

IN THE SUPREME COURT OF THE STATE OF NEVADA

JACQUELINE FRANKLIN, ASHLEIGH
PARK, LILLY SHEPARD, STACIE
ALLEN, MICHAELA DEVINE,
KARINA STRELKOVA and DANIELLE
LAMAR, INDIVIDUALLY, AND ON
BEHALF OF A CLASS OF
SIMILARLY SITUATED
INDIVIDUALS,

Appellants,

vs.

RUSSELL ROAD FOOD AND
BEVERAGE, LLC,

Respondents.

Case No. 74332

District Court Case No. A-14-
709372-C

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Clerk of Supreme Court
Appeal from the Eighth Judicial
District Court, Clark County,
Nevada

JOINT APPENDIX – VOLUME II

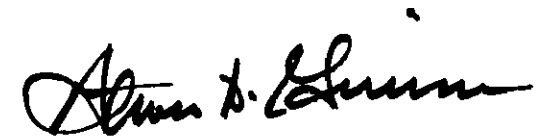
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CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN, ASHLEIGH
PARK, LILY SHEPARD, STACIE ALLEN,
MICHAELA DIVINE, VERONICA VAN
WOODSEN, SAMANTHA JONES, KARINA
STRELKOVA, LASHONDA STEWART,
DANIELLE LAMAR and DIRUBIN TAMAYO
individually, and on behalf of Class of similarly
situated individuals,

Plaintiffs,

v.

RUSSELL ROAD FOOD AND BEVERAGE,
LLC, a Nevada limited liability company (d/b/a
CRAZY HORSE III GENTLEMEN'S CLUB)
SN INVESTMENT PROPERTIES, LLC, a
Nevada limited liability company (d/b/a CRAZY
HORSE III GENTLEMEN'S CLUB), DOE
CLUB OWNER, I-X, DOE EMPLOYER, I-X,
ROE CLUB OWNER, I-X, and ROE
EMPLOYER, I-X,

Defendants.

CASE NO.: A-14-709372-C

DEPT. NO.: XXXI

**PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT ON
DEFENDANTS COUNTERCLAIMS**

1 **PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT ON DEFENDANT'S**
2 **COUNTERCLAIMS**

3 Plaintiffs, individually and on behalf of all persons similarly situated, hereby move the
4 Honorable Court for an Order for Summary Judgment on Defendant's Counterclaims.

5 This Motion is based upon the following Memorandum of Points and Authorities and any
6 oral argument this Court may wish to entertain at the hearing of this Motion.

7 DATED this 10th day of April, 2017.

8 **MORRIS//ANDERSON**

9 By: /s/ Lauren Calvert

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YOU WILL PLEASE TAKE NOTICE that the foregoing **MOTION** will come on for hearing before the above entitled Court on the 11 day of MAY, 2017, at 9:30A __.m., or as soon thereafter as counsel can be heard.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs initiated this action against Defendant seeking unpaid wages pursuant to the Minimum Wage Amendment (“MWA”) and return of fees, fines, penalties, mandatory tip-outs and other monies of Plaintiffs unjustly retained by Crazy Horse III (the “Club”). Defendant’s counterclaims were brought with a retaliatory motive as an attempt to discourage any other dancers from asserting their right to wages under the MWA. Defendant’s counterclaims threaten to take from Plaintiffs and any other dancer who chooses to join in this action virtually all of the dance fees they received from customers, as well as threatens to require Plaintiffs and other participating dancers to pay the Defendant’s attorney fees and costs.

II. LEGAL STANDARD

Nevada Rule of Civil Procedure 56(a) provides that a party seeking to recover upon a claim may move for a summary judgment in the party’s favor upon all or any part thereof. *Burnett v. C.B.A. Sec. Servs.*, 107 Nev. 787, 788, 820 P.2d 750, 751 (1991). Summary judgment is appropriate where the pleadings and affidavits on file show that there exists no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. NRCP 56(c); *Montgomery v. Ponderosa Const., Inc.*, 101 Nev. 415, 705 P.2d 658 (1985). A genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for the non-moving party. *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d 438 (1993).

A party opposing a motion for summary judgment must set forth specific facts showing that there is a genuine issue for trial and the opponent must show that he can produce evidence at the trial to support his claim. *Van Cleave v. Keitz-Mill Mini Mart*, 97 Nev. 414, 633 P.2d 1220 (1981). Specific facts, rather than general allegations and conclusions, presenting a genuine issue of material fact must be shown to preclude summary judgment. *Bird v. Casa Royale W.*, 97 Nev. 67, 624 P.2d

1 17 (1981); *Wood v. Safeway*, 121 Nev. 724, 121 P.3d 1026 (2005) (more than “metaphysical” doubt
2 must be shown by the non-moving party in order to defeat a motion for summary judgment).
3 Conclusory statements do not create an issue of fact. *Bond v. Stardust, Inc.*, 82 Nev. 47, 410 P.2d
4 472 (1966). Nevada Rule of Civil Procedure 56(c) should not be regarded as a disfavored procedural
5 shortcut but instead an integral part of the Rules as a whole, which are designed to secure the just,
6 speedy and inexpensive determination of every action. *Butler v. Bogdanovich*, 101 Nev. 449, 451,
7 705 P.2d 662 (1985).

9 **III. FACTUAL BACKGROUND**

10 In conjunction with its Answer, Defendant asserted the following five counterclaims: (1)
11 breach of contract-offset, (2) breach of the implied covenant of good faith and fair dealing, (3)
12 conversion, (4) unjust enrichment, and (5) declaratory judgment. (Def.’s Ans. & Countercls. 22:7–
13 33:3). Defendant alleges it entered into an Entertainers Agreement (the “Agreement”) with
14 Plaintiffs, wherein Plaintiffs agreed that each was not Defendant’s employee and was “not entitled
15 to receive by law or pursuant to [the Agreement’s terms] any of the benefits or privileges” provided
16 to Defendant’s employees. (*Id.* 20:5–10). Defendant further alleges that as consideration for the
17 “privilege to perform at Crazy Horse III,” Plaintiff agreed to pay a “House Fee,” as stated in the
18 Agreement. (*Id.* 20:10–13).

21 Furthermore, Defendant alleges that in return for the payment of the House Fee, Plaintiffs
22 retained all the fees generated and gratuities paid to them by patrons of the Crazy Horse III for the
23 performance of individual dances. (*Id.* 20:14–17). Additionally, Defendant alleges that the
24 Agreement permitted Plaintiffs to “redeem ‘Dance Dollars’ issued to the patrons of Crazy Horse III
25 for a percentage fee based on the face value of the Dance Dollars redeemed.” (*Id.* 21:3–6). Defendant
26 argues that by bringing this suit, Plaintiffs now seek to repudiate the Agreement. (*Id.* 21:21–26).
27 Summary judgment should be granted in Plaintiffs’ favor on all of Defendant’s counterclaims, which
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1 rely on the faulty premise that Plaintiffs somehow “repudiated” a written agreement to be an
2 independent contractor.

3 **IV. ARGUMENT**

4 Not only are the Defendants’ counterclaims invalid because they are premised on
5 unenforceable contract language that purports to waive unalienable rights under the MWA, but the
6 Nevada Constitution explicitly prohibits such attempted reduction. “An employer shall not
7 discharge, reduce the compensation of or otherwise discriminate against any employee for using
8 any civil remedies to enforce this section or otherwise asserting his or her rights under this section.”
9 Nev. Const. art. XV, § 16(B). Courts have long held that employers are prohibited from bringing
10 counterclaims or third-party claims against any entity (and especially against its own employees),
11 for the purpose of reducing the employer’s liability for failure to pay wages. *See, e.g., Herman v.*
12 *RSR Sec. Services Ltd.*, 172 F.3d 132, 144 (1999) (2d Cir. 1999); *Martin v. Gingerbread House,*
13 *Inc.*, 977 F.2d 1405, 1408-09 (10th Cir. 1992); *Lyle v. Food Lion*, 954 F.2d 984, 987 (4th Cir.
14 1992); *LeCompte v. Chrysler Credit Corp.*, 780 F.2d 1260, 1264 (5th Cir. 1986) (“No cause of
15 action for indemnity by an employer against its employees who violate the [FLSA] appears in the
16 statute, nor in forty years of its existence has the Act been construed to incorporate such a theory.”);
17 *Villareal v. El Chile, Inc.*, 601 F.Supp.2d 1011, 1014-16 (N.D. Ill. Feb. 25, 2009). To rule otherwise
18 would frustrate the legislature’s purpose in enacting the Minimum Wage Amendment, since an
19 employer who believed that any violation of the statute’s minimum wage provisions could be
20 recovered from its employees would have a diminished incentive to comply with the statute. *See*
21 *Bailon v. Seok AM No. 1 Corp.*, 2009 WL 4884340, *3 (W.D. Wash. Dec. 9, 2009) (interpreting
22 FLSA)

23 In *Jones v. JGC Dallas LLC*, 2012 WL 4119570, *4 (N.D. Tx. Aug. 17, 2012), a case
24 directly on point here, the defendant men’s club also brought counterclaims for “breach of
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1 contract—offset” and “unjust enrichment—offset” against dancers who worked at the defendants’
2 strip club and sued seeking to recover unpaid minimum wage and overtime compensation. The
3 defendants argued, just like the Defendants in this case, that the dancers signed a contract which
4 allowed the dancers to retain a portion of the dance fees they received directly from customers, but
5 that “[i]n the event of their repudiation, the parties’ agreements required the plaintiffs to return all
6 dance fees earned by them to defendants.” *Id.*, at *1. The court in *Jones* dismissed the
7 counterclaims, relying on the holding in *Brennan v. Heard*, 491 F.2d 1, 4 (5th Cir. 1974), rev’d on
8 other grounds, *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988), where the Fifth Circuit
9 explained that:
10

11 The only economic feud contemplated by the FLSA involves the
12 employer’s obedience to minimum wage and overtime standards. To
13 clutter these proceedings with the minutiae of other employer-
14 employee relationships would be antithetical to the purpose of the
15 Act. Set-offs against back pay awards deprive the employee of the
16 ‘cash in hand’ contemplated by the Act, and are therefore
inappropriate in any proceeding brought to enforce the FLSA
minimum wage and overtime provisions....

17 Applying this reasoning, along with the warning in *Martin v. PepsiAmericas, Inc.*, 628 F.3d
18 738, (5th Cir. 2010), that courts should “look with disfavor on set-offs unless the money being set-
19 off can be considered wages that the employer pre-paid to the plaintiff-employee,” the court in
20 *Jones* dismissed the defendants’ counterclaims for breach of contract and unjust enrichment. *Id.* at
21 *4. The court reasoned that “the dance fees sought as a set-off do not represent wages pre-paid to
22 plaintiffs or wage obligations already fulfilled,” and moreover “[b]ecause plaintiffs claim that they
23 were not paid their minimum and overtime wages at all, any set-off allowed would result in their
24 final awards dropping below the statutory minimum.” *Id.* at *4. For the same reasons as in *Jones*,
25 and as the Second, Fourth, Fifth, and Tenth Circuits have held in the cases cited above, defendants’
26 counterclaims are prohibited and must be dismissed.
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1 In *Bill Johnson's Restaurants, Inc. v. NLRB*, 461 U.S. 731, 741 (1983), the Supreme Court
2 acknowledged in the analogous area of the National Labor Relations Act that “[a] lawsuit no doubt
3 may be used by an employer as a powerful instrument of coercion or retaliation,” since “an
4 employer can place its employees on notice that anyone who engages in such conduct is subjecting
5 himself to the possibility of a burdensome lawsuit.” Thus, the Supreme Court held that an employer
6 commits unlawful retaliation when (1) it files a lawsuit with a “retaliatory motive,” and (2) the
7 lawsuit “lacks a reasonable basis in fact or law.” *Id.*, at 748-49.

9 **1. Breach of Contract-Offset**

10 In Nevada, to succeed on a counterclaim for breach of contract a defendant must show: (1)
11 the existence of a valid contract; (2) that defendant performed or was excused from performance;
12 (3) that the plaintiff breached the terms of the contract; and (4) that the defendant was damaged as
13 a result of the breach. *Calloway v. City of Reno*, 993 P.2d 1259, 1263 (Nev. 2000) (“A breach of
14 contract may be said to be a material failure of performance of a duty arising under or imposed by
15 agreement.”) (quotations omitted); *see also Brochu v. Foote Enterprises, Inc.*, No. 55963, 2012
16 WL 5991571, at *5 (Nev. Nov. 29, 2012) (“To prove a breach of contract, the plaintiff must show
17 an existing valid agreement with the defendant, the defendant’s material breach, and damages.”).

18 The mere act of filing an action to enforce wage rights under the MWA cannot, by itself,
19 constitute an actionable breach of any contract or any state common law duty. The MWA, which
20 is a remedial statute that must be interpreted broadly, creates a private right of action for employees
21 to bring a civil action to recover unpaid minimum wage and overtime compensation on behalf of
22 themselves and other similarly situated individuals. *See, e.g., Washoe Med. Ctr., Inc. v. Reliance*
23 *Ins. Co.*, 112 Nev. 494, 496, 915 P.2d 288, 289 (1996); *see also Terry v. Sapphire Gentlemen’s*
24 *Club*, 130 Nev. Adv. Op. 87, 336 P.3d 951, 954 (2014), reh’g denied (Jan. 22, 2015). Therefore,
25 Plaintiffs cannot possibly breach a contractual agreement to be an independent contractor, *see*
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1 Answer, “Counterclaims” ¶¶ 47 and 49, or otherwise breach a state common law duty by asserting
2 their rights under the MWA, since any such contractual agreement is unenforceable. *Terry v.*
3 *Sapphire Gentleman's Club*, 336 P.3d 951, 958 (Nev. 2014) (economic realities, not contractual
4 labels, determines employment status for the remedial purposes of the MWA); *Rutherford Food*
5 *Corp. v. McComb*, 331 U.S. 722, 729 (1947); *Linebarger v. Devine*, 47 Nev. 67, 73, 214 P. 532,
6 534 (1923) (“when a contract is invalid or for any reason unenforceable, it necessarily follows that
7 no right of action exists for damages occasioned by the breach thereof”).
8

9 Here, while Defendant alleges that it entered into the agreements with Plaintiffs, and it
10 performed according to the terms of the contract, Defendant fails to establish that Plaintiffs
11 breached the terms of the contract. First, Defendant asserts that by merely claiming to be employees
12 under the MWA, Plaintiffs breached the terms of the Agreement. More specifically, Defendant
13 alleges that under the agreement’s terms, Plaintiffs represented, acknowledged, and agreed that
14 each was not an employee of Defendant and as such, was not entitled to receive any of the benefits
15 or privileges otherwise provided to Defendant’s employees. However, an employee’s rights to
16 minimum wage and overtime pay cannot be abridged by contract or otherwise waived because this
17 would nullify the purposes of the statute and thwart the legislative policies it was designed to
18 effectuate. *Barrentine v. Arkansas-Best Freight Sys., Inc.*, 450 U.S. 728, 740 (1981); *Terry*, 336
19 P.3d at 958. “[A]n agreement to pay less than the minimum wage requirements[] cannot be utilized
20 to deprive employees of their statutory rights.” *Id.* at 741 (*quoting Tennessee Coal, Iron & R. Co.*
21 *v. Muscoda Local No. 123*, 321 U.S. 590, 602–03 (1944)). As such, this alleged provision of the
22 agreement is invalid since it operates as an impermissible waiver of Plaintiffs’ rights under
23 Nevada’s wage laws. Accordingly, terms and conditions of the agreement which tend to abridge
24 or waive Plaintiffs’ employee rights cannot form the basis for a breach of contract counterclaim.
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1 Defendant's additional allegations do not save its claim either. Defendant alleges Plaintiffs
2 breached terms of the Agreement both by refusing to return dance fees paid to Plaintiff by Crazy
3 Horse III patrons and by refusing to return the cash value of the Dance Dollars that Plaintiff
4 redeemed, "since [Plaintiffs] now seek[s] to be deemed employees of [Defendant]." (Def.'s Ans.
5 & Countercls. 24:1–11). However, there exists not terms in the agreement providing that dance
6 fees or the cash value of Dance Dollars are Defendant's exclusive property which would be
7 returned to Defendant should the Court find that Plaintiffs are employees. Moreover, Defendant
8 has conceded it has no evidence supporting its affirmative defense of unclean hands, meaning it
9 has no basis for the proposition that Plaintiffs engaged in improper conduct in the matter in which
10 they are seeking relief. *See* Defendants' Supplemental Responses to First Set of Request for Produ
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12
13 Defendant also admitted in its Supplemental Response to Plaintiffs' First Set of Requests
14 for Production of Documents, it has no evidence to support its affirmative defense that "[s]ome or
15 all of Plaintiffs' claims are barred by the Doctrines of Set Off and Recoupment." *See Exhibit 1*,
16 8:18-9:6. Accordingly, because Defendant fails to properly allege that Plaintiffs breached the
17 agreement and any damages, Defendant's breach of contract counterclaim should be dismissed. To
18 the extent that Defendant bases its breach of contract counterclaim on Plaintiff seeking to be
19 declared an employee under the MWA, this counterclaim fails as a matter of law.
20

21 **2. Breach of the Implied Covenant of Good Faith and Fair Dealing**

22 To succeed on a counterclaim for breach of the implied covenant of good faith and fair
23 dealing, a defendant must show: (1) plaintiff and defendant were parties to an agreement; (2)
24 plaintiff owed a duty of good faith to the defendant; (3) plaintiff breached that duty by performing
25 in a manner that was unfaithful to the purpose of the contract; and (4) defendant's justified
26 expectations were denied. *Perry v. Jordan*, 900 P.2d 335, 338 (Nev. 1995). In Nevada, an implied
27 covenant of good faith and fair dealing exists in every contract. *Consol. Generator–Nevada, Inc.*
28

1 v. *Cummins Engine Co., Inc.*, 971 P.2d 1251, 1256 (Nev. 1998); see also *Nelson v. Heer*, 163 P.3d
2 420, 427 (Nev. 2007) (“[A]ll contracts impose upon the parties an implied covenant of good faith
3 and fair dealing, which prohibits arbitrary or unfair acts by one party that work to the disadvantage
4 of the other.”). A party may assert a claim for its breach “[w]here the terms of a contract are literally
5 complied with but one party to the contract deliberately countervenes [sic] the intention and spirit
6 of the contract.” *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 808 P.2d 919, 922–23 (Nev.
7 1991). However, “[a] claim for breach of the implied covenant will be dismissed as redundant
8 where the conduct allegedly violating the implied covenant is also the predicate for breach of
9 covenant of an express provision of the underlying contract.” *Icd Holdings S.A. v. Frankel*, 976
10 F.Supp. 234, 243–44 (S.D.N.Y. 1997).

