 7/17 8/1 8/8 8/14 8/25 12/2 13/8 14/12 14/19 15/22 16/1 16/17 16/17 16/20 17/18 18/8 18/9 18/21 26/10 26/14 27/15 27/15 27/25 28/3 28/8 28/24 29/9 31/20 33/4 37/11 37/15 40/1 40/8 40/21 43/12 43/12 43/14 43/15 43/19 43/20 43/22 48/11 48/14 51/2 51/3 54/23 59/11 <b>done [7]</b> 6/17 16/2 18/4 26/18 29/1 29/1 42/11 <b>down [5]</b> 7/15 11/18 28/1 52/11 61/5 <b>dragged [1]</b> 21/15 <b>drawn [2]</b> 15/11 18/25 <b>drown [1]</b> 21/25 <b>DSPRINGMEYER [1]</b> 2/7 <b>due [1]</b> 4/21 <b>Dukes [1]</b> 25/2 <b>during [4]</b> 4/11 10/3 27/11 42/11 <b>duties [1]</b> 21/13 <b>E</b> <b>each [2]</b> 41/13 51/1 <b>earlier [2]</b> 20/9 23/4 <b>early [1]</b> 29/2 <b>easily [2]</b> 4/22 19/23 <b>EAST [1]</b> 2/5 <b>easy [1]</b> 57/22 <b>efficient [1]</b> 23/20 <b>either [3]</b> 18/1 40/19 58/22 <b>elements [1]</b> 22/24	<b>else [2]</b> 51/10 53/22 <b>employee [3]</b> 12/15 31/2 43/13 <b>employees [5]</b> 4/9 16/18 16/23 25/18 40/4 <b>employer [2]</b> 12/16 49/23 <b>employer's [1]</b> 30/17 <b>end [8]</b> 29/1 36/20 37/6 40/10 40/17 46/6 53/7 58/16 <b>Enjoy [1]</b> 60/18 <b>enough [3]</b> 35/21 35/21 56/12 <b>enroll [9]</b> 31/3 34/23 38/9 38/11 38/21 40/7 40/8 47/6 48/1 <b>enrolled [16]</b> 10/23 11/4 11/4 25/14 26/20 26/20 30/19 38/6 38/18 40/11 40/12 42/2 49/9 50/20 52/24 54/13 <b>enrolling [1]</b> 38/25 <b>enrollment [2]</b> 41/14 53/2 <b>entire [5]</b> 10/9 11/10 12/9 33/8 56/12 <b>entirely [1]</b> 24/18 <b>entirety [1]</b> 22/7 <b>entitled [2]</b> 24/7 61/6 <b>especially [1]</b> 23/22 <b>ESQ [5]</b> 2/3 2/4 2/4 2/10 2/11 <b>essentially [2]</b> 27/13 43/18 <b>establish [1]</b> 27/12 <b>even [25]</b> 9/1 9/11 12/9 12/17 13/15 18/8 18/20 18/21 19/14 21/9 24/19 26/7 31/16 34/21 34/21 38/6 38/15 38/16 41/10 41/18 42/11 44/14 50/4 50/6 50/21 <b>ever [1]</b> 8/25 <b>every [5]</b> 13/5 14/25 18/23 39/10 39/19 <b>everybody [6]</b> 6/25 8/15 9/4 16/10 36/22 55/16 <b>everybody's [1]</b> 15/17 <b>everyone [4]</b> 3/18 8/17 15/12 15/12	<b>everyone's [1]</b> 53/20 <b>everything [1]</b> 47/12 <b>evidence [1]</b> 25/7 <b>exact [2]</b> 15/13 20/5 <b>exactly [6]</b> 4/15 20/5 36/10 51/24 52/12 55/19 <b>example [13]</b> 5/1 13/20 15/14 32/25 34/2 34/14 36/12 37/4 38/22 42/23 44/11 49/16 54/1 <b>except [1]</b> 45/20 <b>exceptionally [1]</b> 51/14 <b>executive [1]</b> 33/8 <b>exercise [2]</b> 4/24 21/13 <b>exist [1]</b> 54/22 <b>existing [1]</b> 38/12 <b>expect [1]</b> 43/12 <b>expert [1]</b> 50/12 <b>extended [1]</b> 24/20 <b>extra [1]</b> 58/16 <b>extrapolation [1]</b> 20/12 <b>extremely [1]</b> 6/4 <b>F</b> <b>face [1]</b> 46/5 <b>facing [1]</b> 12/9 <b>fact [18]</b> 15/23 18/5 18/6 20/1 22/16 28/4 30/12 30/24 34/20 39/25 40/2 43/1 49/5 49/22 50/4 50/6 52/23 58/5 <b>factor [1]</b> 22/8 <b>factors [7]</b> 19/8 25/3 25/8 25/9 30/5 30/8 51/1 <b>facts [4]</b> 28/16 34/25 45/17 47/19 <b>factual [1]</b> 45/25 <b>factually [4]</b> 40/17 44/14 45/13 46/25 <b>fails [4]</b> 16/15 26/8 26/13 26/13 <b>failure [2]</b> 26/11 44/11 <b>fairly [4]</b> 3/25 4/2 14/20 28/15 <b>familiar [1]</b> 4/3 <b>family [1]</b> 6/13 <b>far [16]</b> 4/21 5/7 5/11 14/5 17/21 19/24 22/9 26/6 33/25 34/1 34/19	40/2 41/19 52/10 52/13 52/23 <b>fashion [1]</b> 56/1 <b>Fax [2]</b> 2/6 2/13 <b>federal [2]</b> 11/8 13/25 <b>feel [2]</b> 14/20 29/25 <b>ferreted [1]</b> 27/11 <b>few [1]</b> 51/15 <b>file [2]</b> 5/8 43/22 <b>filed [4]</b> 20/10 20/11 22/19 51/16 <b>filing [2]</b> 4/18 9/24 <b>filled [1]</b> 42/14 <b>final [1]</b> 9/6 <b>find [3]</b> 3/23 43/22 47/2 <b>findings [2]</b> 9/15 28/4 <b>fine [5]</b> 8/6 37/19 57/17 58/7 58/25 <b>first [7]</b> 9/1 18/24 25/10 26/2 29/19 42/12 51/18 <b>fit [1]</b> 12/24 <b>fittings [1]</b> 39/20 <b>Fitzlaff [6]</b> 25/14 38/23 42/1 50/19 52/1 52/23 <b>Fitzlaff's [1]</b> 41/13 <b>five [4]</b> 17/18 28/6 28/7 52/24 <b>flesh [1]</b> 53/15 <b>floor [1]</b> 41/4 <b>flow [1]</b> 41/13 <b>focus [1]</b> 4/16 <b>focuses [1]</b> 5/16 <b>focusing [2]</b> 7/21 14/9 <b>follow [1]</b> 39/7 <b>footage [1]</b> 39/19 <b>footnote [2]</b> 42/10 42/16 <b>FOREGOING [1]</b> 61/10 <b>forgets [2]</b> 8/15 8/17 <b>former [1]</b> 4/9 <b>forms [2]</b> 27/3 34/2 <b>formulated [1]</b> 46/1 <b>forth [1]</b> 4/13 <b>forward [1]</b> 54/23 <b>found [3]</b> 31/1 38/10 42/20 <b>four [6]</b> 4/17 9/24 11/12 15/18 21/20 25/13 <b>frame [1]</b> 16/23 <b>frankly [3]</b> 9/11 19/17 24/5
---	--	---	--	---

(4) didn't... - frankly

<b>F</b> <b>Friday</b> [5] 59/11 59/21 59/22 59/23 60/2 <b>front</b> [3] 4/5 21/15 25/22 <b>FULL</b> [1] 61/10 <b>fully</b> [1] 32/14 <b>function</b> [1] 33/25 <b>functional</b> [1] 22/6	<b>got</b> [2] 43/17 57/4 <b>government</b> [2] 33/7 36/17 <b>governor</b> [2] 33/7 33/20 <b>grant</b> [1] 33/6 <b>granted</b> [1] 28/18 <b>gravamen</b> [2] 10/8 11/14 <b>gross</b> [1] 35/17 <b>group</b> [2] 11/23 12/1 <b>guess</b> [3] 5/22 33/8 36/20 <b>gut</b> [1] 32/16	55/25 <b>hearing</b> [12] 1/17 9/3 9/6 55/2 55/9 55/15 58/10 58/12 58/14 58/18 60/8 60/9 <b>hearings</b> [1] 4/5 <b>her</b> [15] 20/20 25/16 38/23 44/13 44/19 44/19 45/18 45/19 45/19 45/19 46/13 47/17 49/24 50/17 53/3 <b>here</b> [12] 4/4 13/12 14/11 14/13 17/25 21/21 26/1 30/11 34/24 41/25 42/4 51/3 <b>here's</b> [8] 5/14 10/16 17/2 27/2 31/17 45/10 46/9 49/19 <b>HEREBY</b> [1] 61/5 <b>HEREUNTO</b> [1] 61/13 <b>hey</b> [1] 5/2 <b>high</b> [1] 13/21 <b>highlighted</b> [1] 44/21 <b>his</b> [1] 20/19 <b>historically</b> [1] 37/7 <b>hit</b> [4] 25/1 25/10 50/19 51/15 <b>home</b> [2] 12/15 39/19 <b>Homeowners</b> [1] 9/4 <b>homes</b> [4] 6/13 6/13 39/18 39/21 <b>Honor</b> [66] <b>Honor's</b> [7] 19/15 23/2 23/8 23/18 24/1 24/5 52/10 <b>HONORABLE</b> [1] 1/19 <b>hour</b> [13] 10/12 16/15 20/7 38/19 40/8 40/9 40/20 40/22 46/2 46/14 47/19 49/21 49/23 <b>hourly</b> [1] 4/12 <b>hours</b> [2] 11/19 35/4 <b>how</b> [31] 7/21 12/6 12/24 13/8 13/8 13/13 13/14 16/2 17/3 17/14 18/25 28/2 29/1 33/2 33/24 40/15 40/15 40/24 41/1 41/25 43/4	46/11 46/14 47/13 49/5 50/5 50/7 50/15 54/20 57/3 59/10 <b>HOWARD</b> [1] 2/11 <b>However</b> [3] 6/17 7/18 33/15 <b>huge</b> [1] 43/16 <b>HUGHES</b> [1] 2/11 <b>hypothetically</b> [3] 17/15 28/1 50/8	37/9 <b>important</b> [6] 5/19 7/15 34/25 35/8 37/22 44/22 <b>impossible</b> [1] 38/8 <b>improve</b> [1] 7/24 <b>in</b> [159] <b>include</b> [2] 23/25 30/13 <b>included</b> [1] 35/15 <b>includes</b> [4] 15/11 27/18 30/15 46/4 <b>income</b> [2] 35/17 35/22 <b>incorrect</b> [1] 44/10 <b>independent</b> [1] 38/11 <b>INDICATED</b> [1] 61/7 <b>indisputable</b> [1] 10/4 <b>individual</b> [2] 38/7 57/8 <b>individualized</b> [7] 22/1 31/16 34/25 35/1 35/2 43/8 54/5 <b>individuals</b> [2] 4/22 10/11 <b>inherent</b> [1] 15/23 <b>inheres</b> [1] 19/13 <b>initial</b> [2] 27/4 47/5 <b>initially</b> [1] 49/6 <b>inquiries</b> [2] 22/1 38/7 <b>inserted</b> [1] 52/3 <b>instance</b> [1] 20/1 <b>insurance</b> [100] <b>insurances</b> [1] 32/9 <b>interesting</b> [2] 12/10 33/18 <b>internal</b> [1] 34/13 <b>interpreted</b> [1] 33/3 <b>into</b> [11] 7/8 30/16 32/14 33/17 34/3 38/9 41/13 47/25 52/3 54/13 61/8 <b>introduction</b> [1] 3/23 <b>involve</b> [1] 25/23 <b>involved</b> [5] 8/1 8/8 39/17 39/23 48/15 <b>involving</b> [1] 39/10 <b>IRC</b> [1] 34/12 <b>ironically</b> [1] 34/6 <b>is</b> [156] <b>isn't</b> [3] 19/3 44/6 49/14 <b>ISOM</b> [4] 1/25 61/4 61/17 61/17 <b>issue</b> [32] 14/5
---	---	---	---	---

{PLAINTIFF} v. {DEFENDANT}	{WITNESSNAME} {DATE}			
I  issue... [31] 14/16 16/3 16/4 21/2 22/24 23/9 25/10 25/25 26/1 29/17 30/10 32/15 34/3 34/16 34/18 36/9 37/2 37/23 37/25 38/21 39/6 41/20 43/16 46/23 48/5 48/7 52/13 52/15 52/16 54/21 56/25 issued [1] 25/24 issues [12] 14/12 18/6 28/23 29/4 29/13 29/15 31/10 37/20 39/5 41/2 45/25 54/22 it [129] it's [47] 5/4 5/18 5/18 6/5 6/7 6/14 7/9 8/18 9/19 12/19 13/13 14/24 15/22 15/23 21/2 23/3 23/4 23/19 24/19 25/6 25/6 27/7 27/15 28/12 29/1 29/1 31/11 31/12 32/8 32/20 34/18 35/19 35/19 37/8 38/2 38/4 38/17 43/20 46/24 47/15 48/21 49/13 52/19 52/20 52/21 54/16 58/21 its [6] 5/12 24/11 40/3 46/5 50/25 54/13 itself [3] 10/25 11/20 39/13	26/12 27/21 28/21 29/1 29/2 29/13 29/15 30/23 32/18 36/5 36/22 37/4 37/5 37/17 39/6 41/10 42/9 43/20 43/20 44/10 50/8 51/15 52/16 53/23 53/24 56/24 57/2 58/18  K  KATHRYN [2] 2/11 3/9 keeping [1] 34/1 key [1] 25/10 kind [6] 6/19 17/3 41/1 42/1 52/2 57/2 Kitec [2] 9/18 39/15 knew [1] 44/2 knock [1] 27/25 know [57] 4/19 4/22 5/20 6/13 7/4 7/13 7/23 8/4 8/15 8/25 13/1 13/8 13/8 14/9 14/12 15/7 15/22 16/7 16/17 16/20 17/24 18/8 18/9 20/9 20/10 23/10 23/21 26/10 27/9 27/18 27/22 28/8 28/8 28/11 31/3 31/20 31/20 37/11 37/11 37/15 40/12 40/12 40/13 40/16 41/16 42/9 42/17 43/5 43/18 43/19 48/14 50/8 50/21 51/8 52/10 53/12 56/10 knowing [1] 47/11 knowledge [5] 42/7 43/9 45/18 45/19 51/5  L  labor [8] 31/9 31/21 33/1 33/5 33/22 33/23 34/9 35/12 lack [2] 6/11 44/9 language [2] 17/5 18/11 large [1] 13/22 LAS [3] 2/5 2/12 3/1 last [7] 23/2 23/18 24/6 24/20 52/24 53/13 56/6 later [5] 9/6 20/13 24/11 30/25 58/19 law [12] 11/7 11/8 12/22 13/25 17/8	18/14 22/16 25/25 26/14 28/4 34/20 39/25 lawsuits [1] 21/3 lawyerly [1] 4/15 Lawyers [1] 29/12 least [1] 16/9 leave [1] 54/19 legal [2] 47/21 47/23 legally [1] 44/14 legislative [1] 33/8 legislature [1] 33/7 legitimate [3] 23/19 50/15 50/18 length [1] 20/11 less [29] 4/12 4/17 10/2 10/5 11/10 11/13 11/15 11/21 12/12 12/15 13/2 15/1 15/3 15/8 15/17 16/14 16/19 16/23 19/17 19/20 20/3 20/6 22/5 24/6 30/23 49/23 54/7 58/18 59/6 let [2] 7/20 14/23 let's [3] 20/8 53/5 59/4 level [4] 9/2 28/12 36/24 51/20 liability [1] 52/17 liable [2] 47/24 47/25 like [16] 6/12 7/3 15/7 19/7 22/17 22/18 24/10 24/22 27/21 30/4 30/7 34/15 46/25 47/15 51/9 54/20 limitation [1] 4/11 limitations [3] 5/4 5/7 5/13 line [4] 7/11 47/1 54/1 57/16 line 1 [1] 54/1 listen [1] 57/10 litigation [5] 5/17 6/3 8/16 27/4 29/2 LITTLER [3] 2/10 3/8 3/9 LITTLER.COM [1] 2/14 lives [1] 53/6 living [1] 56/3 LLC [1] 1/12 LLP [1] 2/3 Lo [1] 6/22 locations [1] 4/10 logical [1] 53/9	longer [2] 36/18 43/18 look [23] 5/2 5/17 5/21 7/2 7/7 7/10 7/16 18/8 18/23 18/24 32/24 36/13 36/18 36/21 37/12 39/2 39/9 39/15 40/15 40/24 47/17 48/11 54/4 looked [2] 48/10 56/11 looking [4] 7/4 7/14 13/17 17/3 loophole [1] 12/3 lot [5] 36/13 37/8 40/16 40/23 48/15 low [2] 35/9 35/21 lower [3] 30/17 31/13 50/16  M  Ma'am [1] 46/14 made [4] 6/22 22/2 25/20 38/11 maintaining [1] 54/2 make [15] 7/9 8/19 9/13 14/15 17/7 25/4 26/1 27/17 27/24 28/6 31/23 37/13 53/17 57/12 57/21 makes [3] 18/13 56/9 56/22 making [4] 6/1 27/22 29/22 49/4 malpractice [1] 50/9 manager [2] 38/25 39/3 Mancha [1] 45/1 mandate [1] 40/18 mandated [1] 27/20 manner [2] 22/18 53/19 many [3] 38/10 39/12 43/4 matter [12] 5/15 12/20 17/8 18/12 18/14 24/16 25/25 35/11 41/18 49/2 49/7 61/6 matters [3] 35/18 35/19 49/8 may [6] 7/23 9/25 15/1 18/5 40/6 42/12 May 30 [1] 9/25 maybe [5] 4/20 9/5 35/23 39/22 52/2 MDC [2] 1/12 3/6 me [28] 5/24 7/1	7/20 12/4 12/6 13/20 14/4 14/16 14/23 17/12 20/6 22/5 22/24 28/11 29/15 29/16 32/16 38/2 39/8 43/2 47/1 47/9 51/9 51/25 53/5 53/8 57/17 58/8 mean [56] 5/7 5/8 13/8 13/11 13/12 13/20 13/24 14/2 14/11 16/2 17/2 17/6 18/8 20/14 20/25 21/2 21/12 21/18 22/12 22/14 24/8 26/13 28/14 28/17 31/2 31/18 31/20 34/15 36/12 37/7 37/22 38/17 38/20 39/3 39/5 39/9 39/10 39/11 40/12 43/14 44/17 44/18 46/7 47/15 47/17 48/22 49/10 50/8 50/11 50/23 52/5 53/5 54/16 54/17 54/19 58/17 means [8] 11/22 31/2 34/23 38/6 40/12 40/13 47/6 50/22 meant [1] 51/24 Medicaid [1] 38/14 meet [16] 7/5 7/12 10/25 11/5 11/23 12/13 19/14 27/10 27/11 27/19 27/24 35/16 35/21 36/23 37/13 51/2 meets [6] 14/6 19/23 34/11 45/13 45/25 48/12 member [2] 7/11 17/13 members [11] 5/12 7/4 10/10 13/22 15/19 20/18 27/14 28/13 41/17 43/4 51/20 MENDELSON [3] 2/10 3/8 3/9 merely [2] 23/11 23/15 merits [2] 52/17 57/8 met [8] 19/22 21/18 21/21 22/8 25/5 25/8 27/13 47/2 might [6] 17/18
J  joinder [1] 22/19 judge [6] 1/19 1/20 5/21 8/17 9/8 28/19 judicial [1] 59/7 JULY [5] 1/22 3/1 24/19 41/24 55/1 July 28 [2] 41/24 55/1 jump [1] 29/15 June [2] 41/24 51/16 June 28 [1] 41/24 June 5 [1] 51/16 junk [2] 11/5 13/10 just [39] 7/25 8/4 9/10 10/8 10/20 11/17 14/12 23/19 24/17 25/16 25/20				