13 Here, Defendant alleges that it entered into the agreements with Plaintiffs and that Plaintiffs
14 had a duty to comply at all times and in good faith with each term of the Agreement. (Def.’s Ans.
15 & Countercls. 25:5–12). Furthermore, Defendant alleges that Plaintiffs breached the duty of good
16 faith by accepting and retaining the benefits of the Agreement “while seeking to repudiate” and
17 “be declared an employee of Russell Road contrary to the express terms” of the Agreement. (*Id.*
18 25:13–18). However, seeking employee status cannot be characterized as a repudiation of the
19 agreement since, as discussed above, terms indicating that Plaintiffs are not Defendant’s employee
20 are impermissible waivers of Plaintiffs’ rights under state and federal wage laws. Because such
21 terms are invalid, Plaintiffs cannot have a duty to comply with them. Moreover, this claim is
22 indistinguishable from Defendant’s claim for breach of contract since the “unfaithful manner of
23 performance” equates to the alleged actual breach. Accordingly, Defendant’s counterclaim for
24 breach of the implied covenant of good faith and fair dealing fails to show a plausible claim for
25 relief as a matter of law.

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3. Conversion

A claim for conversion requires an allegation of “a distinct act of dominion wrongfully exerted over another’s personal property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title or rights.” *Evans v. Dean Witter Reynolds, Inc.*, 5 P.3d 1043, 1048 (Nev. 2000) (quoting *Wantz v. Redfield*, 326 P.2d 413, 414 (Nev. 1958)). The economic loss rule provides that a party suffering only economic loss from the breach of an express or implied contractual duty may not assert a tort claim for such breach absent an independent duty of care under tort law. *Terracon Consultants v. Mandalay Resort*, 125 Nev. 66, 72-73, 206 P.3d 81, 86 (2009). “Purely economic loss” has been defined as “the loss of the benefit of the user's bargain... including ... pecuniary damage for inadequate value... or consequent loss of profits, without any claim of personal injury or damage to other property.” *Calloway v. City of Reno*, 116 Nev. 250, 257, 993 P.2d 1259, 1263 (2000).

Here, Defendant alleges that in the event Plaintiffs are deemed Defendant’s employees, Plaintiffs are not entitled the dance fees and the cash value of Dance Dollars because these monies “are the exclusive personal property of Russell Road and not of its employees.” (Def.’s Ans. & Countercls. 26:21–26). However, Defendant also admits that the parties had an Agreement which provided that Plaintiffs retain such monies. (*Id.* 20:14–17). As such, Defendant cannot show that Plaintiffs’ retention of the monies was “inconsistent” or “in derogation” of Defendant’s rights. *See Evans*, 5 P.3d at 1048. Even if it had, the economic loss doctrine bars the tort claim because there is no accompanying personal injury or property damage to its alleged economic loss resulting from Plaintiffs’ alleged contractual breach (i.e., a claim for conversion seeking recoupment of cash not actionable). Moreover, Defendant fails to acknowledge that it willingly and voluntarily bought back from Plaintiffs their Dance Dollars for actual cash at regularly scheduled intervals, subject of course to a 10% penalty. Defendant’s interpretation of this redemption charade or ritual as an

1 “distinct act of dominion” over its property is ludicrous. Had the Dance Dollars truly been the
2 exclusive property of the Club, it would have no need to regularly redeem them from the Dancers
3 for 90% of their face value.

4 Because Plaintiffs’ retention of dance fees and the cash value of Dance Dollars is pursuant
5 to the agreement, Defendant cannot establish a wrongful dominion nor has it alluded to facts that
6 signify the monies were exclusively Defendant’s personal property at the time of retention.
7 Defendant’s Counterclaim for Conversion therefore fails as a matter of law and judgment in favor
8 of Plaintiffs should be entered.

10 **4. Unjust Enrichment**

11 “The doctrine of unjust enrichment ‘applies to situations where there is no legal contract
12 but where the person sought to be charged is in possession of money or property which in good
13 conscience and justice he should not retain but should deliver to another [or should pay for].’”
14 *Leasepartners Corp v. Robert L. Brooks Trust*, 942 F.2d 182, 187 (Nev. 1997) (quoting 66 Am.
15 Jur. 2d *Restitution* § 11 (1973)). In Nevada, the elements of an unjust enrichment counterclaim are
16 a benefit conferred on the plaintiff by the defendant, appreciation by the plaintiff of such benefit,
17 and acceptance and retention by the plaintiff of such benefit under circumstances such that it would
18 be inequitable for the plaintiff to retain the benefit without payment. *See Unionamerica Mtg. v.*
19 *McDonald*, 626 P.2d 1272, 1273 (Nev. 1981) (citations omitted).

22 “Unjust enrichment claims do not lie simply because one party benefits from the efforts or
23 obligations of others, but instead it must be shown that a party was unjustly enriched in the sense
24 that the term unjustly could mean illegally or unlawfully.” *ServiceMaster of St. Cloud v. GAB Bus.*
25 *Servs., Inc.*, 544 N.W.2d 302, 306 (Minn. 1996). Thus, to prevail on such a claim, a plaintiff must
26 demonstrate that unjust enrichment occurred through conduct that was “illegal or unlawful.” *First*
27 *Nat’l Bank v. Ramier*, 311 N.W.2d 504 (Minn. 1981). An action based on a theory of unjust
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1 enrichment is not available when there is an express, written contract, because no agreement can
2 be implied when there is an express agreement. *Leasepartners Corp. v. Robert L. Brooks Trust*
3 *Dated November 12, 1975*, 113 Nev. 747, 755-56, 942 P.2d 182, 187 (Nev. 1997); *see also* 66
4 Am.Jur.2d Restitution § 6 (1973); *see also* *Lipshie v. Tracy Investment Co.*, 93 Nev. 370, 379, 566
5 P.2d 819, 824 (1977) (“To permit recovery by quasi-contract where a written agreement exists
6 would constitute a subversion of contractual principles.”).

8 Defendant speculates that ‘if’ it had hired Plaintiffs as employees instead of entering
9 “independent contractor” agreements with them, Defendant would have elected to retain all of the
10 dance fees for itself and only pay its dancers a flat hourly wage. However, such speculation is
11 irrelevant and ignores the fact that in the event the Court finds that Plaintiffs were misclassified as
12 independent contractors, then they were hired by Defendant as employees, and Defendant cannot
13 *ex post facto* revise how it would have paid its dancers had it known they were employees. *Somers*
14 *v. Converged Access, Inc.*, 911 N.E.2d 739, 749 (Mass. 2009) (rejecting defendant’s argument that
15 “had it realized that it would be violating [a wage law] by hiring the plaintiff as an independent
16 contractor, it instead would have hired him as an employee and paid him a lower hourly wage than
17 the hourly rate it paid him as an independent contractor.”); *Norceide v. Cambridge Health Alliance*,
18 814 F.Supp.2d 17, 24 fn. 5 (D. Mass. 2011).

21 Defendant’s decision to enter into “independent contractor” agreements with each of its
22 dancers was in contravention of well-settled law that dancers are employees. Therefore, when the
23 Court finds that Defendant misclassified Plaintiffs as independent contractors, it will not be
24 Plaintiffs who engaged in illegal or unlawful conduct, but rather Defendant. Further, in such event,
25 Defendant would have no right to reimagine how it would have preferred to pay its dancers if it
26 knew they were actually employees, and Defendant therefore has no claim in this case to recover
27 any dance fees or dance dollars that the parties previously agreed would be retained by the dancers.
28

1 Any other result would allow employers to penalize employees for bringing wage actions under
2 the MWA.

3 Moreover, Nevada law excludes tips from the calculation of an employee's minimum
4 wages. *Dancer I-VII v. Golden Coin, Ltd.*, 124 Nev. 28, 32-34, 176 P.3d 271, 274-75 (2008). NRS
5 608.160 explicitly prohibits employers from taking their employees' tips. "The evident purpose and
6 proper interpretation of the statute is that it was enacted to prevent the taking of tips by an employer
7 for the benefit of the employer." *Alford v. Harolds Club*, 99 Nev. 670, 673, 669 P.2d 721, 723
8 (1983) (*quoting Moen v. Las Vegas International Hotel Inc.*, 402 F.Supp. 157, 160 (D.Nev.1975)).
9 "[E]mployees are not to be deprived of the benefits of the Act simply because they are well paid."
10 *Barrentine v. Arkansas-Best Freight Sys., Inc.*, 450 U.S. 728, 740 n.18 (1981) (*quoting Jewell*
11 *Ridge Coal Corp.*, 325 U.S. at 167)); *Lanzetta*, 763 F. Supp. at 623 (awarding back wages to
12 plaintiff employee who had expressly agreed to work solely for tips, even though the evidence at
13 trial showed she had been paid substantially more than the minimum wage in tips).
14

15 Here, Defendant alleges that it relied on terms of the agreement in which Plaintiffs
16 acknowledged and agreed that each was not Defendant's employee, and based on this reliance,
17 Defendant permitted Plaintiffs to retain dance fees and a portion of the cash value of Dance Dollars.
18 (Def.'s Ans. & Countercls. 28:1–10). Defendant further alleges that in the event Plaintiffs are
19 deemed Defendant's employees, then Plaintiffs have been unjustly enriched to Defendant's
20 detriment by retaining the dance fees and the cash value of Dance Dollars that Plaintiffs, as
21 Defendant's employees, would not be entitled to retain. (*Id.* 28:10–20).
22

23 Defendant, however, does not provide sufficient facts to support its allegation that Plaintiffs
24 would not be entitled to retain such monies, should Plaintiffs be deemed Defendant's employees.
25 Indeed, it concedes it has no evidence to support its affirmative defense of unjust enrichment. *See*
26 **Exhibit 1**, 11:18-12:6. As currently pled, this unjust enrichment counterclaim is premised on the
27
28

1 same arguments as the counterclaims addressed above, and for that reason cannot succeed. To rule
2 otherwise would allow Defendant to circumvent comprehensive wage laws that are intended to
3 protect all individuals performing covered work, and would undermine the deterrent role of the
4 MWA.
5

6 Defendant most glaringly founders on the basic element of unjust enrichment, namely, the
7 requirement that the dancers have benefitted at the Club's expense. As explained above, monies
8 dancers retained came not from the Club, but from customers. These monies were not, in any sense,
9 the property of the Club. *See Exhibit 1*, 9:7-23 (conceding no evidence supports Defendant's
10 affirmative defense of unclean hands or that Plaintiffs engaged in improper conduct in the matter
11 in which they are seeking relief). The Club may not pursue a claim of unjust enrichment, because
12 the performance fees and/or tips did not come from the Club, and it bore the risk of claiming,
13 wrongly, that Dancers were anything other than employees. Accordingly, Defendant has not
14 sufficiently pled a counterclaim for unjust enrichment and it judgement should be entered in favor
15 of Plaintiffs.
16

17 **5. Declaratory Judgment**

18 Defendant's fifth claim for relief requests a declaratory judgment under N.R.S. § 30.040(1)
19 "determining that the [agreement] with [Plaintiffs] is valid and enforceable and each [Plaintiff] was
20 not an employee of [Defendant]." (Def.'s Ans. & Countercls. 29:25–28). Under Nevada law,
21 actions for declaratory judgment may be maintained pursuant to Nev. Rev. Stat. § 30.040(1), which
22 provides any person interested "under a written contract or other writings constituting a contract"
23 may have determined any question of construction or validity arising under the instrument or
24 contract and obtain a declaration of rights, status or other legal relations thereunder.
25
26

27 However, the court may refuse to render or enter a declaratory judgment or decree where
28 such judgment or decree would not terminate the uncertainty or controversy giving rise to the

1 proceeding. NRS 30.080. "The purpose of a declaratory judgment action . . . is to quiet and stabilize
2 legal relations and thereby provide a remedy in a case or controversy where there is still an
3 opportunity for peaceable judicial settlement." *Ad Craft, Inc. v. Area Plan Comm'n of Evansville*
4 *and Vanderburgh County*, 716 N.E.2d 6, 15-16, 1999 Ind. App. LEXIS 1386, 26 (1999). Therefore,
5 a court should dismiss such counterclaims when they will be rendered moot by adjudication of the
6 main action. *Principal Life Ins. Co. v. Lawrence Rucker 2007 Ins. Trust*, 674 F.Supp.2d 562, 566
7 (D.Del. 2009).

9 Here, Defendant alleges that it entered into the agreement with Plaintiffs, thereby alleging
10 it is an "interested party" to a written contract under N.R.S. § 30.040(1) Defendant further alleges
11 that a question exists as to the validity of the Agreement, "since Plaintiff now seeks to repudiate"
12 the Agreement's terms and be declared an employee entitled to the benefits and privileges afforded
13 to such employees under the MWA. (*Id.* 29:17–21). Plaintiffs maintain the agreements were signed
14 under procedurally unconscionable terms and that they did not assent or agree to the terms
15 Defendant purports the agreements contain.

17 Defendant's counterclaim for declaratory judgment therefore envelopes the issues in the
18 underlying claims and defenses of both parties, which will be resolved at the time of trial. The
19 declaratory judgment counterclaim is in fact redundant, and it will be rendered moot by
20 adjudication of the main action. *See Principal Life Ins. Co. v. Lawrence Rucker 2007 Ins. Trust*,
21 674 F.Supp.2d 562, 566 (D.Del. 2009). The purposes for which the declaratory relief are sought
22 are merely restatements or duplicative of the majority of Defendant's defenses, and as such, will
23 again be resolved upon adjudication of the underlying claims.

25 Moreover, any declaration as to the legal effect of signing the agreements will not terminate
26 the controversy giving rise to this lawsuit because Plaintiffs' underlying claims pursuant to the
27
28

1 MWA will be unaffected. Economic realities, not labels, determine the true status of Plaintiffs'
2 work for Defendant. Because of this, summary judgment is properly entered in favor of Plaintiffs.

3 **V. CONCLUSION**

4 For the foregoing reasons, Plaintiffs respectfully request that this Court enter an Order
5 Granting Summary Judgment in Plaintiffs' Favor on Defendant's Counterclaims in this matter.
6

7 DATED this 10th day of April, 2017.

8 **MORRIS//ANDERSON**

9 By: /s/ Lauren Calvert

10 **RYAN M. ANDERSON, ESQ.**

Nevada Bar No.: 11040

11 **LAUREN CALVERT, ESQ.**

Nevada Bar No.: 10534

12 716 S. Jones Blvd.