(6) issue... - might

{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>M</b> <b>might...</b> [5] 27/24 40/2 50/10 51/11 57/9 <b>mind</b> [1] 33/15 <b>minimum</b> [26] 4/6 4/6 4/12 4/13 25/23 26/3 30/18 31/9 31/15 33/19 33/25 34/4 34/8 35/14 36/3 36/5 36/11 37/2 40/19 43/13 45/4 49/17 49/19 49/21 49/25 51/20 <b>missing</b> [1] 35/25 <b>moment</b> [3] 12/10 19/14 53/9 <b>momentarily</b> [3] 48/25 52/7 52/9 <b>Monday</b> [2] 58/5 59/18 <b>MONTGOMERY</b> [2] 2/10 3/7 <b>month</b> [4] 20/13 53/7 56/12 58/17 <b>months</b> [1] 51/17 <b>more</b> [16] 4/21 6/7 7/3 8/5 13/25 15/8 15/9 15/10 19/1 23/14 24/6 41/20 47/18 55/16 58/11 58/13 <b>morning</b> [7] 3/7 3/11 3/14 3/16 3/17 24/14 24/15 <b>morphed</b> [1] 47/25 <b>most</b> [4] 5/19 7/15 43/14 53/9 <b>motion</b> [25] 1/15 1/16 3/18 5/23 15/7 18/2 18/23 23/24 24/10 25/6 26/19 29/20 31/5 41/21 42/15 49/4 53/8 53/10 53/11 54/18 55/2 56/18 56/19 57/10 57/11 <b>motions</b> [2] 21/16 28/18 <b>motorists</b> [1] 43/5 <b>move</b> [7] 21/21 23/6 24/23 53/6 54/23 56/18 56/21 <b>moving</b> [3] 24/17 47/22 55/14 <b>MPAEK</b> [1] 2/14 <b>Mr.</b> [2] 55/7 55/12 <b>Mr. Springmeyer</b> [2] 55/7 55/12	<b>Ms.</b> [3] 52/1 54/6 54/9 <b>Ms. Diaz</b> [2] 54/6 54/9 <b>Ms. Fitzlaff</b> [1] 52/1 <b>much</b> [8] 6/7 7/18 15/7 16/2 27/5 46/14 47/13 54/7 <b>must</b> [4] 5/2 15/3 25/3 31/2 <b>MWA</b> [3] 30/18 31/12 31/14 <b>my</b> [17] 5/14 14/14 28/4 31/17 32/16 33/15 37/5 38/17 38/17 40/6 40/11 40/24 45/10 61/9 61/11 61/14 61/14 <b>myself</b> [1] 13/9 <b>N</b> <b>NAC608</b> [3] 31/10 33/24 34/9 <b>NAC608.104</b> [1] 35/13 <b>NAME</b> [1] 61/14 <b>named</b> [11] 15/13 15/18 20/4 20/18 20/19 22/10 25/13 26/9 26/10 26/12 56/19 <b>narrowly</b> [2] 18/25 27/8 <b>necessarily</b> [5] 8/1 10/5 15/11 28/11 43/23 <b>necessary</b> [5] 15/23 18/10 21/9 21/10 23/19 <b>need</b> [10] 19/17 19/25 22/6 40/20 43/21 47/2 58/11 58/13 58/24 59/11 <b>needs</b> [2] 26/1 37/25 <b>NEVADA</b> [16] 1/7 3/1 4/10 6/18 6/25 22/20 27/20 32/1 33/6 33/22 33/23 37/14 48/13 51/21 61/2 61/15 <b>never</b> [5] 29/9 29/12 29/14 39/8 54/6 <b>new</b> [1] 21/4 <b>next</b> [1] 54/8 <b>nine</b> [2] 9/19 39/16 <b>no</b> [32] 1/1 11/9 11/14 12/20 16/11 16/22 16/23 18/18	19/3 19/4 22/5 24/22 26/18 26/18 26/19 28/8 36/2 36/3 36/7 36/8 36/18 42/5 42/24 43/10 43/18 45/3 45/4 49/7 49/9 49/18 49/22 52/4 <b>No.</b> [1] 5/21 <b>No. 1</b> [1] 5/21 <b>non</b> [1] 26/20 <b>non-enrolled</b> [1] 26/20 <b>none</b> [4] 13/5 26/24 29/21 35/7 <b>not</b> [80] <b>noted</b> [2] 25/11 25/12 <b>NOTES</b> [1] 61/8 <b>notice</b> [1] 4/20 <b>notices</b> [1] 9/7 <b>now</b> [33] 4/8 4/14 4/14 4/19 5/3 14/6 15/25 19/7 21/22 23/6 23/9 23/12 23/25 25/19 26/7 30/12 38/2 38/3 39/17 42/14 43/15 46/4 46/24 48/4 48/14 50/21 51/17 52/1 52/21 53/19 54/13 57/20 59/15 <b>NRCP</b> [2] 1/16 1/16 <b>number</b> [3] 4/5 27/14 51/15 <b>numbers</b> [3] 26/20 28/2 39/20 <b>numerosity</b> [4] 13/24 14/6 19/11 27/13 <b>NV</b> [3] 1/25 2/5 2/12 <b>O</b> <b>object</b> [1] 5/4 <b>obviously</b> [1] 41/11 <b>off</b> [10] 26/16 42/12 44/13 45/2 45/3 45/17 45/18 46/23 47/6 47/23 <b>off-the-clock</b> [3] 44/13 45/2 45/3 <b>offer</b> [17] 11/17 12/4 12/8 13/9 23/3 23/9 23/11 30/22 31/2 42/20 46/19 46/23 47/24 49/13 50/22 53/14 54/2 <b>offered</b> [24] 10/24 11/3 12/21 13/4 13/6 16/9 16/12 16/12	16/14 16/24 17/16 23/15 25/15 27/19 36/7 36/14 36/19 36/23 37/8 47/14 48/9 50/15 54/6 54/12 <b>offering</b> [8] 10/22 11/9 26/19 47/6 47/7 50/1 50/2 54/1 <b>offers</b> [2] 34/1 42/19 <b>OFFICE</b> [1] 61/14 <b>often</b> [1] 5/18 <b>okay</b> [15] 5/10 7/20 12/24 19/10 24/13 38/18 40/5 44/16 47/13 59/2 59/13 59/22 60/1 60/6 60/18 <b>old</b> [3] 10/21 12/5 12/8 <b>Olszynski</b> [4] 35/6 38/15 49/17 49/18 <b>on</b> [55] 1/17 3/10 5/12 5/13 6/14 6/22 7/21 9/19 13/19 14/9 16/2 18/1 21/13 21/16 21/21 23/4 24/5 24/11 24/11 25/1 25/10 25/24 27/2 27/8 27/16 28/1 29/2 29/7 29/22 30/21 35/19 35/24 36/24 37/9 39/6 41/4 42/12 45/19 46/5 47/6 50/12 50/19 53/6 53/8 53/12 54/1 54/4 54/11 55/2 55/9 55/18 55/20 57/7 57/13 57/21 <b>Once</b> [2] 8/16 22/3 <b>one</b> [41] 3/25 5/16 5/19 5/24 6/19 6/20 8/5 13/4 13/4 15/15 16/1 16/11 17/18 17/24 19/16 19/18 19/22 20/2 22/6 22/10 23/1 26/8 26/8 26/10 26/12 26/12 35/6 35/19 39/6 39/10 40/3 40/4 40/6 42/2 46/1 47/23 49/8 51/1 51/15 55/10 56/24 <b>ongoing</b> [2] 9/19 39/16 <b>only</b> [8] 6/2 10/1 10/1 13/4 19/25 20/10 35/6 49/20 <b>open</b> [1] 33/15	<b>opened</b> [1] 12/3 <b>operates</b> [1] 12/7 <b>opine</b> [1] 50/12 <b>oppose</b> [1] 55/22 <b>opposed</b> [1] 4/25 <b>opposition</b> [3] 1/16 20/10 60/2 <b>opt</b> [2] 4/24 9/6 <b>or</b> [60] 4/23 7/5 9/12 10/6 11/16 11/18 12/21 13/6 13/21 13/25 14/11 14/21 15/8 16/13 17/4 17/8 17/16 18/2 19/8 20/19 22/16 24/6 24/11 24/22 26/2 26/4 27/10 30/18 31/3 31/18 32/25 33/1 33/1 34/13 34/20 38/8 38/14 38/21 39/25 40/5 41/17 41/24 42/6 42/7 44/2 44/3 44/14 45/5 45/25 47/3 49/8 51/10 52/13 53/11 53/12 54/11 54/12 54/14 58/20 60/2 <b>order</b> [10] 1/17 12/12 23/23 24/20 27/17 30/22 30/25 53/14 56/4 58/8 <b>orthopedic</b> [1] 50/10 <b>other</b> [16] 16/24 19/8 22/5 24/24 25/23 27/3 30/4 30/8 41/13 41/17 42/3 46/5 48/3 49/15 55/4 55/10 <b>our</b> [16] 4/1 6/18 7/22 11/2 12/23 23/7 26/24 30/9 30/20 32/24 34/23 35/3 42/24 53/6 53/15 55/2 <b>ours</b> [1] 59/10 <b>out</b> [32] 4/23 4/24 9/7 21/25 23/14 25/17 27/4 27/11 28/13 28/23 29/13 29/15 30/23 32/12 34/23 35/3 35/13 38/10 40/17 41/10 41/12 42/14 42/21 43/22 47/2 49/21 53/15 53/18 53/19 53/25 54/10 54/24 <b>over</b> [4] 11/19 17/16 52/24 55/9
---	--	---	---	--