13 Las Vegas, Nevada 89107

14 **P. ANDREW STERLING, ESQ.**

Nevada Bar No.: 13769

15 **MICHAEL J. RUSING, ESQ.**

16 AZ Bar No.: 6617 (*Admitted Pro Hac Vice*)

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17 6363 N. Swan Road, Ste. 151

18 Tucson, AZ 85718

19 *Attorneys for Plaintiffs*

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of **MORRIS ANDERSON**, and on the 10th day of April, 2017, I served the foregoing ***PLAINTIFFS'*** ***MOTION FOR SUMMARY JUDGMENT ON DEFENDANT'S COUNTERCLAIMS*** as follows:

- ☒ Electronic Service – By serving a copy thereof through the Court’s electronic service system; and/or
- ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
- ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service.

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Las Vegas, Nevada 89101

Attorneys for Defendants

/s/ Erickson Finch
An employee/agent of **MORRIS//ANDERSON**

EXHIBIT “1”

1 **RESP**
2 **JEFFERY A. BENDAVID, ESQ.**
3 Nevada Bar No. 6220
4 **STEPHANIE J. SMITH, ESQ.**
5 Nevada Bar No. 11280
6 **MORAN BRANDON BENDAVID MORAN**
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7 **GREGORY J. KAMER, ESQ.**
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9 **KAITLIN H. ZIEGLER, ESQ.**
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11 **KAMER ZUCKER ABBOTT**
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14 (702) 259-8640
15 *Attorneys for Russell Road Food and Beverage, LLC*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 JACQUELINE FRANKLIN, ASHLEIGH)
16 PARK, LILY SHEPARD, STACIE ALLEN,) Case No.: A-14-709372-C
17 MICHAELA DIVINE, VERONICA VAN)
18 WOODSEN, SAMANTHA JONES,) Dept. No.: 31
19 KARINA STRELKOVA, LASHONDA,)
20 STEWART, DANIELLE LAMAR, and)
21 DIRUBIN TAMAYO, individually,)
22 and on behalf of a class of similarly)
23 situated individuals,)

24 Plaintiffs,)

25 vs.)

26 RUSSELL ROAD FOOD AND)
27 BEVERAGE, LLC, a Nevada limited)
28 Liability company (d/b/a CRAZY)
HORSE III GENTLEMEN'S CLUB),)
DOE CLUB OWNER, I-X,)
ROE CLUB OWNER, I-X, and)
ROE EMPLOYER, I-X,)

29 Defendants.)

30 **AND RELATED COUNTERCLAIMS**



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1 **DEFENDANT/COUNTERCLAIMANT, RUSSELL ROAD FOOD AND BEVERAGE,**
2 **LLC'S SUPPLEMENTAL RESPONSES AND OBJECTIONS TO PLAINTIFFS'**
3 **FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS**

4 TO: Plaintiffs, Jacqueline Franklin, Ashleigh Park, Lily Shepard, Stacie Allen, Michaela
5 Divine, Veronica Van Woodsen, Samantha Jones, Karina Strelkova, Lashonda
6 Stewart, Danielle Lamar, and Dirubin Tamayo (collectively, the "Plaintiff"); and

7 TO: Ryan M. Anderson, Esq., and Daniel R. Price, Esq., Morris//Anderson, Attorneys
8 for Plaintiffs.

9 COMES NOW, Defendant/Counterclaimant, RUSSELL ROAD FOOD AND
10 BEVERAGE, LLC, a Nevada limited liability, dba CRAZY HORSE III GENTLEMEN'S
11 CLUB (the "Defendant"), by and through its attorneys of record, JEFFERY A.
12 BENDAVID, ESQ., and STEPHANIE J. SMITH, ESQ. of MORAN BRANDON
13 BENDAVID MORAN, GREGORY J. KAMER, ESQ., and KAITLIN H. ZIELGER, ESQ.,
14 of KAMER ZUCKER ABBOTT, and hereby submits pursuant to N.R.C.P. 34,
15 DEFENDANT'S SUPPLEMENTAL RESPONSES AND OBJECTIONS TO PLAINTIFFS'
16 FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS NOS. 17-35.

17 **GENERAL OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

18 1. Defendant objects to the instructions and definitions accompanying
19 Plaintiff's Requests for the Production of Documents to the extent they seek to expand or
20 modify Defendant's obligations under the Nevada Rules of Civil Procedure.

21 2. Defendant objects to Plaintiff's definition of and instructions regarding the
22 terms "You" and "Your" as it pertains to the pursuit of information that is privileged from
23 discovery by the attorney-client communications privilege, the attorney work product
24 doctrine, and the consulting-only expert privilege.

25 3. Defendant objects to Plaintiff's definition of and instructions regarding the
26 terms "You" and "Your" as it pertains to the pursuit of information concerning the owners
27
28



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1 and principals of Defendant, who are not named Defendants in this matter and as a matter of
2 Nevada law cannot be liable to Plaintiff for the claims asserted by Plaintiff in Plaintiff's
3 Complaint against Defendant.

4 4. Defendant objects to Plaintiff's definition of and instructions regarding the
5 term "Dancer," as it pertains to any individual who performed at Defendant's Crazy Horse
6 III club as an erotic dancer who is not a named party to this action. The information
7 provided by Defendant in response to Plaintiff's Requests shall only involve those
8 "Dancers" who performed at Defendant's Crazy Horse III club as an exotic dancer who are
9 individually named as a Plaintiff in this matter.
10

11 5. Defendant objects to the Requests for the Production of Documents to the
12 extent they seek information protected, privileged, or otherwise exempt from discovery
13 pursuant to applicable state statutes, the Nevada Rules of Civil Procedure, or any other
14 applicable rule, decision, or law. Specifically, and without limitation, Defendant objects to
15 the disclosure of any information protected by the attorney-client privilege, work product
16 doctrine, consulting-only expert privilege, trade secret privilege, or any other applicable
17 privilege, doctrine, or exemption that would make the information immune or exempt from
18 discovery. Nothing contained in these objections is intended to be nor should be considered
19 a waiver of the attorney-client privilege, the work product doctrine, consulting-only expert
20 privilege, trade secret privilege, or any other applicable privilege or doctrine, and to the
21 extent that any Request for the Production of Documents may be construed as calling for
22 disclosure of information and the identity of documents protected by such privileges or
23 doctrines, a continuing objection to each and every Request for the Production of
24 Documents is hereby made.
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1 6. Defendant objects to the Requests for the Production of Documents to the
2 extent they are irrelevant, immaterial, not reasonably calculated to lead to the discovery of
3 relevant and admissible evidence, and are unduly burdensome and oppressive because they
4 seek information on matters unrelated to the subject matter of the present lawsuit.
5

6 7. Defendant objects to the Requests for the Production of Documents to the
7 extent they seek information available from public sources and, as such, subject Defendant
8 to undue burden and oppression.

9 8. Defendant objects to the Requests for the Production of Documents to the
10 extent they seek disclosure of confidential commercial, financial, and/or proprietary
11 information without establishing the relevancy of such information to the issues raised in
12 this litigation.
13

14 9. Defendant objects to the phrase "relevant time period," to the extent that
15 Plaintiff's pursuit of information within the time period of November 4, 2010 to present as
16 specified in Plaintiff's Definition AND Instruction No. 1. Specifically, Defendant objects to
17 the Requests for the Production of Documents to the extent they seek the disclosure of
18 information outside the two (2) year statute of limitation prescribed by NRS 608.260, which
19 the Court previously has deemed applicable in its Order filed on June 25, 2015, and the
20 Nevada Supreme Court's decision in *See Perry v. Terrible Herbst, Inc.*, 132 Nev. Adv. Op.
21 75, (October 27, 2016). The information provided by Defendant in response to Plaintiff's
22 Requests for the Production of Documents shall only involve those events, actions,
23 instances, times, and dates occurring within the prescribed two (2) year statute of limitation.
24
25

26 10. Defendant objects, as irrelevant, to the Requests to the extent that Plaintiff
27 seeks information from Defendant on behalf of those similarly situated as Plaintiff's Third
28



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1 Amended Complaint fails to make a prima facie showing in her Third Amended Complaint
2 of the prerequisites of N.R.C.P. 23, and therefore has failed to meet her initial burden to
3 demonstrate that the discovery sought are likely to produce persuasive information
4 substantiating her class action allegations.
5

6 11. Defendant objects to Plaintiff's Requests for the Production of Documents to
7 the extent that Plaintiff seeks information that would invade the privacy of any individual or
8 entity not a party to this action.

9 **OBJECTIONS AND RESPONSES TO SPECIFIC REQUESTS**

10 **REQUEST NO. 17:**

11 All documents supporting your denial of Paragraph 35 of Plaintiffs' Third Amended
12 Class Action Complaint.
13

14 **RESPONSE TO REQUEST NO. 17:**

15 Defendant objects to this Request as overbroad and unduly burdensome as
16 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
17 seeking "all documents" that support Defendant's denial of Paragraph 35 of Plaintiff's
18 Third Amended Complaint. As a matter of law, such a blockbuster Request for the
19 Production of Documents as served by Plaintiff is overbroad and imposes an undue
20 burden on Defendant. *See e.g., In re Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D.
21 Nev. Bkr. July 25, 2014) (citing *Bat v. A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist.
22 LEXIS 47995 *11 (D. Colo. Nov. 18, 2005); and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-
23 87 (D. Kan. 1997).
24
25

26 Paragraph 35 of Plaintiff's Third Amended Complaint alleges that the
27 Defendant willfully refused to pay wages due and payable to Plaintiff when demanded.
28



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1 Although Plaintiff has asserted this conclusory allegation, none of Plaintiff's asserted
2 claims are concerned or require a determination of any "willful" act on the part of
3 Defendant. *See generally*, Third Amended Complaint. Instead, Plaintiff has only
4 asserted allegations and claims based on the singular allegation that Plaintiff was an
5 employee of Defendant who did not receive Nevada's Minimum Wage for work
6 performed at Defendant's Crazy Horse III club allegedly in violation of Nevada's
7 Minimum Wage Amendment. *See Id.* No "willful" act on the part of Defendant is
8 required for Plaintiff to demonstrate this claim or to recover on such a claim. *See NRS*
9 *608.260.*
10

11
12 The only admissible evidence that Plaintiff's Request could lead to the discovery
13 of is whether Defendant had prior knowledge of its obligation to pay Nevada's
14 Minimum Wage to Plaintiff and "willfully" refused to do so. Such admissible evidence
15 can only be utilized as part of prayer for punitive damages. However, Plaintiff's
16 prayer for punitive damages has already been struck from Plaintiff's Complaint since
17 a claim for the payment of Nevada's minimum wage does not sound in tort. *See Order*
18 *Granting in Part and Denying Part Defendant's Motion to Dismiss and Granting*
19 *Defendant's Motion to Strike Prayer for Exemplary and Punitive Damages dated June*
20 *25, 2015.* As such, no documents pertaining to Defendant's denial of Paragraph 35
21 would be admissible since Plaintiff still has not asserted any claim or prayer that
22 requires such information. Therefore, Plaintiff's Request is irrelevant.
23
24

25 Since Discovery is ongoing, Defendant reserves the right supplement its
26 Response to this Request.
27
28



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1 **REQUEST NO. 18:**

2 All documents that support the Fifth Affirmative Defense plead in Your Answer to
3 Plaintiffs' Third Amended Class Action Complaint.

4 **RESPONSE TO REQUEST NO. 18:**

5
6 Defendant objects to this Request as overbroad and unduly burdensome as
7 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
8 seeking "all documents" that support Defendant's Fifth Affirmative Defense. As a
9 matter of law, such a blockbuster Request for the Production of Documents as served
10 by Plaintiff is overbroad and imposes an undue burden on Defendant. *See e.g., In re*
11 *Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat v.*
12 *A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18, 2005);
13 and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

14
15 Defendant will also abandon its affirmative defense of Waiver, as such no
16 supporting documents need to be produced regarding that affirmative defense.
17 However, it reserves the right to re-add this affirmative defense if any additional
18 amendments to the Third Amended Class Action Complaint give rise to this defense,
19 and/or if additional facts evidence a need for Defendant to amend its Answer. Since
20 Discovery is ongoing, Defendant reserves the right supplement its Response to this
21 Request.

22
23 Without waiving and subject to said objections and qualifications, with respect
24 to the affirmative defense of estoppel, Defendant refers to the Entertainers Agreement
25 produced by Defendant, Bates No. RR0043-0047. Since Discovery is ongoing,
26 Defendant reserves the right supplement its Response to this Request.



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1 **REQUEST NO. 19:**

2 All documents that support the Eighth Affirmative Defense plead in Your Answer to
3 Plaintiffs' Third Amended Class Action Complaint.

4 **RESPONSE TO REQUEST NO. 19:**

5 Defendant objects to this Request as overbroad and unduly burdensome as
6 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
7 seeking "all documents" that support Defendant's Eighth Affirmative Defense. As a
8 matter of law, such a blockbuster Request for the Production of Documents as served
9 by Plaintiff is overbroad and imposes an undue burden on Defendant. *See e.g., In re*
10 *Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat v.*
11 *A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18, 2005);
12 and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

13
14 Without waiving the foregoing objections, Defendant responds that it has no
15 responsive documents to this request at this time.

16 Since Discovery is ongoing, Defendant reserves the right supplement its
17 Response to this Request.

18 **REQUEST NO. 20:**

19 All documents that support the Tenth Affirmative Defense plead in Your Answer to
20 Plaintiffs' Third Amended Class Action Complaint.

21 **RESPONSE TO REQUEST NO. 20:**

22 Defendant objects to this Request as overbroad and unduly burdensome as
23 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
24 seeking "all documents" that support Defendant's Tenth Affirmative Defense. As a
25 matter of law, such a blockbuster Request for the Production of Documents as served
26 by Plaintiff is overbroad and imposes an undue burden on Defendant. *See e.g., In re*
27 *Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat v.*
28



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1 *A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18, 2005);
2 and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

3 Defendant has no responsive documents at this time, or until Plaintiff provides
4 more evidence regarding damages.

5 Since Discovery is ongoing, Defendant reserves the right supplement its
6 Response to this Request.

7 **REQUEST NO. 21:**

8 All documents that support the Eleventh Affirmative Defense plead in Your Answer
9 to Plaintiffs' Third Amended Class Action Complaint.

10 **RESPONSE TO REQUEST NO. 21:**

11 Defendant objects to this Request as overbroad and unduly burdensome as
12 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
13 seeking "all documents" that support Defendant's Eleventh Affirmative Defense. As a
14 matter of law, such a blockbuster Request for the Production of Documents as served
15 by Plaintiff is overbroad and imposes an undue burden on Defendant. *See e.g., In re*
16 *Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat v.*
17 *A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18, 2005);
18 and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

19 Defendant has no responsive documents at this time, or until Plaintiff provides
20 more evidence regarding damages.

21 Since Discovery is ongoing, Defendant reserves the right supplement its
22 Response to this Request.

23 **REQUEST NO. 22:**

24 All documents that support the Twelfth Affirmative Defense plead in Your Answer
25 to Plaintiffs' Third Amended Class Action Complaint.

26 ///

27 ///



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1 **RESPONSE TO REQUEST NO. 22:**

2 Defendant will abandon its affirmative defense of the "Doctrine of Consent."
3 However, it reserves the right to re-add this affirmative defense if any additional
4 amendments to the Third Amended Class Action Complaint give rise to this defense,
5 and/or if additional facts evidence a need for Defendant to amend its Answer. Since
6 Discovery is ongoing, Defendant reserves the right supplement its Response to this
7 Request.

8 **REQUEST NO. 23:**

9 All documents that support the Thirteenth Affirmative Defense plead in Your
10 Answer to Plaintiffs' Third Amended Class Action Complaint.

11 **RESPONSE TO REQUEST NO. 23:**

12 Defendant objects to this Request as overbroad and unduly burdensome as
13 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
14 seeking "all documents" that support Defendant's Thirteenth Affirmative Defense. As
15 a matter of law, such a blockbuster Request for the Production of Documents as served
16 by Plaintiff is overbroad and imposes an undue burden on Defendant. *See e.g., In re*
17 *Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat v.*
18 *A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18, 2005);
19 and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997)).
20

21 Without waiving and subject to the foregoing objections, Defendant refers
22 Plaintiffs to the Entertainers Agreement, Bates No. RR0043-0047. Since Discovery is
23 ongoing, Defendant reserves the right supplement its Response to this Request.