(7) might... - over



{PLAINTIFF} v.  
{DEFENDANT}

{WITNESSNAME}  
{DATE}

<b>O</b> <b>overlooked</b> [1] 5/18 <b>owe</b> [1] 16/15 <b>own</b> [6] 24/11 24/24 38/12 44/19 49/24 50/17	<b>people</b> [13] 4/16 7/22 11/12 19/20 20/3 27/10 27/10 39/11 43/14 43/19 48/1 49/9 54/12 <b>per</b> [1] 20/7 <b>percent</b> [10] 12/11 12/15 12/18 23/14 23/17 24/4 32/6 35/7 35/16 35/17 <b>perfectly</b> [2] 4/14 15/2 <b>period</b> [3] 4/11 10/3 17/16 <b>periods</b> [3] 52/24 52/25 53/2 <b>person</b> [2] 13/6 14/25 <b>personal</b> [1] 38/12 <b>persons</b> [4] 30/14 30/15 30/17 46/5 <b>perspective</b> [2] 13/18 18/9 <b>phase</b> [2] 52/17 52/17 <b>PLACE</b> [1] 61/7 <b>plaintiff</b> [27] 1/10 2/2 3/14 20/18 20/19 25/8 25/13 25/14 26/9 27/12 31/4 35/6 35/7 38/15 38/22 38/23 41/13 42/23 44/11 44/11 44/21 44/22 45/5 49/17 50/9 50/19 52/23 <b>plaintiff's</b> [1] 44/25 <b>plaintiffs</b> [29] 3/12 3/15 15/13 15/18 21/12 21/23 22/25 25/13 25/18 30/20 34/24 35/2 35/4 35/5 38/9 38/11 38/13 42/5 42/10 42/13 42/14 42/16 42/17 49/15 51/5 51/10 51/19 54/17 56/19 <b>plaintiffs'</b> [10] 1/15 1/16 3/18 19/24 20/4 22/11 25/6 25/19 30/12 34/22 <b>plan</b> [22] 13/4 13/14 16/9 16/14 16/15 16/20 16/24 17/5 18/12 18/12 18/13 18/14 27/16 27/19 28/5 35/14 35/18 35/21 35/24 35/25 54/6 54/7 <b>plans</b> [23] 13/5	14/11 16/6 16/25 16/25 17/8 17/15 17/17 25/21 26/24 28/7 29/21 36/6 36/7 36/18 36/23 37/8 37/10 37/11 38/9 44/3 52/14 54/12 <b>plausible</b> [1] 38/8 <b>play</b> [1] 28/2 <b>plead</b> [1] 49/6 <b>pleadings</b> [1] 4/1 <b>pled</b> [3] 44/14 45/17 51/23 <b>plenty</b> [1] 53/4 <b>pluck</b> [2] 20/2 22/10 <b>plumbing</b> [1] 39/22 <b>Plus</b> [1] 48/21 <b>point</b> [7] 16/7 19/8 27/7 29/7 29/13 41/10 52/3 <b>pointed</b> [4] 34/23 35/3 41/12 54/24 <b>pointing</b> [1] 53/24 <b>points</b> [2] 13/2 51/9 <b>policies</b> [1] 48/10 <b>policy</b> [2] 38/24 39/5 <b>portion</b> [2] 31/12 33/19 <b>position</b> [11] 5/21 7/10 20/4 29/8 29/9 29/10 29/13 29/14 31/4 42/7 50/21 <b>positions</b> [1] 32/24 <b>possible</b> [1] 3/24 <b>possibly</b> [1] 22/1 <b>potential</b> [4] 4/19 13/21 14/12 57/9 <b>potentiality</b> [1] 23/12 <b>potentially</b> [1] 17/18 <b>powers</b> [1] 33/9 <b>practical</b> [1] 56/15 <b>practice</b> [1] 49/5 <b>pre</b> [1] 8/25 <b>preclude</b> [1] 39/13 <b>predominance</b> [3] 21/22 21/22 22/8 <b>predominant</b> [1] 22/4 <b>preexisting</b> [2] 43/15 43/18 <b>prefer</b> [1] 58/23 <b>prejudice</b> [2] 53/10 54/18 <b>preliminarily</b> [1] 9/2 <b>preliminary</b> [1] 24/16 <b>Prepare</b> [1] 58/8	<b>preponderance</b> [1] 25/7 <b>pressure</b> [1] 24/22 <b>pretty</b> [1] 47/16 <b>primary</b> [1] 5/16 <b>prior</b> [1] 9/24 <b>probably</b> [6] 5/18 7/10 48/6 53/11 56/11 56/16 <b>problem</b> [14] 7/18 7/18 12/18 30/11 39/1 41/14 41/15 45/3 45/9 45/21 47/20 49/19 50/24 50/25 <b>problems</b> [2] 34/24 42/4 <b>proceed</b> [1] 52/19 <b>proceeding</b> [1] 59/11 <b>PROCEEDINGS</b> [3] 60/21 61/6 61/12 <b>process</b> [4] 4/21 9/1 33/9 39/17 <b>proffer</b> [1] 42/14 <b>proffered</b> [1] 51/3 <b>promulgated</b> [1] 33/24 <b>proof</b> [2] 6/12 40/1 <b>properly</b> [1] 30/17 <b>property</b> [1] 32/8 <b>propose</b> [4] 8/4 53/15 54/18 55/8 <b>proposed</b> [2] 25/17 47/4 <b>proposition</b> [2] 38/18 40/6 <b>provide</b> [19] 10/20 23/3 23/9 23/11 30/22 31/1 34/22 38/6 40/13 40/13 40/19 40/21 47/6 47/8 48/23 49/14 50/22 53/14 54/2 <b>provided</b> [12] 10/3 10/7 10/25 11/4 13/6 15/4 15/5 23/15 23/17 46/2 46/20 47/14 <b>providing</b> [2] 51/21 54/1 <b>provision</b> [2] 5/8 51/23 <b>prudent</b> [1] 56/17 <b>public</b> [2] 43/5 43/10 <b>publish</b> [1] 33/20 <b>purported</b> [2] 37/10 42/19	<b>purposes</b> [1] 56/15 <b>pursuant</b> [4] 1/15 1/16 3/19 51/21 <b>put</b> [4] 4/21 20/3 22/10 57/21 <b>putative</b> [3] 5/11 15/19 42/8 <b>putting</b> [2] 4/25 5/5 <b>Q</b> <b>qualification</b> [1] 18/11 <b>qualifications</b> [3] 17/19 27/20 33/9 <b>qualified</b> [23] 14/11 16/5 16/20 17/5 19/21 25/20 26/3 26/23 27/16 28/5 28/7 29/18 30/19 31/8 31/14 31/19 35/24 36/10 44/3 48/4 51/22 52/14 57/1 <b>qualifies</b> [3] 31/25 34/11 35/20 <b>qualify</b> [14] 11/10 11/20 12/12 12/22 13/5 13/15 15/16 17/1 17/9 17/18 18/14 25/21 26/24 54/7 <b>qualifying</b> [11] 10/3 10/7 15/5 15/21 34/4 34/7 35/14 35/17 35/22 42/25 44/12 <b>question</b> [13] 12/9 15/15 19/16 19/18 19/19 20/5 21/23 21/25 22/4 31/17 45/10 46/17 48/8 <b>questioning</b> [1] 47/1 <b>questions</b> [10] 22/6 22/16 24/8 34/20 36/21 39/25 46/12 46/13 47/12 55/4 <b>quick</b> [1] 23/20 <b>quickly</b> [1] 53/23 <b>R</b> <b>RABKIN</b> [1] 2/3 <b>raised</b> [2] 20/9 23/3 <b>range</b> [3] 3/23 35/9 38/12 <b>rate</b> [3] 30/18 49/21 50/16 <b>rates</b> [2] 33/21 35/4 <b>rather</b> [1] 58/19 <b>Re</b> [2] 9/18 39/15
--	---	---	---	---