24 **REQUEST NO. 24:**

25 All documents that support the Seventeenth Affirmative Defense plead in Your
26 Answer to Plaintiffs' Third Amended Class Action Complaint.



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BENDAVID MORAN
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1 **RESPONSE TO REQUEST NO. 24:**

2 Defendant objects to this Request as overbroad and unduly burdensome as
3 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
4 seeking "all documents" that support Defendant's Seventeenth Affirmative Defense.
5 As a matter of law, such a blockbuster Request for the Production of Documents as
6 served by Plaintiff is overbroad and imposes an undue burden on Defendant. *See e.g.,*
7 *In re Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat*
8 *v. A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18,
9 2005); and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

10 Plaintiffs have not obtained class certification yet, and as such, it is unclear whether all
11 individuals can constitute adequate class representatives. Defendant, after conducting
12 a good faith search of its records, cannot find documents evidencing supporting
13 Plaintiff Dirubin Tamayo having performed on Defendant's premises. Defendant also
14 refers Plaintiff to RR610, and RR0616, Summary of Log In/Log Out documents of
15 Stacie Allen and Michaela Moore respectively. Since Discovery is ongoing, Defendant
16 reserves the right supplement its Response to this Request.

17 **REQUEST NO. 25:**

18 All documents that support the Twenty-Fourth Affirmative Defense plead in Your
19 Answer to Plaintiffs' Third Amended Class Action Complaint.

20 **RESPONSE TO REQUEST NO. 25:**

21 Defendant objects to this Request as overbroad and unduly burdensome as
22 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
23 seeking "all documents" that support Defendant's Twenty-Fourth Affirmative
24 Defense. As a matter of law, such a blockbuster Request for the Production of
25 Documents as served by Plaintiff is overbroad and imposes an undue burden on
26 Defendant. *See e.g., In re Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July
27
28



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1 25, 2014) (*citing Bat v. A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D.
2 Colo. Nov. 18, 2005); and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

3 Defendant does not currently have documents responsive to this Request. Since
4 Discovery is ongoing, Defendant reserves the right supplement its Response to this
5 Request.

6 **REQUEST NO. 26:**

7 All documents that support the Twenty-Seventh Affirmative Defense plead in Your
8 Answer to Plaintiffs' Third Amended Class Action Complaint.

9 **RESPONSE TO REQUEST NO. 26:**

10 Defendant objects to this Request as overbroad and unduly burdensome as
11 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
12 seeking "all documents" that support Defendant's Twenty-Seventh Affirmative
13 Defense. As a matter of law, such a blockbuster Request for the Production of
14 Documents as served by Plaintiff is overbroad and imposes an undue burden on
15 Defendant. *See e.g., In re Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July
16 25, 2014) (*citing Bat v. A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D.
17 Colo. Nov. 18, 2005); and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

18 Defendant has no documents regarding whether Plaintiffs mitigated their
19 alleged damages at this time. Defendant has served discovery responses and is waiting
20 for Plaintiffs' respective responses. Since Discovery is ongoing, Defendant reserves the
21 right supplement its Response to this Request.

22 **REQUEST NO. 27:**

23 All documents that support the Twenty-Eighth Affirmative Defense plead in Your
24 Answer to Plaintiffs' Third Amended Class Action Complaint.

25 **RESPONSE TO REQUEST NO. 27:**

26 Defendant will abandon its affirmative defense of the "Principle of Payment."
27 See also Response to Request No. 22.
28



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1 **REQUEST NO. 28:**

2 All documents that support the Thirtieth Affirmative Defense plead in Your Answer
3 to Plaintiffs' Third Amended Class Action Complaint.

4 **RESPONSE TO REQUEST NO. 28:**

5 See Defendant's Response to Request No. 24.

6 **REQUEST NO. 29:**

7 All documents that support the Thirty-First Affirmative Defense plead in Your
8 Answer to Plaintiffs' Third Amended Class Action Complaint.

9 **RESPONSE TO REQUEST NO. 29:**

10 See Defendant's Response to Request No. 24.

11 **REQUEST NO. 30:**

12 All documents that support the Thirty-Fifth Affirmative Defense plead in Your
13 Answer to Plaintiffs' Third Amended Class Action Complaint.

14 **RESPONSE TO REQUEST NO. 30:**

15 Defendant objects to this Request as overbroad and unduly burdensome as
16 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
17 seeking "all documents" that support Defendant's Thirty-Fifth Affirmative Defense.
18 As a matter of law, such a blockbuster Request for the Production of Documents as
19 served by Plaintiff is overbroad and imposes an undue burden on Defendant. *See e.g.,*
20 *In re Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat*
21 *v. A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18,
22 2005); and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997)).

23 Defendant further objects to this Request as a "contentious" Request for the
24 Production of Documents. This specific Request is premature and Defendant's
25 response to this Request should be deferred until any determination that any
26 individual Plaintiff was an employee of Defendant is made. *See e.g., In Re Convergent*
27
28



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1 *Technologies Sec. Litig.*, 180 F.R.D. 328, 332-33 (N.D. Cal 1985). Since Discovery is
2 ongoing, Defendant reserves the right supplement its Response to this Request.

3 **REQUEST NO. 31:**

4 All documents that support Your allegation that the amount of "Dance Fees" paid by
5 patrons to Dancers and the amount of "Dance Dollars" redeemed by each Dancer, exclusive
6 of any gratuities paid by patrons, far exceeded the minimum wage required under Nevada
7 law, as alleged in Paragraph 31 of Your Counterclaims.

8 **RESPONSE TO REQUEST NO. 31:**

9 Defendant objects to this Request as overbroad and unduly burdensome as
10 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
11 seeking "all documents" supporting Defendant's allegation that the amount of "Dance
12 Fees" paid by patrons and the amount of "Dance Dollars" redeemed by Plaintiff,
13 exclusive of any gratuities paid by patrons, far exceeded Nevada's Minimum Wage. As
14 a matter of law, such a blockbuster Request for the Production of Documents as served
15 by Plaintiff is overbroad and imposes an undue burden on Defendant. *See e.g., In re*
16 *Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat v.*
17 *A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18, 2005);
18 and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

19 Defendant has no documents at this time, as it is awaiting discovery responses
20 served on Plaintiffs. Plaintiffs have also not provided information regarding specific
21 sums of money they earned from their performances on Defendant's premises.

22 Since Discovery is ongoing, Defendant reserves the right supplement its
23 Response to this Request.

24 **REQUEST NO. 32:**

25 All documents that support Your allegation that You have been damaged by Dancers
26 in an amount in excess of \$10,000 as alleged in Paragraph 54 of Your Counterclaims.
27
28



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1 **RESPONSE TO REQUEST NO. 32:**

2 Defendant objects to this Request as overbroad and unduly burdensome as
3 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
4 seeking "all documents" supporting Defendant's allegation that it was damaged by
5 Plaintiff in excess of \$10,000. As a matter of law, such a blockbuster Request for the
6 Production of Documents as served by Plaintiff is overbroad and imposes an undue
7 burden on Defendant. *See e.g., In re Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D.
8 Nev. Bkr. July 25, 2014) (citing *Bat v. A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist.
9 LEXIS 47995 *11 (D. Colo. Nov. 18, 2005); and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-
10 87 (D. Kan. 1997).

11
12 This specific Request is premature and Defendant's response to this Request
13 should be deferred as Defendant is seeking declaratory judgment. *See e.g., In Re*
14 *Convergent Technologies Sec. Litig.*, 180 F.R.D. 328, 332-33 (N.D. Cal 1985).

15 Discovery is ongoing, Defendant reserves the right supplement its Response to
16 this Request.

17 **REQUEST NO. 33:**

18 All documents that support Your allegation that You have been damaged by Dancers
19 in an amount in excess of \$10,000 as alleged in Paragraph 60 of Your Counterclaims.

20 **RESPONSE TO REQUEST NO. 33:**

21 Please refer to Defendant's Response to Request No. 32.

22 **REQUEST NO. 34:**

23 All documents that support Your allegation that You have been damaged by Dancers
24 in an amount in excess of \$10,000 as alleged in Paragraph 71 of Your Counterclaims.

25 **RESPONSE TO REQUEST NO. 34:**

26 Please refer to Defendant's Response to Request No. 32.

27 ///

28 ///



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1 **REQUEST NO. 35:**

2 All documents that support Your allegation that You have been damaged by Dancers
3 in an amount in excess of \$10,000 as alleged in Paragraph 82 of Your Counterclaims.

4 **RESPONSE TO REQUEST NO. 35:**

5 **Please refer to Defendant's Response to Request No. 32.**

6
7 DATED this 16th day of December 2016.

8 **MORAN BRANDON BENDAVID MORAN**

9
10 /s/ Jeffery A. Bendavid, Esq.

11 **JEFFERY A. BENDAVID, ESQ.**

12 Nevada Bar No. 6220

13 **STEPHANIE J. SMITH, ESQ.**

14 Nevada Bar No. 11280

15 630 South 4th Street

16 Las Vegas, Nevada 89101

17 (702) 384-8424

18 **KAMER ZUCKER ABBOTT**

19 /s/ Gregory J. Kamer, Esq.

20 **GREGORY J. KAMER, ESQ.**

21 Nevada Bar No. 0270

22 **KAITLIN H. ZIEGLER, ESQ.**

23 Nevada Bar No. 013625

24 3000 W. Charleston Blvd., #3

25 Las Vegas, Nevada 89102

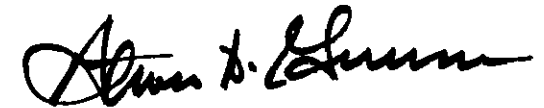
26 (702) 259-8640

27 *Attorneys for Defendant/Counterclaimant*



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CLERK OF THE COURT

1 **NOE**
2 **JEFFERY A. BENDAVID, ESQ.**
3 Nevada Bar No. 6220
4 **STEPHANIE J. SMITH, ESQ.**
5 Nevada Bar No. 11280
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7 **GREGORY J. KAMER, ESQ.**
8 Nevada Bar No. 0270
9 **KAITLIN H. ZIEGLER, ESQ.**
10 Nevada Bar No. 013625
11 **KAMER ZUCKER ABBOTT**
12 3000 W. Charleston Blvd., #3
13 Las Vegas, Nevada 89102
14 (702) 259-8640
15 *Attorneys for Defendant/Counterclaimant*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

14 JACQUELINE FRANKLIN, ASHLEIGH
15 PARK, LILY SHEPARD, STACIE
16 ALLEN, MICHAELA DIVINE,
17 VERONICA VAN WOODSEN,
18 SAMANTHA JONES, KARINA
19 STRELKOVA, LASHONDA,
20 STEWART, DANIELLE LAMAR, and
21 DIRUBIN TAMAYO, individually, and
22 on behalf of a class of similarly
23 situated individuals,

21 Plaintiffs,

22 vs.

23 RUSSELL ROAD FOOD AND
24 BEVERAGE, LLC, a Nevada limited
25 Liability company (d/b/a CRAZY DOE
26 CLUB OWNER, I-X, ROE EMPLOYER,
27 I-X,

26 Defendants.

27 AND RELATED COUNTERCLAIMS
28

Case No.: A-14-709372-C
Dept. No.: 31

**NOTICE OF ENTRY OF ORDER
DENYING PLAINTIFFS' MOTION
FOR CLASS CERTIFICATION**



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DATED this 12th day of April, 2017.

/s/ Jeffery A. Bendavid
JEFFERY A. BENDAVID, ESQ.
 Nevada Bar No. 6220
STEPHANIE J. SMITH, ESQ.
 630 South 4th Street
 Las Vegas, Nevada 89101

/s/ Gregory J. Kamer
GREGORY J. KAMER, ESQ.
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 Nevada Bar No. 013625
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Attorneys for Defendant



Page 2 of 2

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ORDR
JEFFERY A. BENDAVID, ESQ.
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Attorneys for Defendant/Counterclaimant

DISTRICT COURT
CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN, ASHLEIGH
PARK, LILY SHEPARD, STACIE
ALLEN, MICHAELA DIVINE,
VERONICA VAN WOODSEN,
SAMANTHA JONES, KARINA
STRELKOVA, LASHONDA,
STEWART, DANIELLE LAMAR, and
DIRUBIN TAMAYO, individually, and
on behalf of a class of similarly
situated individuals,

Plaintiffs,

vs.

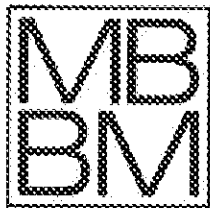
RUSSELL ROAD FOOD AND
BEVERAGE, LLC, a Nevada limited
Liability company (d/b/a CRAZY DOE
CLUB OWNER, I-X, ROE EMPLOYER,
I-X,

Defendants.

Case No.: A-14-709372-C
Dept. No.: 31

**ORDER DENYING PLAINTIFFS'
MOTION FOR CLASS
CERTIFICATION**

AND RELATED COUNTERCLAIMS



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03-31-17 10:38 AM

1 Plaintiffs, JACQUELINE FRANKLIN, ASHLEIGH PARK, LILY SHEPARD,
2 STACIE ALLEN, MICHAELA DIVINE, VERONICA VAN WOODSEN, SAMANTHA
3 JONES, KARINA STREKLOVA, LASHONDA STEWARD, DANIELLE LAMAR, and
4 DIRUBIN TAMAYO'S, individually and on behalf of all persons similarly situated (the
5 "Plaintiffs") Motion for Class Certification, having come on for hearing and on January 10,
6 2017 and again on March 16, 2017, in Department 31 of the above-titled Court, with the
7 Honorable Judge Joana S. Kishner presiding. LAUREN CALVERT, ESQ. of
8 MORRIS//ANDERSON, MICK RUSING, ESQ., PRO HAC VICE, having appeared on
9 March 16, 2017, on behalf of Plaintiffs and JEFFERY A. BENDAVID, ESQ. of MORAN
10 BRANDON BENDAVID MORAN, having appeared on behalf of Defendant, RUSSELL
11 ROAD FOOD AND BEVERAGE, LLC, a Nevada Limited Liability Company, d/b/a
12 CRAZY HORSE III GENTLEMEN'S CLUB (the "Defendant"), the Court having
13 considered the pleadings, papers, and supplements thereto and filed herein, the arguments of
14 counsel, and good cause appearing finds and orders as follows:

15
16
17 **THE COURT FINDS** that SB 224, as codified in NRS 608.0155 and NRS
18 608.255(3), applies to actions to recover unpaid wages asserted under Nevada's Minimum
19 Wage Amendment as set forth in Article 15, § 16 of Nevada's Constitution and therefore,
20 applies in this case as Plaintiffs have stated that their claims for unpaid wages were brought
21 only under Nevada's Minimum Wage Amendment.
22

23 **THE COURT FURTHER FINDS** that a review of some of the deposition
24 testimony of the currently named lead Plaintiffs and potential class establishes that Plaintiffs
25 do not meet the standard for class representation at this juncture of the case.
26



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1 **THE COURT FURTHER FINDS** that reviewing SB 224, as codified in NRS
2 608.0155 and NRS 608.255(3), in totality of the pleadings of this case, the potential class
3 representatives' own statements made as part of their individual depositions, in themselves,
4 do not meet the standard for class representation at this juncture.
5

6 **THE COURT FURTHER FINDS** that while cognizant of the low threshold with
7 regards to class certification, there must be a minimum establishing that the representatives
8 of the potential class are already in the category in which they are seeking to represent
9 individuals.
10

11 **THE COURT FURTHER FINDS** that here, based on the provided, undisputed
12 deposition testimony of some the actual specific lead, currently named Plaintiffs, the
13 representatives of the potential class do not establish that they are already in the category in
14 which they are seeking to represent.

15 **THE COURT FURTHER FINDS** that even in the alternative, where reviewing SB
16 224, as codified in NRS 608.0155 and NRS 608.255(3), would not apply, the Court's
17 analysis would be the same in that the potential class representatives' own statements made
18 as part of their individual depositions, in themselves, do not meet the standard for class
19 representation at this juncture.
20

21 **THE COURT FURTHER FINDS** that the Court's analysis in making its findings
22 is limited to looking at whether or not these actual specific lead, currently named Plaintiffs
23 are considering for their own purposes that they would be similarly situated to the very class
24 they are seeking to represent, and that the information provided in their undisputed
25 deposition testimony shows that these actual specific lead, currently named Plaintiffs are not
26



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1 considering for their own purposes that they would be similarly situated to the very class
2 they are seeking to represent.

3 **IT IS THEREFORE ORDERED** that Plaintiffs' Motion for Class Certification is
4 denied without prejudice.