(8) overlooked - Re

<b>R</b> <b>read</b> [2] 48/24 51/16 <b>reading</b> [2] 4/14 4/19 <b>real</b> [6] 5/14 14/4 14/16 20/25 35/25 36/14 <b>realize</b> [2] 40/25 43/15 <b>really</b> [17] 5/6 5/16 5/18 7/3 8/8 12/17 19/3 27/7 31/11 31/12 36/19 44/17 45/6 50/8 52/5 53/20 53/23 <b>reason</b> [5] 10/1 10/1 10/17 35/8 40/21 <b>reasonably</b> [1] 19/25 <b>reasons</b> [4] 38/12 40/11 40/17 40/23 <b>received</b> [1] 23/8 <b>recent</b> [1] 30/22 <b>recompense</b> [1] 24/7 <b>record</b> [3] 53/24 57/21 61/11 <b>reduced</b> [1] 51/20 <b>reflected</b> [2] 54/14 54/15 <b>regard</b> [1] 18/10 <b>regarding</b> [12] 14/11 17/5 17/19 20/11 23/2 23/9 30/25 33/24 35/2 47/13 53/14 56/25 <b>regardless</b> [2] 17/15 40/10 <b>regulate</b> [1] 32/12 <b>regulated</b> [1] 13/13 <b>regulation</b> [2] 32/5 35/15 <b>regulations</b> [10] 11/7 12/1 31/10 31/20 32/11 33/2 33/24 34/9 34/10 35/13 <b>rejected</b> [2] 10/23 11/4 <b>relates</b> [6] 6/11 13/13 40/18 43/8 48/13 57/8 <b>relation</b> [1] 30/21 <b>relief</b> [1] 51/19 <b>remedied</b> [1] 20/23 <b>renew</b> [1] 53/10 <b>renewed</b> [1] 23/24 <b>repeat</b> [1] 59/14	<b>repeating</b> [1] 13/9 <b>reply</b> [7] 29/20 31/7 42/10 55/23 58/1 58/19 60/3 <b>reported</b> [4] 1/25 35/5 35/6 35/7 <b>REPORTER</b> [1] 61/4 <b>REPORTER'S</b> [2] 1/14 61/1 <b>representative</b> [7] 21/4 26/12 26/13 45/6 45/13 45/22 53/3 <b>representatives</b> [2] 56/20 57/9 <b>represented</b> [1] 8/20 <b>reps</b> [1] 40/4 <b>request</b> [1] 14/5 <b>required</b> [1] 51/22 <b>requirement</b> [8] 7/5 7/12 14/7 19/23 23/10 26/8 27/25 45/14 <b>requirements</b> [5] 13/14 30/11 34/12 41/12 48/12 <b>requires</b> [1] 21/19 <b>requisite</b> [1] 9/15 <b>resolution</b> [1] 23/20 <b>resolved</b> [1] 7/1 <b>respective</b> [1] 32/24 <b>respects</b> [1] 6/20 <b>response</b> [1] 60/2 <b>rest</b> [1] 55/5 <b>RESTAURANTS</b> [1] 1/12 <b>result</b> [2] 36/17 48/7 <b>Revenue</b> [1] 34/13 <b>review</b> [2] 8/6 20/13 <b>reviewed</b> [1] 17/17 <b>rid</b> [1] 43/16 <b>RIFKIN</b> [1] 2/3 <b>right</b> [52] 3/17 6/9 8/7 8/10 8/22 9/22 11/15 11/22 11/25 13/3 13/22 14/1 14/6 15/1 16/13 17/11 17/17 18/17 18/18 18/19 19/17 20/6 20/17 21/1 26/7 27/6 28/7 29/13 30/12 30/17 32/11 32/13 33/4 36/16 37/24 38/3 39/17 46/4 46/15 49/1 52/8 52/12 53/21 54/7 55/6 55/17 55/24 56/2 57/20 59/8	59/16 60/4 <b>rights</b> [1] 4/24 <b>rigorous</b> [3] 25/3 50/25 50/25 <b>risk</b> [1] 13/9 <b>RMR</b> [2] 1/25 61/17 <b>road</b> [2] 2/5 7/15 <b>Robinson</b> [1] 42/6 <b>role</b> [2] 8/17 9/8 <b>roughly</b> [1] 58/4 <b>rule</b> [8] 3/19 12/11 12/18 14/3 18/1 21/19 22/25 30/10 <b>Rule 23</b> [4] 3/19 18/1 22/25 30/10 <b>ruling</b> [10] 23/2 23/18 24/1 24/6 25/24 30/22 38/17 40/6 40/24 47/5 <b>RUSSELL</b> [1] 2/5 <b>S</b> <b>said</b> [13] 7/3 11/18 22/3 24/17 31/6 34/15 36/18 46/3 48/11 49/22 50/23 56/10 61/7 <b>same</b> [13] 9/13 15/13 16/9 16/13 20/6 22/11 41/11 41/14 41/15 42/11 42/13 55/2 56/23 <b>sat</b> [2] 11/18 21/17 <b>satisfaction</b> [1] 19/15 <b>satisfied</b> [1] 22/25 <b>say</b> [15] 5/2 8/6 8/12 14/2 14/6 15/10 17/15 17/17 26/11 29/12 32/21 43/7 49/7 51/3 59/4 <b>saying</b> [12] 5/21 7/7 11/8 12/1 15/9 17/23 18/7 28/2 32/5 32/20 34/22 41/7 <b>says</b> [3] 31/15 36/3 36/6 <b>schedule</b> [1] 59/5 <b>SCHRAGER</b> [2] 2/4 3/12 <b>SCHULMAN</b> [1] 2/3 <b>scope</b> [1] 39/4 <b>scrutiny</b> [4] 6/18 6/24 9/16 14/20 <b>second</b> [2] 23/1 31/7 <b>Secondly</b> [1] 7/6 <b>see</b> [12] 7/18 7/18 17/2 17/23 18/7 29/4	29/15 35/23 39/7 41/1 53/5 57/3 <b>seeking</b> [1] 10/6 <b>seem</b> [3] 46/25 53/20 59/16 <b>seems</b> [6] 17/12 22/21 22/24 23/15 53/5 53/8 <b>sense</b> [3] 26/1 32/6 56/9 <b>sent</b> [1] 7/1 <b>separate</b> [1] 37/2 <b>served</b> [1] 5/24 <b>set</b> [4] 4/13 34/10 55/10 57/14 <b>sets</b> [1] 35/13 <b>setting</b> [1] 30/24 <b>settle</b> [1] 8/25 <b>settled</b> [1] 6/19 <b>settlement</b> [2] 9/3 9/12 <b>SHAPIRO</b> [1] 2/3 <b>she</b> [35] 35/6 38/24 41/16 42/24 43/1 43/3 44/16 44/23 44/23 44/23 45/1 45/5 45/6 45/12 45/13 45/15 45/16 45/20 45/22 45/25 46/1 47/2 49/18 49/20 49/22 49/23 50/4 50/6 50/14 50/14 50/16 50/17 52/24 52/25 53/4 <b>she's</b> [7] 41/18 44/18 44/20 44/24 45/7 45/7 45/16 <b>shocked</b> [1] 33/12 <b>short</b> [1] 4/2 <b>SHORTENING</b> [1] 1/17 <b>SHORTHAND</b> [1] 61/4 <b>should</b> [9] 17/4 23/23 26/11 30/18 33/2 38/19 45/22 52/2 57/18 <b>Shouldn't</b> [1] 14/10 <b>show</b> [1] 25/7 <b>showing</b> [1] 11/2 <b>shown</b> [1] 21/13 <b>simple</b> [2] 4/21 20/15 <b>simply</b> [1] 13/9 <b>since</b> [3] 9/24 30/4 55/13 <b>single</b> [2] 6/13 13/6 <b>sir</b> [10] 3/21 24/12 24/15 27/1 37/5 39/8	46/10 51/7 51/12 55/7 <b>sitting</b> [1] 13/12 <b>situation</b> [2] 6/6 22/11 <b>six</b> [2] 17/15 17/17 <b>slightly</b> [1] 6/5 <b>so</b> [92] <b>some</b> [16] 6/23 16/18 16/24 17/5 17/14 17/14 18/6 29/4 30/20 35/5 36/24 38/9 39/11 42/4 52/3 56/25 <b>someone</b> [3] 5/1 12/12 12/20 <b>something</b> [12] 12/3 14/10 16/12 23/3 23/4 27/21 32/20 36/1 52/20 52/21 52/21 56/25 <b>sometime</b> [1] 9/6 <b>sometimes</b> [1] 43/21 <b>somewhere</b> [1] 47/3 <b>sorry</b> [1] 59/22 <b>sort</b> [10] 4/14 7/20 7/21 10/8 11/11 24/23 33/5 41/12 53/6 53/19 <b>sorts</b> [1] 39/5 <b>speak</b> [2] 18/5 20/11 <b>specific</b> [10] 7/3 8/5 13/14 15/10 16/2 16/4 19/1 43/9 46/13 47/10 <b>specifically</b> [5] 6/11 7/4 18/25 43/8 54/4 <b>speculative</b> [1] 30/13 <b>spine</b> [1] 50/11 <b>sponte</b> [2] 18/2 23/22 <b>SPRINGMEYER</b> [4] 2/3 3/13 55/7 55/12 <b>square</b> [1] 39/19 <b>stage</b> [3] 15/8 24/24 31/16 <b>stand</b> [3] 38/17 51/3 51/4 <b>standard</b> [6] 11/1 11/5 27/13 50/10 50/13 51/1 <b>standards</b> [3] 11/21 12/14 34/10 <b>standpoint</b> [5] 6/1 7/9 14/13 22/15 39/24 <b>stands</b> [6] 26/7
--	--	---	--	--

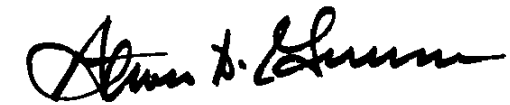


<b>S</b> <b>stands...</b> [5] 26/15 30/13 40/6 40/13 46/4 <b>start</b> [1] 27/4 <b>started</b> [2] 47/23 54/10 <b>state</b> [10] 11/7 11/24 12/13 22/20 27/20 32/1 37/14 48/13 61/2 61/14 <b>stated</b> [1] 30/9 <b>statement</b> [2] 27/17 36/8 <b>states</b> [1] 13/14 <b>statute</b> [3] 5/3 5/7 5/13 <b>statutes</b> [2] 11/23 32/12 <b>statutory</b> [2] 33/6 36/23 <b>STENOTYPE</b> [2] 61/5 61/8 <b>still</b> [15] 8/18 9/13 9/19 19/16 24/3 26/22 30/23 39/16 39/25 53/1 54/23 54/25 56/11 57/11 59/24 <b>stipulate</b> [2] 9/12 57/17 <b>stipulated</b> [2] 24/21 56/22 <b>straight</b> [1] 27/7 <b>straightforward</b> [2] 3/25 47/16 <b>strategical</b> [1] 24/24 <b>stroke</b> [3] 15/15 19/22 22/7 <b>stuff</b> [1] 47/16 <b>stunted</b> [1] 58/19 <b>sua</b> [2] 18/2 23/22 <b>subclass</b> [7] 18/9 23/13 23/16 24/2 24/5 53/15 55/20 <b>subclasses</b> [2] 18/3 39/21 <b>submitted</b> [1] 9/7 <b>SUBSCRIBED</b> [1] 61/13 <b>substitute</b> [1] 21/4 <b>successful</b> [1] 6/2 <b>such</b> [2] 34/12 38/13 <b>sufficient</b> [1] 39/13 <b>suit</b> [1] 22/7 <b>SUITE</b> [1] 2/12 <b>summarize</b> [1]	41/25 <b>Sunday</b> [1] 58/6 <b>superior</b> [1] 22/19 <b>superiority</b> [3] 21/22 22/9 22/14 <b>SUPERVISION</b> [1] 61/9 <b>supplemental</b> [6] 53/12 55/18 57/15 59/4 59/18 59/23 <b>supplementation</b> [1] 55/14 <b>support</b> [1] 42/15 <b>supporting</b> [1] 31/9 <b>supposed</b> [1] 33/25 <b>Supreme</b> [5] 6/18 6/25 14/20 25/2 40/25 <b>sure</b> [12] 8/3 8/19 13/16 14/8 14/15 14/23 16/18 21/5 25/4 34/15 57/23 57/24 <b>surgeon</b> [1] 50/11 <b>surprised</b> [1] 33/16 <b>swallow</b> [1] 21/24 <b>synonym</b> [1] 47/8 <b>synonymously</b> [1] 54/3 <b>system</b> [1] 49/25 <b>T</b> <b>Taft</b> [1] 34/13 <b>Taft-Hartley</b> [1] 34/13 <b>take</b> [10] 11/16 12/5 12/15 23/16 30/16 47/18 56/23 58/3 58/4 58/16 <b>taken</b> [1] 19/4 <b>takes</b> [2] 9/8 25/16 <b>taking</b> [2] 5/20 47/10 <b>talk</b> [6] 6/20 7/23 17/25 20/8 23/1 41/4 <b>talked</b> [3] 11/19 12/4 19/12 <b>talking</b> [2] 18/6 19/13 <b>target</b> [1] 47/22 <b>technically</b> [1] 47/17 <b>tee</b> [1] 37/17 <b>tell</b> [9] 7/25 18/22 29/2 32/18 37/17 43/2 46/10 56/24 57/2 <b>telling</b> [4] 13/20 28/21 36/22 47/9	<b>tells</b> [1] 32/16 <b>term</b> [1] 34/6 <b>terms</b> [1] 7/17 <b>testified</b> [6] 45/1 49/24 50/4 50/6 50/14 51/5 <b>testifying</b> [1] 45/8 <b>than</b> [32] 4/12 4/17 10/2 10/5 11/10 11/13 11/15 11/21 12/13 12/15 13/2 15/1 15/3 15/17 16/14 16/19 16/24 16/24 19/17 19/20 20/3 20/7 22/5 23/14 24/24 30/23 42/3 47/18 49/5 49/23 51/23 59/6 <b>Thank</b> [8] 3/20 24/13 29/5 51/12 57/5 60/7 60/16 60/17 <b>that</b> [312] <b>that's</b> [81] <b>their</b> [52] 5/22 7/10 12/15 12/16 12/18 13/5 20/10 21/13 21/13 21/18 24/24 25/6 26/19 29/20 29/20 30/3 31/5 31/7 31/13 32/11 32/12 35/1 35/5 38/9 38/11 39/4 42/7 42/10 42/15 43/8 43/22 45/17 47/4 47/5 47/8 47/21 47/21 47/23 48/3 49/4 49/6 50/11 50/21 51/5 51/6 52/14 53/25 54/3 54/5 54/10 54/14 60/1 <b>theirs</b> [1] 12/22 <b>them</b> [25] 6/19 6/22 11/15 11/17 11/18 11/19 16/7 16/8 20/4 22/10 23/15 24/23 25/4 26/15 26/23 35/5 37/12 38/21 40/7 40/8 40/19 40/20 40/21 58/1 58/17 <b>then</b> [25] 7/22 9/5 12/2 14/18 14/19 17/12 18/14 26/22 27/23 27/25 28/7 28/25 38/15 38/17 38/19 40/7 45/22 48/10 53/19 55/17 55/22 57/10 58/10	59/15 60/11 <b>theoretically</b> [1] 22/2 <b>theories</b> [1] 47/21 <b>theory</b> [2] 29/21 47/23 <b>there</b> [57] 10/11 10/13 11/8 11/21 11/25 12/11 14/10 14/21 15/9 15/20 15/25 16/11 16/18 16/22 16/23 17/4 19/3 19/3 20/17 20/19 20/21 22/5 24/22 25/12 25/13 26/22 27/23 28/13 29/4 32/12 34/10 34/24 36/13 38/7 38/22 38/22 39/8 39/20 39/21 39/24 40/2 40/16 40/17 40/22 43/20 45/16 45/24 45/24 46/13 49/21 52/25 53/4 54/8 54/23 55/5 55/13 56/25 <b>there's</b> [30] 4/20 5/8 7/11 13/14 13/20 17/15 19/3 19/15 19/18 22/15 22/16 26/14 26/18 26/18 26/19 28/7 28/8 28/12 29/4 36/2 36/7 36/8 37/7 37/7 38/15 38/23 40/18 42/3 48/2 49/25 <b>THEREAFTER</b> [1] 61/7 <b>therefore</b> [2] 13/5 54/9 <b>these</b> [11] 17/8 19/20 21/12 25/3 25/9 38/9 38/10 41/11 41/12 46/23 51/4 <b>they</b> [78] <b>they're</b> [11] 4/23 5/21 6/13 7/7 31/24 36/19 48/3 49/4 51/4 53/24 58/15 <b>they've</b> [9] 11/11 11/11 11/12 15/12 16/25 16/25 21/17 42/11 51/2 <b>thing</b> [16] 10/21 10/21 10/25 11/3 11/9 11/20 12/5 12/8 12/21 16/1 16/13 17/3 18/24 27/2 53/9	56/24 <b>things</b> [10] 5/24 9/5 9/7 9/17 12/2 17/25 28/18 40/7 51/15 56/8 <b>think</b> [38] 5/3 5/18 6/2 7/2 7/10 7/15 8/15 17/7 18/18 18/19 18/20 18/22 19/1 19/2 19/4 19/13 19/22 19/23 21/20 22/7 26/14 31/24 32/5 33/4 35/24 37/6 47/11 47/18 48/6 48/8 48/11 52/11 52/20 54/23 56/16 56/24 57/18 58/11 <b>thinking</b> [9] 4/19 14/12 23/4 23/8 37/16 37/18 44/13 55/11 55/12 <b>thinks</b> [1] 45/6 <b>this</b> [93] <b>thoroughly</b> [1] 41/21 <b>those</b> [30] 4/16 4/24 6/15 7/17 9/4 9/7 9/16 9/23 11/12 12/2 15/6 19/25 20/2 20/3 22/1 25/8 27/18 31/10 33/1 34/10 35/2 36/18 38/16 39/10 47/9 51/1 53/3 54/22 58/22 59/14 <b>though</b> [2] 43/2 50/7 <b>thought</b> [3] 43/23 44/23 49/20 <b>thousands</b> [1] 46/11 <b>three</b> [3] 11/19 27/24 42/10 <b>threshold</b> [6] 25/25 30/10 34/18 35/17 41/20 52/15 <b>through</b> [9] 9/1 19/8 25/16 27/23 30/4 30/7 38/14 41/24 53/6 <b>throughout</b> [2] 49/14 53/25 <b>THURSDAY</b> [2] 1/22 3/1 <b>tied</b> [1] 42/19 <b>tier</b> [8] 4/12 10/5 30/17 31/13 42/18 49/18 49/25 50/16 <b>time</b> [27] 1/17 4/10 13/5 17/16 18/23 21/3 21/3 28/19 28/20 29/19 49/22
--	---	---	---	---