5
6 DATED this 6 day of April, 2017.

7
8  JOANNA S. KISHNER

9 HONORABLE JOANNA S. KISHNER
10 DISTRICT COURT JUDGE, DEPT. XXXI

11 Respectfully Submitted by:

Approved as to form and content:

12
13 **MORAN BRANDON BENDAVID MORAN**

MORRIS//ANDERSON

14 /s/ Jeffery Bendavid, Esq.

15 **JEFFERY A. BENDAVID, ESQ.**

16 Nevada Bar No. 6220

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17 Nevada Bar No. 11280

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18 Las Vegas, NV 89101

19 *Attorneys for Defendant*

/s/ Lauren Calvert, Esq.

RYAN M. ANDERSON, ESQ.

Nevada Bar No. 11040

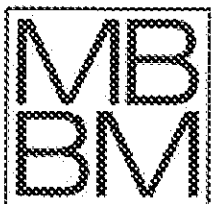
LAUREN CALVERT, ESQ.

17 Nevada Bar No. 10534

716 South Jones Blvd.

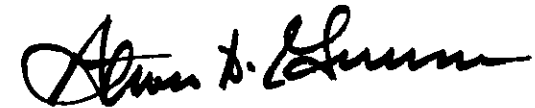
18 Las Vegas, NV 89107

19 *Attorneys for Plaintiffs*



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CLERK OF THE COURT

1 **OPP**

2 **JEFFERY A. BENDAVID, ESQ.**

3 Nevada Bar No. 6220

4 **STEPHANIE J. SMITH, ESQ.**

5 Nevada Bar No. 11280

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11 (702) 384-8424

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13 Nevada Bar No. 0270

14 **KAITLIN H. ZIEGLER, ESQ.**

15 Nevada Bar No. 013625

16 **KAMER ZUCKER ABBOTT**

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18 Las Vegas, Nevada 89102

19 (702) 259-8640

20 *Attorneys for Russell Road Food and Beverage, LLC*

21 **DISTRICT COURT**
22 **CLARK COUNTY, NEVADA**

23 JACQUELINE FRANKLIN, ASHLEIGH
24 PARK, LILY SHEPARD, STACIE ALLEN,
25 MICHAELA DIVINE, SAMANTHA JONES,
26 KARINA STRELKOVA, and DANIELLE
27 LAMAR, individually, and on behalf of a
28 class of similarly situated individuals,
Plaintiffs,

vs.

RUSSELL ROAD FOOD AND BEVERAGE,
LLC, a Nevada Limited Liability company
(d/b/a CRAZY HORSE III GENTLEMEN'S
CLUB), SN INVESTMENT PROPERTIES,
LLC, a Nevada limited liability company
(d/b/a CRAZY HORSE III GENTLEMEN'S
CLUB), DOE CLUB OWNER, I-X, ROE
CLUB OWNER, I-X, and ROE EMPLOYER,
I-X,

Defendants.

AND RELATED COUNTERCLAIMS

Case No.: A-14-709372-C

Dept. No.: 31

**DEFENDANT, RUSSELL ROAD FOOD
AND BEVERAGE, LLC'S
OPPOSITION TO PLAINTIFFS'
MOTION FOR SUMMARY
JUDGMENT OF DEFENDANT'S
COUNTERCLAIMS**

Date: June 1, 2017

Time: 9:30 a.m.



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1 **DEFENDANT, RUSSELL ROAD FOOD AND BEVERAGE, LLC'S**
2 **OPPOSITION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT OF**
3 **DEFENDANT'S COUNTERCLAIMS**

4 COMES NOW, Defendant, RUSSELL ROAD FOOD AND BEVERAGE, LLC, a
5 Nevada limited liability, dba CRAZY HORSE III GENTLEMEN'S CLUB, (the "Defendant"
6 and/or "Russell Road"), by and through its counsel of record, GREGORY J. KAMER, ESQ.,
7 and KAITLIN H. ZIEGLER, ESQ., of KAMER ZUCKER ABBOTT, and JEFFERY A.
8 BENDAVID, ESQ., and STEPHANIE J. SMITH, ESQ. of MORAN BRANDON
9 BENDAVID MORAN, and hereby submits its Opposition to Plaintiffs', JACQUELINE
10 FRANKLIN, ASHLEIGH PARK, LILY SHEPARD, STACIE ALLEN, MICHAELA
11 DEVINE, SAMANTHA JONES, KARINA STRELKOVA, DANIELLE LAMAR
12 (collectively, the "Plaintiffs") MOTION FOR SUMMARY JUDGMENT OF
13 DEFENDANT'S COUNTERCLAIMS.
14

15 DATED this 27TH day of April, 2017
16

17 **KAMER ZUCKER ABBOTT**

18 /s/ Gregory J. Kamer

19 **GREGORY J. KAMER, ESQ.**

20 Nevada Bar No. 0270

21 **KAITLIN H. ZIEGLER, ESQ.**

22 Nevada Bar No. 013625

23 3000 W. Charleston Blvd., #3

24 Las Vegas, Nevada 89102

25 **MORAN BRANDON BENDAVID MORAN**

26 /s/ Jeffery A. Bendavid,

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2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 Plaintiffs' Motion for Summary Judgment ("MSJ") is procedurally deficient pursuant
5 to the requisites of Nev. R. Civ. P. 56 (c), and fails to address the significance and
6 applicability of Nev. Rev. Stat. (NRS) 608.0155 on the claims pending before this Court.
7 Plaintiffs, despite failing to obtain certification as a class, and without any determination as to
8 their status as either employees or independent contractors, are essentially attempting to rely
9 on a presumption that they were employees to obtain summary judgment on Defendant's
10 claims. Plaintiffs' motion on the merits of this lawsuit with respect to Defendant's claims is
11 not only premature, it lacks any in substantive relevant argument. Plaintiffs premise their
12 entire argument on federal law, the presumption that they are employees, and the "economic
13 realities" test. All of these factors are irrelevant since Plaintiffs' claims are brought only
14 pursuant to Nevada constitutional amendment, and they all fail to address the impact of
15 Nevada's recent independent contractor statute.
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18 In fact, it is telling that Plaintiffs entirely fail to cite to Nev. Rev. Stat. 608.0155 even
19 once in their Motion for Summary Judgment. Defendant asserted its counterclaims if the
20 Court later found Plaintiffs to be employees, a point that Plaintiffs fail to address. Although
21 Defendant contends this Court will find that the Plaintiffs were and are properly classified as
22 independent contractors, pursuant to NRS 608.0155, such a determination must be made
23 prior to the summary dismissal of Defendant's counterclaims. As Plaintiffs know, there has
24 been no determination as to whether Plaintiffs were, in fact independent contractors or
25 employees. As such, Plaintiffs' MSJ should be denied, as a matter of law.
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II. DISPUTED FACTS AND RELEVANT PROCEDURAL HISTORY

Plaintiffs are operating under their Third Amended Proposed Class Action Complaint. See *Docket*. Recently, Plaintiffs' Motion for Class Certification came on for hearing and was denied. See *Order Denying Class Certification*, dated April 6, 2017. In denying the Motion for Class Certification, this Court held that "... NRS 608.0155 and NRS 608.255(3), applies to actions to recover unpaid wages asserted under Nevada's Minimum Wage Amendment as set forth in Article 15, § 16 of Nevada's Constitution and therefore, applies in this case as Plaintiffs have stated that their claims for unpaid wages were brought only under Nevada's Minimum Wage Amendment." *Id.* Based on the foregoing, the Plaintiffs are not a class, and additionally, NRS 608.0155 and its criteria are the only standard for reaching a decision on the merits of this litigation for both Parties.

Plaintiffs and Defendant contracted for Plaintiffs to be independent contractors and for Defendant to provide a venue in which Plaintiffs could provide entertainment. **Exhibit A-** Entertainers Agreement, Bates Nos. RR0043-0047, attached hereto.

Nevada Revised Statute 608.0155 and 608.255(3) apply to actions asserted under the Nevada Minimum Wage Amendment (Articles XV and XVI of the Nevada Constitution). See *Order Denying Motion for Class Certification*, dated April 6, 2017.

The key material fact in dispute is whether the Plaintiffs were and are independent contractors, who were properly classified during the relevant statutory time period, or whether they were misclassified employees. See generally, *Plaintiffs' Third Amended Complaint and Defendant's Answer and Counterclaims to Third Amended Complaint*. Here, Plaintiffs are trying to obtain summary judgment based on the assumption that each of the individual Plaintiffs was actually an employee. Despite the fact that no determination as to



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1 whether each or any Plaintiff is an independent contractor pursuant to NRS 608.0155,
2 Plaintiffs' filed a Motion for Summary Judgment on April 10, 2017, seeking adjudication of
3 counterclaims premised solely on a finding that they are employees, which has not occurred.
4

5 **III. LEGAL STANDARD**

6 Summary judgment is only appropriate when the "pleadings, depositions, answers to
7 interrogatories, admissions, and affidavits, if any that are properly before the court
8 demonstrate that no genuine issue of material fact exists, and the moving party is entitled to
9 judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026,
10 1031 (2005); *see also* Nev. R. Civ. P. 56. "The substantive law controls which factual
11 disputes are material and will preclude summary judgment..." *Id.* Furthermore, Summary
12 Judgment is not a shortcut to decide issues of fact. *See Daugherty v. Wabash Life Ins. Co.*, 87
13 Nev. 32, 482 P.2d 814 (1971). Therefore, Plaintiffs have entirely failed to meet the requisites
14 necessary to obtain summary judgment with respect to any of Defendant's claims, as they
15 have not demonstrated that there are no material facts in dispute or that they are entitled to
16 summary judgment as a matter of law.
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18

19 **III. ARGUMENT**

20 **A. Plaintiffs' Motion for Summary Judgment does not meet the basic**
21 **procedural requisites of Nev. R. Civ. P. 56 (c) and should be denied in its**
22 **entirety.**

23 Nev. R. Civ. P. 56 (c), provides in pertinent part:

24 Motions for summary judgment and responses thereto shall
25 include a concise statement setting forth each fact material
26 to the disposition of the motion which the party claims is or
27 is not genuinely in issue, citing the particular portions of
28 any pleading, affidavit, deposition, interrogatory, answer,
admission, or other evidence upon which the party relies



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1 Plaintiffs' MSJ fails to set out a concise statement of material facts that are not in
2 dispute. *See generally, MSJ*. The only "facts" that Plaintiffs set forth are actually a brief
3 summary of the allegations set forth by Defendant in its Counterclaims against Plaintiffs.
4 *Id.* at 5:10-6:2. Since Plaintiffs' MSJ fails to comply with even this simple requisite of
5 setting out which material facts they believe to be "undisputed" for purposes of summary
6 judgment, summary judgment should be denied in its entirety.

8 **B. Plaintiffs' Motion for Summary Judgment Should be Denied because**
9 **Plaintiffs Fail to Meet the Standard Set Forth by the Nevada Supreme Court**
10 **to obtain Summary Judgment.**

11 Nevada's authority on summary judgment is clear, the moving party must
12 demonstrate through evidence that there are no relevant material facts in dispute, and that
13 they are therefore entitled to summary judgment as a matter of law. *Wood v. Safeway*,
14 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). Here, Plaintiffs have entirely failed to
15 identify or evidence that there are no genuine issues of material fact, and that they are
16 therefore entitled to summary judgment as a matter of law. In fact, the Court has already
17 decided that NRS 608.0155 is applicable substantive law, and therefore the testimony of
18 each of the named Plaintiffs is relevant and that testimony in and of itself sets for factual
19 disputes that are material to Defendant's claims. In determining when summary
20 judgment is appropriate, the non-moving party is entitled to have the evidence and all
21 inferences reasonably drawn therefrom accepted as true. *Id.* Plaintiffs do not even
22 address the varied sworn testimony that was specifically addressed in denial of their
23 Motion for Class Certification. Since, Plaintiffs do not set forth any undisputed material
24 facts, nor do they provide evidence of undisputed material facts, that would merit
25 summary judgment as a matter of law, Plaintiffs' MSJ must be denied in its entirety.



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1 C. Nev. Rev. Stat. 608.0155 sets forth criteria by which to evaluate each
2 individual Plaintiff, none of the Plaintiffs have been individually evaluated,
3 and therefore summary judgment is precluded.

4 In denying class certification, this Court held that NRS 608.0155 was applicable
5 to wage claims brought pursuant to Nevada's MWA. In doing so, the Court has made
6 individual analysis of each of the respective named Plaintiffs necessary to determine
7 whether they can individually meet the factors for conclusively being an independent
8 contractor. This test must be performed to see if even one, let alone any of the Plaintiffs,
9 can proceed with claims under the MWA. Should there be a finding that some of the
10 Plaintiffs were indeed misclassified, which is unlikely, only then is assessment of
11 Defendant's counterclaims for potential dismissal appropriate, otherwise, such an
12 assessment is unnecessary.
13

14 Nev. Rev. Stat. 608.0155 provides, as follows:

15 1. For the purposes of this chapter, a person is conclusively presumed to be
16 an independent contractor if:

- 17 (a) Unless the person is a foreign national who is legally present in the
18 United States, the person possesses or has applied for an employer
19 identification number or social security number or has filed an income
20 tax return for a business or earnings from self-employment with the
21 Internal Revenue Service in the previous year;
- 22 (b) The person is required by the contract with the principal to hold any
23 necessary state business registration or local business license and to
24 maintain any necessary occupational license, insurance or bonding; and
- 25 (c) The person satisfies three or more of the following criteria:
- 26 (1) Notwithstanding the exercise of any control necessary to comply
27 with any statutory, regulatory or contractual obligations, the person
28 has control and discretion over the means and manner of the
performance of any work and the result of the work, rather than the
means or manner by which the work is performed, is the primary
element bargained for by the principal in the contract.



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1 (2) Except for an agreement with the principal relating to the completion
2 schedule, range of work hours or, if the work contracted for is
3 entertainment, the time such entertainment is to be presented, the
person has control over the time the work is performed.

4 (3) The person is not required to work exclusively for one principal
5 unless:

6 (I) A law, regulation or ordinance prohibits the person from
providing services to more than one principal; or

7 (II) The person has entered into a written contract to provide services
8 to only one principal for a limited period.

9 (4) The person is free to hire employees to assist with the work.

10 (5) The person contributes a substantial investment of capital in the
11 business of the person, including, without limitation, the:

12 (I) Purchase or lease of ordinary tools, material and equipment
13 regardless of source;

14 (II) Obtaining of a license or other permission from the principal to
15 access any work space of the principal to perform the work for
which the person was engaged; and

16 (III) Lease of any work space from the principal required to perform the
17 work for which the person was engaged.

18 ↪ The determination of whether an investment of capital is
19 substantial for the purpose of this subparagraph must be made on
20 the basis of the amount of income the person receives, the
equipment commonly used and the expenses commonly incurred
in the trade or profession in which the person engages.

21 2. The fact that a person is not conclusively presumed to be an independent
22 contractor for failure to satisfy three or more of the criteria set forth in
23 paragraph (c) of subsection 1 does not automatically create a
presumption that the person is an employee.

24 3. As used in this section, "foreign national" has the meaning ascribed to
25 it in NRS 294A.325.

26 In order to be conclusively deemed an independent contractor, an individual must be
27 subjected to analysis pursuant to the above-listed criteria. Notably, a person's failure to

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1 fully satisfy that criteria still does “not automatically create the presumption that the person
2 is an employee.” *Id.* at Sect. 2. This Court already determined that this statute is applicable
3 to Plaintiffs’ claims, and accordingly such an evaluation should now be performed on each
4 of the Plaintiffs, as individuals. None of the Plaintiffs have undergone any analysis to
5 determine whether they meet any or all of the requisites of NRS 608.0155, and therefore
6 they are prematurely seeking summary judgment on Defendant’s counterclaims. Again, as
7 Defendant has maintained throughout the pendency of this litigation, its counterclaims rest
8 on a finding by this Court that the Plaintiffs were employees subjected to misclassification.
9 Since, no such finding has occurred, and Plaintiffs have not been declared to have been
10 employees, and Defendant supposes that they will not be found to be employees, summary
11 judgment on Defendant’s counterclaims is premature and inappropriate at this juncture.
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14 **D. Plaintiffs’ are Precluded from obtaining Summary Judgment on Defendant’s**
15 **Breach of Contract Claim because there are Material Facts in Dispute.**

16 The issue of whether a valid contract exists, tends to be an issue of fact for a jury to
17 decide. *See May v. Anderson*, 121 Nev. 668, 673, 119 P.3d 1254, 1257 (2005). As such, the
18 fact that Defendant’s position is that there is a valid Agreement, and Plaintiffs’ position is
19 that there is not one, precludes summary judgment on this claim.
20

21 Plaintiffs’ argument for summary judgment on Defendant’s breach of contract claim
22 is also premised on the assumption that they are, in fact, actually employees and not
23 independent contractors. Again, there has been no determination that Plaintiffs were either
24 employees or independent contractors, and their individual varied testimony further supports
25 that they will be classified as independent contractors. Plaintiffs’ argue that Defendant’s
26 claim for Breach of Contract- Offset is solely premised on the “...mere act of filing an
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1 action to enforce wage rights..." and that such a filing "...cannot, by itself, constitute an
2 actionable breach of any contract..." *MSJ*, 8:20-21. Although such an assertion may be true
3 if Plaintiffs had been deemed to be misclassified employees, it is not a valid argument
4 entitling Plaintiffs to summary judgment under the present and current facts. Plaintiffs are
5 merely trying to force a decision on the merits of this case, prior to undergoing the actual
6 and necessary analysis to determine whether they were in fact independent contractors under
7 the criteria set forth under NRS 608.0155. A motion for summary judgment is not a vehicle
8 to decide these issues of fact. *See Daugherty*, 87 Nev. 32.