(10) stands... - time

{PLAINTIFF} v. {DEFENDANT}	{WITNESSNAME} {DATE}			
<b>T</b> time... [16] 52/24 52/25 53/2 53/4 53/20 54/3 54/15 54/19 54/24 55/16 56/12 56/23 57/1 58/11 58/13 61/7 timely [2] 21/15 56/1 times [1] 22/13 TIMOTHY [1] 1/19 tips [3] 35/5 35/9 35/15 today [2] 29/23 30/25 told [1] 11/11 tolling [1] 5/8 too [2] 30/13 39/2 took [3] 11/16 46/10 61/5 torts [1] 39/10 touched [2] 30/21 42/1 tough [1] 6/14 track [1] 34/1 TRANSCRIBED [1] 61/8 transcript [3] 1/14 42/24 61/10 trial [2] 8/17 9/8 tried [1] 3/25 trip [1] 4/2 true [2] 15/8 61/10 trust [2] 29/15 39/8 try [1] 47/12 trying [4] 4/15 8/11 14/2 43/7 tweaked [2] 6/23 9/5 two [8] 6/2 6/17 12/11 27/25 35/5 40/6 49/18 49/25 two-tier [2] 49/18 49/25 type [4] 18/12 18/12 18/13 43/13 types [3] 9/5 36/18 36/23 TYPEWRITING [1] 61/8 typical [1] 41/17 typicality [7] 7/16 15/14 19/24 22/17 41/9 41/10 41/16 typically [1] 32/9	ultimately [2] 6/23 17/6 unambiguously [1] 23/10 unbeknownst [1] 42/13 uncommon [1] 21/3 under [37] 4/6 9/23 11/6 11/7 11/7 11/15 12/22 13/25 17/25 21/21 22/4 25/1 25/9 25/19 26/3 30/16 30/18 31/8 31/9 31/10 31/13 32/1 32/10 33/24 34/4 34/9 34/10 35/12 35/14 35/14 36/11 38/6 38/16 42/4 50/25 50/25 61/9 underlying [2] 29/20 31/5 underpaid [1] 15/12 understand [29] 4/20 6/1 6/25 7/8 8/11 13/11 13/12 14/3 20/14 22/22 24/12 26/17 28/15 29/4 29/7 29/11 31/1 32/19 36/4 41/3 41/7 43/6 43/19 44/12 46/8 49/11 50/9 51/7 52/18 understanding [10] 42/18 42/25 43/13 44/9 44/10 45/16 49/18 49/20 51/6 52/10 understands [1] 52/20 Understood [1] 17/22 unharmd [2] 30/14 46/5 uniformly [1] 42/20 uninsured [1] 43/5 unique [1] 6/13 unlawfully [1] 54/9 unless [1] 55/4 until [1] 59/9 up [12] 9/12 18/22 27/22 29/19 30/24 31/7 37/17 48/4 51/11 54/19 57/12 58/21 upon [8] 4/16 5/23 27/11 28/5 31/19 40/11 40/24 42/1 upper [3] 4/12 10/5 42/17	us [13] 11/11 16/25 16/25 23/12 23/13 23/16 25/1 42/13 56/12 57/25 58/4 58/16 59/6 use [3] 34/6 37/4 53/20 used [2] 47/7 54/3 useful [1] 53/9	wasn't [2] 5/2 36/14 Watson [3] 44/25 45/1 45/7 way [12] 3/22 4/15 4/21 10/2 14/24 14/24 15/20 16/22 17/14 24/9 28/24 56/17 ways [4] 7/23 12/11 15/10 15/25 we [103] We'd [1] 39/2 we'll [8] 11/2 24/4 41/4 54/19 56/16 57/7 58/11 59/1 we're [18] 4/15 7/21 11/8 12/9 12/10 12/17 19/13 26/21 30/23 37/19 39/16 47/24 47/25 52/16 53/7 56/17 56/18 56/21 we've [13] 4/4 4/8 15/11 16/6 16/7 19/22 23/4 42/1 42/5 46/3 46/3 50/19 54/21 week [9] 23/2 23/18 24/6 30/23 35/10 35/10 56/6 58/18 60/18 week's [1] 53/13 weeks [1] 12/4 weighing [1] 30/10 well [35] 5/25 7/20 9/20 13/1 14/23 17/2 19/4 19/12 23/5 25/21 26/10 26/24 29/17 30/2 30/8 31/17 32/3 33/11 33/17 38/20 43/11 43/25 44/4 46/3 46/18 46/20 46/22 47/20 48/6 48/11 48/20 50/14 57/18 58/15 59/6 went [2] 11/19 42/12 were [47] 4/11 9/11 9/23 10/7 10/11 10/13 10/24 10/24 15/1 16/12 16/19 16/19 16/23 16/24 17/16 19/21 20/1 20/3 23/15 23/17 25/18 27/19 29/21 36/6 36/7 37/9 39/20 39/20 39/22 39/25 42/18 44/3 45/20	46/13 46/14 46/16 46/20 46/23 47/13 47/13 47/14 52/25 54/9 54/12 54/12 60/21 61/8 weren't [3] 15/5 38/18 53/3 what [107] what's [1] 26/21 whatever [4] 40/5 40/21 53/17 58/24 when [19] 5/8 5/17 5/25 6/24 7/2 8/15 8/24 8/24 18/8 23/6 27/2 27/14 40/1 43/20 44/22 45/6 45/18 55/10 59/19 where [10] 9/2 27/24 28/10 32/7 33/17 40/3 44/20 45/2 49/9 58/2 WHEREOF [1] 61/13 whether [35] 4/23 4/23 7/5 10/6 10/22 10/22 10/23 10/23 10/24 10/24 11/16 11/17 11/18 12/20 16/18 17/4 17/8 18/12 26/2 27/10 31/18 32/7 32/25 33/1 35/16 36/22 37/13 38/7 38/21 44/2 45/25 49/8 52/14 54/11 54/12 which [31] 6/3 9/25 11/11 11/22 12/11 14/24 22/4 24/4 25/18 31/7 33/18 33/20 33/21 34/25 37/10 42/6 42/14 43/16 44/14 44/25 44/25 47/24 50/20 51/17 52/25 53/4 55/1 55/1 55/15 56/16 58/17 who [25] 4/11 4/15 10/12 13/6 14/25 15/12 16/11 16/11 16/19 16/23 16/24 17/21 20/3 24/5 25/14 25/18 26/4 31/18 35/20 35/20 38/23 42/2 42/5 50/20 53/3 whole [7] 21/25 23/16 24/2 24/3 26/14 40/10 52/5 wholeheartedly [1]

<div><div>W</div><div>wholeheartedly... [1] 37/23 whose [1] 35/21 why [11] 7/21 10/18 17/4 35/8 35/11 35/18 40/23 44/22 45/12 47/24 56/10 Wilbanks [4] 35/7 38/14 44/21 44/22 will [33] 4/22 8/25 14/21 14/22 20/13 22/3 26/11 27/25 28/5 34/17 40/25 41/22 48/24 50/12 51/14 52/7 52/9 52/19 52/22 53/10 53/13 53/14 53/18 53/18 55/1 55/13 58/4 58/8 58/10 58/16 58/17 60/4 60/8 WILLIAMS [1] 1/19 willingness [1] 21/13 wish [1] 4/24 within [3] 54/10 54/16 54/19 without [5] 30/2 34/21 51/21 53/10 54/18 withstand [2] 9/16 14/22 withstood [2] 6/18 6/24 WITNESS [1] 61/13 WOLF [1] 2/3 won't [1] 49/2 wondering [2] 17/4 46/13 words [1] 50/17 work [6] 6/22 30/3 44/14 45/2 45/4 46/5 works [1] 59/25 world [1] 56/3 worry [1] 14/19 would [56] 3/24 9/13 9/16 10/5 10/16 10/18 14/25 15/12 16/11 17/7 19/7 20/5 20/5 22/18 23/16 23/24 23/25 24/1 24/3 24/5 24/9 26/1 30/4 30/7 30/13 31/18 31/19 31/23 31/24 32/1 32/5 32/20 32/21 32/23 32/24 33/12 33/16</div></div> <div><div>35/24 35/25 38/17 39/8 41/10 46/25 47/1 47/2 47/12 47/18 48/8 48/8 48/16 50/21 51/9 54/7 54/20 58/18 58/19 wouldn't [5] 4/25 5/4 10/14 17/20 47/18 writ [2] 14/21 14/22 write [2] 15/20 54/5 written [1] 14/24 wrong [1] 35/23 WRSLAWYERS.CO M [1] 2/7</div><div>Y</div><div>Yeah [20] 6/16 8/21 9/9 9/18 14/17 18/4 18/16 19/6 19/9 20/23 20/24 21/7 21/8 22/22 30/6 32/22 37/21 41/6 56/7 57/6 year [2] 16/9 16/9 years [6] 4/17 9/19 9/24 11/12 39/16 52/25 yes [16] 3/22 6/5 10/13 10/13 34/21 41/6 46/15 48/19 56/13 56/14 57/16 58/9 60/12 60/13 60/15 60/16 yet [2] 23/8 24/19 you [159] you're [9] 11/9 13/20 18/6 18/14 32/19 41/7 47/9 50/1 52/4 you've [1] 29/3 your [79]</div></div> <div></div> <div></div> <div></div>
--



CLERK OF THE COURT

NOTC  
RICK D. ROSKELLEY, ESQ., Bar # 3192  
ROGER L. GRANDGENETT II, ESQ., Bar # 6323  
MONTGOMERY Y. PAEK, ESQ., Bar # 10176  
KATHRYN B. BLAKEY, ESQ., Bar # 12701  
LITTLER MENDELSON, P.C.  
3960 Howard Hughes Parkway  
Suite 300  
Las Vegas, NV 89169-5937  
Telephone: 702.862.8800  
Fax No.: 702.862.8811

Attorneys for Defendants

DISTRICT COURT  
CLARK COUNTY, NEVADA

PAULETTE DIAZ, an individual; and  
LAWANDA GAIL WILBANKS, an individual;  
SHANNON OLSZYNSKI, and individual;  
CHARITY FITZLAFF, an individual, on behalf  
of themselves and all similarly-situated  
individuals,

Plaintiffs,

vs.

MDC RESTAURANTS, LLC, a Nevada limited  
liability company; LAGUNA  
RESTAURANTS, LLC, a Nevada limited  
liability company; INKA, LLC, a Nevada  
limited liability company and DOES 1 through  
100, Inclusive,

Defendants.

Case No. A-14-701633-C

Dept. No. XVI

NOTICE OF FILING OF PETITION  
FOR WRIT OF MANDAMUS OR  
PROHIBITION

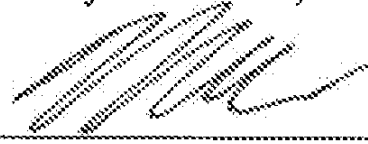
Pursuant to Nevada Rule of Appellate Procedure 21(a)(1), notice is hereby given that  
Defendants MDC RESTAURANTS, LLC; LAGUNA RESTAURANTS, LLC; and INKA, LLC  
(hereinafter "Defendants") hereby petitions for a Writ of Mandamus or Prohibition to the Supreme  
Court of Nevada from this Court's Order Regarding Motion for Partial Summary Judgment on  
Liability as to Plaintiff Paulette Diaz's First Claim for Relief that was entered in this action of the

1 17<sup>th</sup> day of July, 2015.

2 A copy of the Petition for Writ of Mandamus or Prohibition shall be served upon all parties  
3 to these proceedings upon filing.

4 Dated: July 30, 2015

5 Respectfully submitted,

6 

7 RICK D. ROSKELLEY, ESQ.  
8 ROGER L. GRANDGENETT II, ESQ.  
9 MONTGOMERY Y. PAEK, ESQ.  
10 KATHRYN B. BLAKEY, ESQ.  
11 LITTLER MENDELSON, P.C.  
12 Attorneys for Defendants  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 PROOF OF SERVICE

2 I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the  
3 within action. My business address is 3960 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada  
4 89169. On July 30, 2015, I served the within document:

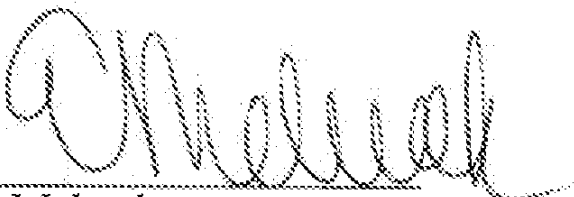
5  
6 **NOTICE OF FILING OF PETITION FOR WRIT OF MANDAMUS OR PROHIBITION**

7 ☒ Via Electronic Service - pursuant to N.E.F.C.R Administrative Order: 14-2.

8  
9 Don Springmeyer, Esq.  
10 Bradley Schrager, Esq.  
11 Daniel Bravo, Esq.  
12 Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP  
13 3556 East Russell Road, Second Floor  
14 Las Vegas, Nevada 89120

15 Attorneys for Plaintiffs

16 I declare under penalty of perjury that the foregoing is true and correct. Executed on July 30,  
17 2015, at Las Vegas, Nevada.

18   
Erin J. Melwak

19 Firmwide: 135000699.1 081404.1002

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

MDC RESTAURANTS, LLC, a Nevada  
limited liability company; LAGUNA  
RESTAURANTS, LLC, a Nevada limited  
liability company; INKA, LLC, a Nevada  
limited liability company,  
Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA  
in and for the County of Clark and THE  
HONORABLE TIMOTHY C.  
WILLIAMS, District Court Judge,  
Respondents,

vs.

PAULETTE DIAZ, an individual;  
LAWANDA GAIL WILBANKS, an  
individual; SHANNON OLSZYNSKI, an  
individual; and CHARITY FITZLAFF, an  
individual, on behalf of themselves and all  
similarly-situated individuals,  
Real Parties in Interest.

**Case No.**

District Court  
701633-C

District Court Dept. No. XVI

Electronically Filed  
Case No. A-14  
Jul 31 2015 10:49 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

**PETITIONERS' APPENDIX**

RICK D. ROSKELLEY, ESQ., Nevada Bar # 3192  
ROGER L. GRANDGENETT II, ESQ., Nevada Bar # 6323  
MONTGOMERY Y. PAEK, ESQ., Nevada Bar #10176  
KATHRYN B. BLAKEY, ESQ., Nevada Bar # 12701  
LITTLER MENDELSON, P.C.  
3960 Howard Hughes Parkway, Suite 300  
Las Vegas, NV 89169-5937  
Telephone: 702.862.8800  
Fax No.: 702.862.8811  
Attorneys for Petitioners

## **INDEX OF APPENDIX**

<b>Name of Document</b>	<b>Appendix</b>	<b>Page Number</b>
May 20, 2014 Class Action Complaint and June 5, 2014 Amended Class Action Complaint on June 5, 2014	Vol. 1	001-031
July 22, 2014 Answer to the Amended Class Action Complaint	Vol. 1	032-042
April 24, 2015 Plaintiff's Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief	Vol. 1	043-149
May 22, 2015 Defendants' Opposition to Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief	Vol. 1	150-167
June 5, 2015 Plaintiff's Reply to Defendants' Opposition to Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief	Vol. 1	168-207
June 25, 2015 minutes of hearing	Vol. 1	208
June 25, 2015 hearing transcript	Vol. 2	209-261
July 1, 2015, minute order regarding the hearing held on June 25, 2015	Vol. 2	262
July 17, 2015, the Notice of Order Regarding Motion for Partial Summary Judgment on Liability as to Plaintiff Paulette Diaz's First Claim for Relief	Vol. 2	263-269
July 9, 2015, hearing transcript on Plaintiff's Motion for Class Certification Pursuant to NRCP 23	Vol. 2	270-342
July 30, 2014, Notice of Petition for Writ of Mandamus or Prohibition	Vol. 2	343-345
June 8, 2015 Plaintiff's Motion for Class Certification Pursuant to NRCP 23	Vol. 3	346-501
June 25, 2015 Defendants' Opposition to this Motion for Class Certification	Vol. 4	502-769



July 16, 2015 Supplemental Brief in Support of Plaintiffs' Motion for Class Certification Pursuant to N.R.C.P. 23	Vol. 5	770-819
---	--------	---------

## **PROOF OF SERVICE**

I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the within action. My business address is 3960 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada 89169. On July 30, 2015, I served the within document:

## **PETITIONERS APPENDIX**

☒ Via **Electronic Service** - pursuant to N.E.F.C.R Administrative Order: 14-2.

Don Springmeyer, Esq.  
Bradley Schrager, Esq.  
Daniel Bravo, Esq.  
Wolf, Rifkin, Shapiro, Schulman &  
Rabkin, LLP  
3556 E. Russell Road, 2nd Floor  
Las Vegas, NV 89120-2234  
Attorneys for Real Party in Interest

Honorable Timothy C. Williams  
Eighth Judicial District Court, Dept. 16  
200 Lewis Avenue  
Las Vegas, NV 89155  
Respondents

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on July 30, 2015, at Las Vegas, Nevada.

/s/ Erin J. Melwak  
Erin J. Melwak