10 Plaintiffs argue that "Defendant fails to establish that Plaintiffs breached the
11 terms of the contract." *MSJ*, 9:10-12. Plaintiffs do not dispute that they signed an
12 Agreement, specifically acknowledging that they were not entitled to any of the benefits
13 or entitlements afforded to employees. *See generally, MSJ*. Yet, in their Third Amended
14 Class Action Complaint, they allege that they were actually employees entitled to, and
15 illegally denied wages, by Defendant. *See generally, Plaintiffs' Third Amended Class*
16 *Action Complaint ("TAC")*. Based upon this alone, Defendant has shown a breach of the
17 Agreement. Regardless, this argument belies the true underlying issue which is whether
18 Plaintiffs actually are employees. Indeed, to even make a claim for the benefits of
19 Nevada's wage and hour laws, Plaintiffs must first establish that they are employees. *See*
20 *Prieur v. D.C.I. Plasma Center of Nevada, Inc.*, 102 Nev. 472, 726 P.2d 1372 (1986).
21 Plaintiffs repeatedly ignore the fact that they have not been deemed employees in this
22 matter, as they continually cite to a variety of cases declaring that an employer cannot
23 have an employee waive their statutory rights, and other cases declaring the
24 impermissibility of counterclaims for claims pursuant to the Fair Labor Standards Act.
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1 See, MSJ at pgs. 6-11. However, this argument regarding Plaintiffs' purported inability
2 to waive their rights is mere posturing in an attempt to direct the Court's attention away
3 from the simple fact that Plaintiffs have not been deemed employees of Defendant. The
4 simple fact is that NRS 608.0155 and its applicability to Plaintiffs' claims precludes the
5 presumption that Plaintiffs are employees, and necessitates an analysis of each of their
6 facts, which Defendant contends will reveal their presumptive status as independent
7 contractors.
8

9 Additionally, Plaintiffs' assertion that Defendant failed "...to properly allege ...
10 any damages" is inaccurate. MSJ, 10:16-17. Plaintiffs neglect to cite to the key paragraph
11 in Defendant's Breach of Contract claim, and the one upon which its offset of damages
12 rests. Defendant specifically alleged:
13

14 ...in the event that Counterdefendants are deemed
15 employees of Russell Road entitled to the payment of
16 Nevada's minimum wage, and/or entitled to receive
17 the return of the House Fees paid to Russell Road, the
18 monies each retained pursuant to the terms and conditions of
the Entertainers Agreement should be offset against such
amounts awarded Counterdefendants.

19 See Defendant's Answer to Third Amended Class Action Complaint and
20 Counterclaims, ¶52 (emphasis added). Defendant is merely seeking a return of the
21 "dance" fees and/or other fees of \$20.00 per dance, in the event that Plaintiffs are found
22 to be employees. Indeed, it is inequitable that should this Court find Plaintiffs to actually
23 be employees, they would be able to retain the fees collected specifically on behalf of
24 Defendant. For instance, a food server is not entitled to keep monies paid for the price of
25 the food. As such, Defendant's claim for breach of contract is merely for a return of its
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1 fees.¹ In fact, Defendant did not keep track of any cash payments made from patrons to
2 dancers so it cannot fully assess the damages to which it is entitled. **Exhibit B-**
3 **Deposition of Keith Ragano (excerpt), 71:19-21.**

4 Plaintiffs' argument for summary judgment hinges on the false presumption that they
5 are and were actual employees of Defendant. Therefore, the Agreement to be independent
6 contractors was essentially illegal. However, Plaintiffs have the burden of proving such an
7 assertion, as they pled it as an affirmative defense. *See Schwartz v. Schwartz*, 95 Nev. 202,
8 591 P.2d 1137 (1979). To reiterate, Plaintiffs have failed to provide any actual evidence to
9 support their contention that the Agreement is somehow otherwise unenforceable. *See*
10 *generally, MSJ*. Therefore, summary judgment must be denied because no such
11 determination has been made.²

14 **E. Plaintiffs are Similarly Precluded from Summary Judgment on Defendant's**
15 **Claim for Breach of Good Faith and Fair Dealing because there are Material**
16 **Issues of Fact in Dispute.**

17 Just as with Plaintiffs' arguments for summary judgment on Defendant's breach of
18 contract claim, Plaintiffs' arguments hinge on their alleged misclassification as independent
19 contractors. Plaintiffs incorrectly argue that persons cannot contract to be independent
20 contractors, and that Defendant was essentially obtaining an impermissible waiver of
21 Plaintiffs' alleged rights. *See MSJ*, 11:19-21. "Where one party to a contract 'deliberately
22 countervenes the intention and spirit of the contract, that party can incur liability for breach
23 of the implied covenant of good faith and fair dealing.'" *Morris v. Bank of America Nevada*,
24

25 ¹ Defendant denies that it controlled the amount of money individual performers could negotiate for from a
26 patron.

27 ² Plaintiffs also mention Defendant's affirmative defenses of unclean hands, and Set Off and Recoupment,
28 however, those affirmative defenses are separate from Defendant's claim for breach of contract, and
Plaintiffs have failed to produce any financial documents, such as their tax returns, in order for Defendant
to have full knowledge of the disgorged sums retained by Plaintiffs to which it is or possibly could be
entitled.



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1 110 Nev. 1274, 1278, 886 P.2d 454, 457 (1994)(internal citation omitted). Here, there are no
2 allegations that Plaintiffs were not free to contract with Defendant, or that they were denied
3 an opportunity to investigate the Agreement prior to entering into it. Indeed, until the
4 institution of this lawsuit, Plaintiffs and Defendant engaged in respective business
5 relationships of varying lengths pursuant to that Agreement, wherein both sides performed
6 their obligations. As such, whether the fact that Plaintiffs now seek to repudiate the
7 Agreement, after already being bound by and performing under it, constitutes a breach of the
8 covenant of good faith and fair dealing does create an issue of material fact, if Plaintiffs are
9 found to be employees, which they will not. Summary Judgment must be denied on this
10 issue, as there are material facts in dispute which preclude it.
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13 **F. Material Issues of Fact Preclude Summary Judgment for Plaintiffs on**
14 **Defendant's Claim for Conversion.**

15 Plaintiffs' argument for summary judgment on Defendant's claim for conversion,
16 ignores basic Nevada precedence regarding this claim, and also make a generally flawed
17 argument about "dance dollars." Liability for conversion is not predicated on wrongful intent
18 and is not excused by good faith or lack of knowledge. *Dynamic Transit v. Trans Pac.*
19 *Ventures*, 291 P.3d 114. Importantly, whether conversion has occurred is generally a question
20 of fact for a jury. *Evans v. Dean Witter Reynolds, Inc.*, 5 P.3d 1043, 1048 (Nev.
21 2000)(internal citations omitted). Plaintiffs' dispute that the "dance dollars" were the
22 property of Defendant, however, Defendant's position is that the "dance dollars" represent
23 dance fees paid to the Plaintiffs, who if they are deemed to be employees, took those dance
24 fees on behalf of and as the property of Defendant. Plaintiffs' argument that Defendant and
25 Plaintiffs' practices regarding the redemption of "dance dollars" pursuant to their agreed
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1 upon business relationship somehow obviates Defendant's claim for conversion. Plaintiffs'
2 argument is circular. Plaintiffs are trying to rely on a nonexistent presumption that they are
3 employees while arguing that their previous business agreement with Defendant proves that
4 Defendant has no rights over dance fees and dance fees paid through dance dollars. Plaintiffs
5 make this argument in spite of the obvious fact that such dance fees would be or have been
6 Defendant's property should Plaintiffs be deemed to have actually been misclassified
7 employees. This material fact precludes summary judgment on conversion.
8

9 Plaintiffs' also argue that somehow the economic loss doctrine automatically bars
10 Defendant's claim for conversion because there is no accompany injury. Plaintiffs are
11 making a far-reaching argument and incorrectly interpreting applicable and/or strongly
12 persuasive precedent. Notably, the economic loss doctrine does not automatically bar claims
13 for conversion. *See Giles v. GMAC*, 494 F.3d 856 (2007)(finding, "it does not bar recovery in
14 tort where the defendant had a duty imposed by law rather than by contract and where the
15 defendant's intentional breach of that duty caused purely monetary harm to the plaintiff.")
16 Here, a finding concerning Plaintiffs' classification would create a factual issue regarding
17 Plaintiffs' intentionally tortious conduct. Plaintiffs' duties to Defendant, stem from a finding
18 of an employer/employee relationship. This duty has not yet been determined and the nature
19 of the relationship between Plaintiffs and Defendant is in dispute, thereby precluding
20 summary judgment on conversion.
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1 **G. Material Issues of Fact Preclude Summary Judgment for Plaintiffs on**
2 **Defendant's Claim for Unjust Enrichment.**

3 Plaintiffs' argument regarding unjust enrichment fails, because there has been no
4 determination regarding the existence of a valid contract between Plaintiffs and Defendant.
5 Defendant's claim for unjust enrichment was plead, and Defendant has always represented it
6 to be, solely as an alternative cause of action. Indeed, even Plaintiffs have argued that their
7 claim for unjust enrichment was plead alternatively. There have been no determinations
8 about the written Agreements between the Plaintiffs and Defendant regarding their
9 performances as independent contractors, and there has been no finding as to whether
10 Plaintiffs were misclassified. Therefore, granting summary judgment on Defendant's claim
11 for unjust enrichment is premature and would be inequitable. "Unjust enrichment occurs
12 whenever a person has and retains a benefit which in equity and good conscience belongs to
13 another." *In re Amaro Derivative Litig.*, 252 P.3d 681 (Nev. 2011)(internal citation omitted).
14 Plaintiffs again keep relying on broad statements such as the agreements are "in
15 contravention of well-settled law that dancers are employees." See *MSJ*, 14:21-22. However,
16 it is premature and improper at this juncture of the proceedings for the court to merely
17 establish a blanket ruling without taking into account the role of NRS 608.0155, which was
18 enacted to fill in the definition of an independent contractor. Plaintiffs are merely trying to
19 rely on other jurisdictions and other decisions obtained by Plaintiffs' counsel which is
20 farcical.
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24 Additionally, Plaintiffs' arguments regarding the Plaintiffs' purported gratuities are
25 illustrative of material facts that are in dispute and which preclude summary judgment on
26 this claim as well. Plaintiffs have provided no evidence of what income was reported and
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1 which of that income was reported as tips, or how it was otherwise classified. Plaintiffs have
2 not argued that all of the monies that they received from their performances constituted
3 gratuities, and in fact have put forth the opposite by arguing that Defendant controlled how
4 much they could "charge" for their performances. Indeed, it is unclear how Plaintiffs
5 reported, or if they reported any of their income. The burden of proof in seeking summary
6 judgment is on the "moving party" and Plaintiffs merely try to shift the burden to Defendant
7 by stating that Defendant "does not provide sufficient facts to support its allegation..." See
8 *MSJ*, 15:25. However, Plaintiffs filed a motion to obtain summary judgment not a motion to
9 dismiss.
10

11
12 Defendant does not have to date, the requisite information it would need from
13 Plaintiffs to fully explore the amount of damages, and to what degree of benefit the
14 Plaintiffs have profited at Defendant's expense. Notably, even despite NRS 608.0155(1)(a),
15 (5)(f) specifically referencing factors for assessing an independent contractor, such as,
16 "...filed an income tax return for a business or earnings from self-employment with the
17 Internal Revenue Service in the previous year" and whether a "person contributes a
18 substantial investment of capital in the business of the person, including, without limitation,
19 the: Purchase or lease of ordinary tools, material and equipment regardless of source." To
20 date Plaintiffs still have refused to provide their tax information or income information
21 citing the following improper, boilerplate and inapplicable objection to Defendant's
22 Requests for Production of Documents:
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25 Plaintiff objects to this request as it is overbroad and calls for the
26 production of confidential financial information that is not relevant
27 to the subject matter involved in this action or reasonably calculated
28 to lead to the discovery of admissible evidence. Additionally, this request
constitutes an undue invasion of privacy. See *Hetter v. Eighth Judicial*
Dist. Court of State In & For Cty. of Clark, 110 Nev. 513, 520, 874



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1 P.2d 762, 766 (1994) ("production of a tax return should not be ordered
2 unless there appears to be a compelling need for the information it
3 contains") (quoting *Shaver v. Yacht Outward Bound*, 71 **F.R.D.** 561, 564
4 (N.D.Ill.1976)); see also *Thornton v. Crazy Horse, Inc.*, 2010 WL 3718945,
5 at *1 (D. Ala. Sept. 14, 2010) (denying motion to compel tax returns in
6 exotic dancer misclassification case); *Hobson v. Communications*
7 *Unlimited, Inc.*, 2011 WL 414948, at *2 (N.D. Ga. Feb. 7, 2011)
8 (denying motion to compel tax returns because there are less
9 burdensome sources for the same information such as interrogatories and a
10 deposition); *Pendlebury v. Starbucks Coffee Co.*, 2005 WL 2105024, *2
11 (S.D. Fla. Aug. 29, 2005) (holding that "income tax returns are highly
12 sensitive documents" and that courts should only reluctantly order their
13 production during discovery, and denying defendant's motion to compel
14 tax returns because the information sought was obtainable through less
15 intrusive means such as interrogatories, and depositions); *Johnson v.*
16 *Unified Gov't of Wyandotte County/Kansas City, Kan.*, 2001 WL 699049,
17 at *2-3 (D. Kan. June 15, 2001) (identifying the economic reality factors
18 and stating that "the court does not find plaintiffs' tax returns relevant to
19 any of the six factors"). This Request is unintelligible as Nevada does
20 not impose a personal or corporate income tax, and Defendant did not
21 issue a 1099 or W-2 to Plaintiff. See Depo. Trans. of Keith Ragano at p.
22 18. Discovery is ongoing and Plaintiff reserves the right to supplement this
23 response.

24 Here, again, Plaintiffs have failed to meet their burden as the parties moving for
25 summary judgment. Plaintiffs have also failed to demonstrate how alternatively they have
26 not been unjustly enriched. Plaintiffs have provided no evidence (through any means,
27 including interrogatories and deposition) about their income amounts and how they were
28 reported or what they classified them as, when filing (if they filed) a tax return. There are
material facts in dispute regarding this claim, including the existence of a valid contract and
a determination as to whether Plaintiffs were in fact, independent contractors or employees.
These facts preclude summary judgment with respect to Defendant's claim for unjust
enrichment.



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1 **H. Disputed Material Issues of Fact Preclude Summary Judgment on**
2 **Defendant's Claim for Declaratory Judgment.**

3 Like Plaintiffs' arguments with respect to Defendant's other claims, material
4 issues of fact preclude summary judgment on Defendant's claim for Declaratory
5 Judgment. The key material fact in dispute is the classification or purported
6 misclassification of Plaintiffs. In Nevada, the requisites of a claim for declaratory
7 judgment are:

- 8 1. A justifiable controversy exists between two or more parties;
- 9 2. Regarding their respective rights pursuant to a contract;
- 10 3. Such that the plaintiff asserts a claim of a legally protected right;
- 11 4. The issue is ripe for judicial determination; and
- 12 5. Plaintiff asks the court to determine the parties' relative rights under the contract.

13
14
15 NRCp 57; NRS Chapter 30; Kress v. Corey, 65 Nev. 1, 189 P.2d 352 (1948). Here, the
16 elements are met, but there are material facts in dispute regarding the parties relative rights
17 due to the allegations that Defendant allegedly misclassified Plaintiffs, and also due to
18 Plaintiffs' affirmative defenses regarding the legality and propriety of the Agreement. *See*
19 *Plaintiffs' Answer to Defendant's Counterclaims*. Summary judgment is precluded because
20 there are facts regarding the ripeness of this matter for judicial determination and regarding
21 the parties' standing with respect to the underlying Agreement. As such, the Court should
22 deny summary judgment with respect to Defendant's claim for Declaratory Judgment. It is
23 essential that there is a finding as to whether the Plaintiffs individually meet the criteria for
24 them to be presumptively independent contractors.
25
26



27
28
ORAN BRANDON
DAVID MORAN
ATTORNEYS AT LAW

3 SOUTH 4TH STREET
5 VEGAS, NEVADA 89101
ONE (702) 384-8424

1 **IV. CONCLUSION**

2 Based on the foregoing, Defendant respectfully requests that this Court deny Plaintiffs'
3 Motion for Summary Judgment in its entirety.

4
5 DATED this 27th day of April, 2017.

6
7 **MORAN BRANDON BENDAVID MORAN**

8 /s/ Jeffery A. Bendavid,

9 **JEFFERY A. BENDAVID, ESQ.**

10 Nevada Bar No. 6220

11 **STEPHANIE J. SMITH, ESQ.**

12 Nevada Bar No. 11280

13 630 South 4th Street

14 Las Vegas, Nevada 89101

15 (702) 384-8424

16 **KAMER ZUCKER ABBOTT**

17 /s/ Gregory J. Kamer

18 **GREGORY J. KAMER, ESQ.**

19 Nevada Bar No. 0270

20 **KAITLIN H. ZIEGLER, ESQ.**

21 Nevada Bar No. 013625

22 3000 W. Charleston Blvd., #3

23 Las Vegas, Nevada 89102

24 (702) 259-8640

25 *Attorneys for Defendant*



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

3 SOUTH 4TH STREET
LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424

Exhibit “A”

Entertainers Agreement

THIS ENTERTAINMENT AGREEMENT is made and entered into on the date noted on page five (5) of this document, by and between The Crazy Horse III, and the ENTERTAINER below designated and as signatory to this agreement (herein referred to as "Entertainer")

WITNESSETH

WHEREAS, The Crazy Horse III is engaged in business in the County of Clark, State of Nevada;

WHEREAS, Entertainer desired to utilize the facilities of The Crazy Horse III for the purpose(s) of providing for Entertainer's benefit lawful entertainment for persons who are present at The Crazy Horse III facility; and

WHEREAS, The Crazy Horse III agrees to permit to perform Entertainer's act(s) at The Crazy Horse III facility on the terms and conditions hereinafter set forth:

1. **LEGAL RELATIONSHIP.** The parties intend that the relationship created hereunder will be only that of The Crazy Horse III and Entertainer and not only any other legal relationship of any type or kind. It has been represented, and Entertainer agrees and acknowledges, that The Crazy Horse III is only providing the use of its facilities to enable Entertainer a location for the performance of Entertainer's act(s). Entertainer acknowledges and agrees that he or she is not an employee or agent of The Crazy Horse III and is not entitled to receive by law or by terms of this agreement any of the benefits or privileges which The Crazy Horse III of Las Vegas may otherwise provide for employees or agents of The Crazy Horse III.
2. **NON-EXCLUSIVITY.** Entertainer acknowledges that The Crazy Horse III expressly reserves the right to engage and schedule other Entertainers who may also perform his or her act(s) on the same day(s) as Entertainer performs. Similarly, The Crazy Horse III acknowledges that Entertainer may perform at other establishments at any time Entertainer is not scheduled to perform at The Crazy Horse III.
3. **LIABILITIES AND RISKS.** Entertainer acknowledges, agrees and understands, and so states, that the act(s) to be performed by Entertainer under this agreement shall be performed entirely at Entertainer's risk. Entertainer acknowledges and agrees that Entertainer assumes, without exception, all responsibility and costs for all consequences and/or damages resulting from the act(s) performed by Entertainer under this agreement at the business address of The Crazy Horse III. Further, Entertainer is under a continuing obligation to hold The Crazy Horse III entirely harmless from any and all obligations and/or damages resulting from or caused by Entertainer, the Entertainer assumes all responsibility and cost(s) for the providing of costumes and/or clothing and for the operation of all equipment apparatus or devices used by the Entertainer in the performance of his or her act(s).
4. **DURATION.** The parties understand and agree that this agreement is made effective as of the first day Entertainer performs at The Crazy Horse III facility, even if prior to the execution of this agreement, and all rights and liabilities accruing hereunder shall be effective as of that date. This agreement, and all rights and liabilities accruing hereunder shall be effective as of that date. This agreement shall remain in force for a period of one (1)

RR0043

week only, but shall be automatically renewed for successive seven (7) day terms unless either party communicates, verbally or in writing, with or without cause, to the other party that termination is requested, and, in such event, termination of this agreement shall be effective immediately up the date such notice is received. Upon execution of this agreement(s), which cover the subject matter herein.

5. **DUTY OF LEGAL PERFORMANCES.** Entertainer agrees not to misrepresent any service of The Crazy Horse III; not to knowingly make any false or misleading statement to anyone. Entertainer acknowledges that said entertainer is aware that "Solicitation or the Act of Solicitation" is a crime. That any form of solicitation or prostitution either initiated by the Entertainer, the customer, or any person whosoever constitutes a crime. That these actions ~~EXCEPTION WHEREAS THE STATE OF NEVADA THE COUNTY OF CLARK, AND ITS~~ of the facilities of The Crazy Horse III. Entertainer agrees to comply in all respects with the applicable laws, rules and regulations of the United States, the State of Nevada and the County of Clark in order to protect the name, liability, and good public reputation of The Crazy Horse III. Except, as expressly set forth above, The Crazy Horse III shall have no right or authority to determine the nature of the Entertainer's performance, all artistic aspects of the performance to be at the sole discretion of the Entertainer.
6. **RIGHT OF MONITORING AND INSPECTION.** The Crazy Horse III reserves the right
7. **UTILIZATION OF THE CRAZY HORSE III OF LAS VEGAS FACILITIES.** Entertainer will pay The Crazy Horse III a fee to be determined by The Crazy Horse III as compensation to The Crazy Horse III for Entertainer's use of any and all facilities of The Crazy Horse III utilized by Entertainer during performance of Entertainer's act(s) pursuant to this agreement.
8. **INDEMNITIES AND ASSUMPTION OF RISK.** Entertainer hereby releases holds harmless and indemnities The Crazy Horse III from and against any and all liabilities, cost, damage and expense and attorney's fees resulting from or attributable to any and all acts or omissions of acts of any type of nature by Entertainer hereunder while performing pursuant to this agreement. Further, Entertainer assumes all risk of damages to his or her person and equipment and any other person(s) that result or may result to Entertainer or any other part. This obligation by Entertainer regardless of when damages occur or claims for said damages are made.
9. **BINDING EFFECT.** This agreement shall be binding upon and shall insure to the benefit of the parties and their respective spouses, heirs, permitted assigns, successors, representatives and agents. This agreement shall constitute the only binding agreement between the parties, and all prior and contemporaneous verbal and or written agreements, correspondence and conversations shall be void.
10. **PRIOR EXPERIENCE.** Since the ability and quality of the act(s) performed by Entertainer is essential to the economic success of The Crazy Horse III, Entertainer covenants and warrant that he or she is an experienced entertainer who has performed successfully at other entertainment facilities.
11. **ASSIGNMENT PROHIBITED.** This agreement is personal to each of the parties hereto, and Entertainer may not assign or delegate any of his or her rights or obligations hereunder without first obtaining the prior written consent of The Crazy Horse III.

12. **AMMENDMENTS.** No amendments or additions to this agreement shall be binding unless in writing and signed by each of the parties hereto.
13. **NOTICES.** Any written notice required or permitted to be given hereunder shall be sufficient if in writing and if said notice(s) is sent by first class mail, postage prepaid, to Entertainers last known mailing address or to The Crazy Horse III principal office as set forth below, or pursuant to any other notice requirement as set forth in this agreement.
14. **RECEIPT OF COPY.** The Crazy Horse III and Entertainer each hereby acknowledge that, concurrently with the execution of this agreement, a copy of the same has been received.
15. **GOVERNING LAW.** Inasmuch as the parties in the State of Nevada execute this agreement, and all services are to be performed in the State of Nevada, it is hereby agreed that any and all legal controversies hereunder shall be governed by and constructed in accordance with the laws of the State of Nevada.

NOTICE

THIS IS TO INFORM YOU THAT THE AGREEMENT DOES NOT INCLUDE STATE
INDUSTRIAL INSURANCE COVERAGE OR ANY OTHER BENEFITS OR PRIVATE
INSURANCE WHATSOEVER.

IN WITNESS WHEREOF, the parties have executed this agreement

This _____ day of _____, 20_____.

ENTERTAINER

SIGNATURE: _____

NAME: _____

ADDRESS, CITY, STATE AND ZIP: _____

THE GRACEY PROSES III,
W RUSSELL ROAD
LAS VEGAS, NV 89118

RR0046

The Crazy Horse III

Release of Liability

LEGAL NAME: _____

STAGE NAME: _____

SOCIAL SECURITY NUMBER: _____

Entertainer hereby releases, holds harmless, and indemnifies The Crazy Horse III (herein referred to as "corporation") from and against any and all liabilities, cost, damage, expense and attorneys fee's resulting from or attributable to any and all acts or omission of acts of any type or nature by entertainer hereunder while performing pursuant to this agreement. Further, entertainer assumes all risks of damages to his or her person and equipment and to any other person(s) that results or may result to entertainer or any other part. This obligation by entertainer to to indemnify and hold corporation harmless shall survive this agreement and shall apply to all damages resulting from act(s) by entertainer regardless of when damages occur or claims for said damages are made.

Date: _____

Signed: _____

Printed Name: _____

Approved By: _____

The Crazy Horse III
3525 W Russell Rd.
Las Vegas, NV 89118

RR0047

Exhibit “B”

DISTRICT COURT
CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN,
ASHLEIGH PARK, LILY
SHEPARD, STACIE ALLEN,
MICHAELA DIVINE, VERONICA
VAN WOODSEN, SAMANTHA JONES
KARINA STRELKOVA, LASHONDA
STEWART, DANIELLE LAMAR and
DIRUBIN TAMAYO
individually, and on behalf
of Class of similarly
situated individuals,

Plaintiffs,

vs.

CASE NO. A-14-709372-C
DEPT. NO. XXXI

RUSSELL ROAD FOOD AND
BEVERAGE, LLC, a Nevada
limited liability company
(d/b/a CRAZY HORSE III
GENTLEMEN'S CLUB) SN
INVESTMENT PROPERTIES, LLC,
a Nevada limited liability
company (d/b/a CRAZY HORSE
III GENTLEMEN'S CLUB), DOE
CLUB OWNER, I-X, DOE
EMPLOYER, I-X, ROE CLUB
OWNER, I-X, and ROE
EMPLOYER, I-X,

Defendants.

VIDEOTAPED DEPOSITION OF KEITH RAGANO

WEDNESDAY, OCTOBER 5, 2016

1:00 P.M.

AT 6130 ELTON AVENUE

LAS VEGAS, NEVADA

REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876

1 Q. Can dancers refuse to take dance dollars?

2 A. Yes.

3 Q. The 10 percent redemption fee that goes to the
4 club from the dance dollars, is that reported as income
5 to the club?

6 MR. DAVIS: Objection as to form and
7 foundation.

8 You can answer if you know.

9 THE WITNESS: I'm not sure about that.

10 BY MR. STERLING:

11 Q. The 90 percent that goes to the dancer, is
12 that reported as income to the club?

13 MR. DAVIS: Objection. Form and foundation.
14 Calls for speculation.

15 You can answer if you know.

16 THE WITNESS: Well, that didn't go to the
17 club. It went to her.

18 BY MR. STERLING:

19 Q. Does the club keep track of cash payments from
20 patrons to dancers?

21 A. No.

22 Q. Looking at the second page there that we -- I
23 think we mentioned that these -- or you stated these
24 pricings here are accurate today. And do you think
25 these pricing systems have stayed in place throughout

CERTIFICATE OF REPORTER

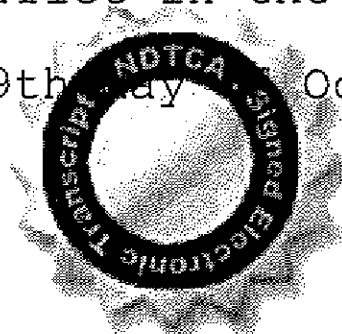
STATE OF NEVADA)
COUNTY OF CLARK)

I, Michelle R. Ferreyra, a Certified Court
Reporter licensed by the State of Nevada, do hereby
certify: That I reported the videotaped deposition of
KEITH RAGANO, commencing on WEDNESDAY, OCTOBER 5, 2016,
at 1:00 p.m.

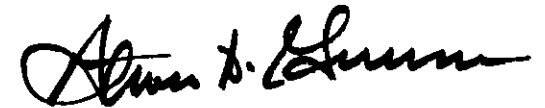
That prior to being deposed, the witness was
duly sworn by me to testify to the truth. That I
thereafter transcribed my said stenographic notes into
written form, and that the typewritten transcript is a
complete, true and accurate transcription of my said
stenographic notes, and that a request has been made to
review the transcript.

I further certify that I am not a relative,
employee or independent contractor of counsel or of any
of the parties involved in the proceeding, nor a person
financially interested in the proceeding, nor do I have
any other relationship that may reasonably cause my
impartiality to be questioned.

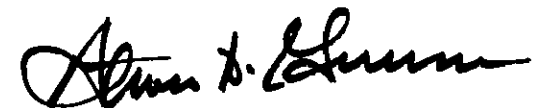
IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada, this
19th day of October, 2016.



Michelle R. Ferreyra
MICHELLE R. FERREYRA, CCR No. 876



CLERK OF THE COURT



CLERK OF THE COURT

RPLY

RYAN M. ANDERSON, ESQ.

Nevada Bar No.: 11040

LAUREN CALVERT, ESQ.

Nevada Bar No.: 10534

MORRIS//ANDERSON

716 S. Jones Blvd.

Las Vegas, Nevada 89107

Phone: (702) 333-1111

Email: lauren@morrisandersonlaw.com

P. ANDREW STERLING, ESQ.

Nevada Bar No.: 13769

MICHAEL J. RUSING, ESQ.

Arizona Bar No.: 6617 (*Admitted Pro Hac Vice*)

RUSING LOPEZ & LIZARDI, PLLC

6363 North Swan Road, Suite 151

Tucson, Arizona 85718

Phone: (520) 792-4800

Email: asterling@rllaz.com

mrusing@rllaz.com

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN, ASHLEIGH
PARK, LILY SHEPARD, STACIE ALLEN,
MICHAELA DIVINE, VERONICA VAN
WOODSEN, SAMANTHA JONES, KARINA
STRELKOVA, LASHONDA STEWART,
DANIELLE LAMAR and DIRUBIN TAMAYO
individually, and on behalf of Class of similarly
situated individuals,

Plaintiffs,

v.

RUSSELL ROAD FOOD AND BEVERAGE,
LLC, a Nevada limited liability company (d/b/a
CRAZY HORSE III GENTLEMEN'S CLUB)
SN INVESTMENT PROPERTIES, LLC, a
Nevada limited liability company (d/b/a CRAZY
HORSE III GENTLEMEN'S CLUB), DOE
CLUB OWNER, I-X, DOE EMPLOYER, I-X,
ROE CLUB OWNER, I-X, and ROE
EMPLOYER, I-X,

Defendants.

CASE NO.: A-14-709372-C

DEPT. NO.: XXXI

REPLY IN SUPPORT OF PLAINTIFFS'
MOTION FOR SUMMARY
JUDGMENT ON DEFENDANTS'
COUNTERCLAIMS

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REPLY

Defendants' lone argument is that their Counterclaims should be allowed to remain because there is still an issue of material fact on the issue of whether Plaintiffs are independent contractors or employees is still unsettled. Defendants spend 15 pages bemoaning the lack of evidence to be able to conclusively state that Plaintiffs are employees or independent contractors—and then, despite this apparent dearth of discovery, request that the Court make a Declaratory Judgment on the issue.

However, despite Defendants' attempts at misdirection, summary judgment on the five issues outlined in Plaintiffs' Initial Motion is not contingent on a finding of an employee-employer relationship. Defendants' repetitive allusions to the fact that an employee classification has yet to transpire in this case belies the fact that Defendants' Opposition cites to no case law which contradicts the case law cited in Plaintiffs' initial motion.

Clearly, Plaintiffs did not seek to request summary judgment on, as Defendants noted, "the key material fact" of this case—whether Plaintiffs are employees of Defendants. Plaintiffs have only sought summary judgment on the five counterclaims which have been inappropriately brought by Defendants. For the reasons outlined below, Plaintiffs respectfully request that this Court GRANT Plaintiffs' Motion for Summary Judgment.

As previously noted, Defendant asserted the following five counterclaims: (1) breach of contract-offset, (2) breach of the implied covenant of good faith and fair dealing, (3) conversion, (4) unjust enrichment, and (5) declaratory judgment. Defendants' counterclaims are invalid and inappropriately raised because they are premised on unenforceable contract language which waive unalienable rights. Defendants' Opposition attempts to state that this waiver of rights is appropriate, so long as an employee/employer relationship is noted. See Opposition at Page 7, lines 9-13. This argument is completely devoid of any supporting case law or statutory authority mandating this invented-argument.

1 Conversely, in *Jones v. JGC Dallas LLC*, 2012 WL 4119570, *4 (N.D. Tx. Aug. 17, 2012),
2 a defendant men’s club also brought counterclaims for “breach of contract—offset” and “unjust
3 enrichment—offset,” similar to the counterclaims here, against dancers who worked at the
4 defendants’ strip club and sued seeking to recover unpaid minimum wage and overtime
5 compensation. Similar to the case at bar, the dancers in *Jones* had not yet been classified as
6 “employees” by the Court. The defendants argued, just like the Defendants in this case, that the
7 dancers signed a contract which allowed the dancers to retain a portion of the dance fees they
8 received directly from customers, but that “[i]n the event of their repudiation, the parties’
9 agreements required the plaintiffs to return all dance fees earned by them to defendants.” *Id.*, at *1.
10 The court in *Jones* dismissed the counterclaims, relying on the holding in *Brennan v. Heard*, 491
11 F.2d 1, 4 (5th Cir. 1974), rev’d on other grounds, *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128
12 (1988), where the Fifth Circuit explained that:
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14

15 The only economic feud contemplated by the FLSA involves the
16 employer’s obedience to minimum wage and overtime standards. To
17 clutter these proceedings with the minutiae of other employer-
18 employee relationships would be antithetical to the purpose of the
19 Act. Set-offs against back pay awards deprive the employee of the
20 ‘cash in hand’ contemplated by the Act, and are therefore
21 inappropriate in any proceeding brought to enforce the FLSA
22 minimum wage and overtime provisions....

23 Applying this reasoning, along with the warning in *Martin v. PepsiAmericas, Inc.*, 628 F.3d
24 738, (5th Cir. 2010), that courts should “look with disfavor on set-offs unless the money being set-
25 off can be considered wages that the employer pre-paid to the plaintiff-employee,” the court in
26 *Jones* dismissed the defendants’ counterclaims for breach of contract and unjust enrichment. *Id.* at
27 *4. The court reasoned that “the dance fees sought as a set-off do not represent wages pre-paid to
28 plaintiffs or wage obligations already fulfilled,” and moreover “[b]ecause plaintiffs claim that they
were not paid their minimum and overtime wages at all, any set-off allowed would result in their
final awards dropping below the statutory minimum.” *Id.* at *4. For the same reasons as in *Jones*,

1 and as the Second, Fourth, Fifth, and Tenth Circuits have held in the cases cited above, defendants'
2 counterclaims are prohibited and must be dismissed.

3 **1. Breach of Contract-Offset**

4 In Nevada, to succeed on a counterclaim for breach of contract a defendant must show: (1)
5 the existence of a valid contract; (2) that defendant performed or was excused from performance;
6 (3) that the plaintiff breached the terms of the contract; and (4) that the defendant was damaged as
7 a result of the breach. *Calloway v. City of Reno*, 993 P.2d 1259, 1263 (Nev. 2000) (“A breach of
8 contract may be said to be a material failure of performance of a duty arising under or imposed by
9 agreement.”) (quotations omitted); *see also Brochu v. Foote Enterprises, Inc.*, No. 55963, 2012
10 WL 5991571, at *5 (Nev. Nov. 29, 2012) (“To prove a breach of contract, the plaintiff must show
11 an existing valid agreement with the defendant, the defendants’ material breach, and damages.”).

12
13
14 Defendants argue that because of the ambiguity of the classification of the Plaintiffs in this
15 case as either independent contractors or employees, that there is a dispute in a key issue of material
16 fact. However, ignoring the distractions of Defendants and looking at the actual elements of a
17 breach of contract, there is no dispute. The only act by Plaintiffs which Defendants have labeled a
18 breach of their contract (regardless of whether the contract was with an employee or an independent
19 contractor) is the filing of a case. The mere act of filing an action to enforce wage rights under the
20 MWA cannot, by itself, constitute an actionable breach of any contract or any state common law
21 duty. The MWA, which is a remedial statute that must be interpreted broadly, creates a private
22 right of action for employees to bring a civil action to recover unpaid minimum wage and overtime
23 compensation on behalf of themselves and other similarly situated individuals. *See, e.g., Washoe*
24 *Med. Ctr., Inc. v. Reliance Ins. Co.*, 112 Nev. 494, 496, 915 P.2d 288, 289 (1996); *see also Terry*
25 *v. Sapphire Gentlemen’s Club*, 130 Nev. Adv. Op. 87, 336 P.3d 951, 954 (2014), reh’g denied (Jan.
26 22, 2015). Therefore, Plaintiffs cannot possibly breach a contractual agreement to be an
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1 independent contractor, *see* Answer, “Counterclaims” ¶¶ 47 and 49, or otherwise breach a state
2 common law duty by asserting their rights under the MWA, since any such contractual agreement
3 is unenforceable. *Terry v. Sapphire Gentleman's Club*, 336 P.3d 951, 958 (Nev. 2014) (economic
4 realities, not contractual labels, determines employment status for the remedial purposes of the
5 MWA); *Rutherford Food Corp. v. McComb*, 331 U.S. 722, 729 (1947); *Linebarger v. Devine*, 47
6 Nev. 67, 73, 214 P. 532, 534 (1923) (“when a contract is invalid or for any reason unenforceable,
7 it necessarily follows that no right of action exists for damages occasioned by the breach thereof”).
8

9 Defendants, in their Counterclaim and again in their Opposition, fail to note any cognizable
10 breach of their agreement. Here, while Defendant alleges that it entered into the agreements with
11 Plaintiffs, and it performed according to the terms of the contract, Defendant fails to establish that
12 Plaintiffs breached the terms of the contract.
13

14 Accordingly, because Defendant fails to properly allege that Plaintiffs breached the
15 agreement and any damages, Defendants’ breach of contract counterclaim should be dismissed. To
16 the extent that Defendant bases its breach of contract counterclaim on Plaintiff seeking to be
17 declared an employee under the MWA, this counterclaim fails as a matter of law.
18

19 **2. Breach of the Implied Covenant of Good Faith and Fair Dealing**

20 Similarly, there is no dispute of any material fact relating to Defendants’ Counterclaim for
21 Breach of the Implied Covenant of Good Faith and Fair Dealing. To succeed on a counterclaim for
22 breach of the implied covenant of good faith and fair dealing, a defendant must show: (1) plaintiff
23 and defendant were parties to an agreement; (2) plaintiff owed a duty of good faith to the defendant;
24 (3) plaintiff breached that duty by performing in a manner that was unfaithful to the purpose of the
25 contract; and (4) defendants’ justified expectations were denied. *Perry v. Jordan*, 900 P.2d 335,
26 338 (Nev. 1995). In Nevada, an implied covenant of good faith and fair dealing exists in every
27 contract. *Consol. Generator–Nevada, Inc. v. Cummins Engine Co., Inc.*, 971 P.2d 1251, 1256 (Nev.
28

1 1998); *see also Nelson v. Heer*, 163 P.3d 420, 427 (Nev. 2007) (“[A]ll contracts impose upon the
2 parties an implied covenant of good faith and fair dealing, which prohibits arbitrary or unfair acts
3 by one party that work to the disadvantage of the other.”). A party may assert a claim for its breach
4 “[w]here the terms of a contract are literally complied with but one party to the contract deliberately
5 countervenes [sic] the intention and spirit of the contract.” *Hilton Hotels Corp. v. Butch Lewis*
6 *Prods., Inc.*, 808 P.2d 919, 922–23 (Nev. 1991). However, “[a] claim for breach of the implied
7 covenant will be dismissed as redundant where the conduct allegedly violating the implied
8 covenant is also the predicate for breach of covenant of an express provision of the underlying
9 contract.” *Icd Holdings S.A. v. Frankel*, 976 F.Supp. 234, 243–44 (S.D.N.Y. 1997).

11 Again, a showing of an employer-employee relationship is unnecessary. Defendants have
12 failed to show how Plaintiffs violated the Implied Covenant and only focused on how there is an
13 unsettled question of whether Plaintiffs are employees.
14

15 Defendants Counterclaim alleges that Plaintiffs breached the duty of good faith by
16 accepting and retaining the benefits of the Agreement “while seeking to repudiate” and “be
17 declared an employee of Russell Road contrary to the express terms” of the Agreement. (*Id.* 25:13–
18 18). However, seeking employee status cannot be characterized as a repudiation of the agreement
19 since, as discussed above, terms indicating that Plaintiffs are not Defendants’ employee are
20 impermissible waivers of Plaintiffs’ rights under state and federal wage laws. Because such terms
21 are invalid, Plaintiffs cannot have a duty to comply with them. Moreover, this claim is
22 indistinguishable from Defendants’ claim for breach of contract since the “unfaithful manner of
23 performance” equates to the alleged actual breach. Accordingly, Defendants’ counterclaim for
24 breach of the implied covenant of good faith and fair dealing fails to show a plausible claim for
25 relief as a matter of law. The fact that the “employee vs. independent contractor” question remains
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1 unsettled has no bearing on the fact that Defendants are unable to meet even the threshold elements
2 of a claim for breach.

3 **3. Conversion**

4 A claim for conversion requires an allegation of “a distinct act of dominion wrongfully
5 exerted over another’s personal property in denial of, or inconsistent with his title or rights therein
6 or in derogation, exclusion, or defiance of such title or rights.” *Evans v. Dean Witter Reynolds,*
7 *Inc.*, 5 P.3d 1043, 1048 (Nev. 2000) (quoting *Wantz v. Redfield*, 326 P.2d 413, 414 (Nev. 1958)).

9 The economic loss rule provides that a party suffering only economic loss from the breach of an
10 express or implied contractual duty may not assert a tort claim for such breach absent an
11 independent duty of care under tort law. *Terracon Consultants v. Mandalay Resort*, 125 Nev. 66,
12 72-73, 206 P.3d 81, 86 (2009). “Purely economic loss” has been defined as “the loss of the benefit
13 of the user's bargain... including ... pecuniary damage for inadequate value... or consequent loss
14 of profits, without any claim of personal injury or damage to other property.” *Calloway v. City of*
15 *Reno*, 116 Nev. 250, 257, 993 P.2d 1259, 1263 (2000).

17 For the third time, Defendants ignore the fact that they are barred from pursuing their
18 counterclaim, and attempt to muddy the water by referring to the, admittedly, unsettled issue of
19 whether Plaintiffs are employees. Defendants’ conversion counterclaim issue is premised on the
20 erroneous assertion that Plaintiffs are not entitled the dance fees and the cash value of Dance
21 Dollars because these monies “are the exclusive personal property of Russell Road and not of its
22 employees.” (Def.’s Ans. & Countercls. 26:21–26). However, Defendant also admits that the
23 parties had an Agreement which provided that Plaintiffs retain such monies. (*Id.* 20:14–17). As
24 such, as Plaintiffs have abided by the policy in the Agreement Defendant cannot show that
25 Plaintiffs’ retention of the monies was “inconsistent” or “in derogation” of Defendants’ rights.
26
27
28

1 Because Plaintiffs' retention of dance fees and the cash value of Dance Dollars is pursuant
2 to the agreement, Defendant cannot establish a wrongful dominion nor has it alluded to facts that
3 signify the monies were exclusively Defendants' personal property at the time of retention.
4 Defendants' Counterclaim for Conversion therefore fails as a matter of law and judgment in favor
5 of Plaintiffs should be entered.
6

7 **4. Unjust Enrichment**

8 "The doctrine of unjust enrichment 'applies to situations where there is no legal contract
9 but where the person sought to be charged is in possession of money or property which in good
10 conscience and justice he should not retain but should deliver to another [or should pay for].'"
11 *Leasepartners Corp v. Robert L. Brooks Trust*, 942 F.2d 182, 187 (Nev. 1997) (quoting 66 Am.
12 Jur. 2d *Restitution* § 11 (1973)). In Nevada, the elements of an unjust enrichment counterclaim are
13 a benefit conferred on the plaintiff by the defendant, appreciation by the plaintiff of such benefit,
14 and acceptance and retention by the plaintiff of such benefit under circumstances such that it would
15 be inequitable for the plaintiff to retain the benefit without payment. *See Unionamerica Mtg. v.*
16 *McDonald*, 626 P.2d 1272, 1273 (Nev. 1981) (citations omitted). Again, the existence of an
17 employer-employee relationship is immaterial to this analysis.
18
19

20 Defendants have failed to demonstrate any benefit conferred by Defendants which would
21 be inequitable to retain. Plaintiffs are entitled to the tips which they received. Dance fees were
22 similarly compensation paid by a third party to the Dancer. These fees and tips were earned by
23 Plaintiffs. Defendants have failed to establish any manner which they can recover on a claim of
24 unjust enrichment. Accordingly, Defendant has not sufficiently pled a counterclaim for unjust
25 enrichment and it judgement should be entered in favor of Plaintiffs.
26

27 ///

28 ///

5. Declaratory Judgment

Finally, after bemoaning the dearth of evidence of tax returns, earnings, contributions of capital to a business, purchase or lease of tools, purchase or lease of materials, purchase or lease of equipment, and income information, Defendants' Opposition reinforces their request for a declaratory judgment from the court on the nature of Plaintiffs' employment status. This discovery, and countless discovery requests of which Plaintiffs have made of Defendants, remain unresolved as the case has not yet proceeded to litigation. However, despite the fact that these issues are unsettled—Defendants wish for the Court to make an ultimate judgment on the crux of this case—the classification of Plaintiffs' employment status.

The court may refuse to render or enter a declaratory judgment or decree where such judgment or decree would not terminate the uncertainty or controversy giving rise to the proceeding. NRS 30.080. "The purpose of a declaratory judgment action . . . is to quiet and stabilize legal relations and thereby provide a remedy in a case or controversy where there is still an opportunity for peaceable judicial settlement." *Ad Craft, Inc. v. Area Plan Comm'n of Evansville and Vanderburgh County*, 716 N.E.2d 6, 15-16, 1999 Ind. App. LEXIS 1386, 26 (1999). Therefore, a court should dismiss such counterclaims when they will be rendered moot by adjudication of the main action. *Principal Life Ins. Co. v. Lawrence Rucker 2007 Ins. Trust*, 674 F.Supp.2d 562, 566 (D.Del. 2009).

Defendants' counterclaim for declaratory judgment is the sum and substance of the issues in the underlying claims and defenses of both parties, and can only be resolved at the time of trial. The declaratory judgment counterclaim is redundant, and it will be rendered moot by adjudication of the main action. *See Principal Life Ins. Co. v. Lawrence Rucker 2007 Ins. Trust*, 674 F.Supp.2d 562, 566 (D.Del. 2009). The purposes for which the declaratory relief are sought are merely

1 restatements or duplicative of the majority of Defendants' defenses, and as such, will again be
2 resolved upon adjudication of the underlying claims.

3 **CONCLUSION**

4 For the foregoing reasons, Plaintiffs respectfully request that this Court enter an Order
5 Granting Summary Judgment in Plaintiffs' Favor on Defendants' Counterclaims in this matter.
6

7 DATED this 4th day of May, 2017.

8 **MORRIS//ANDERSON**

9 By: /s/ Ryan M. Anderson

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of
MORRIS ANDERSON, and on the 4th day of May, 2017, I served the foregoing ***REPLY IN
SUPPORT OF PLAINTIFFS’ MOTION FOR SUMMARY JUDGMENT ON DEFENDANTS’
COUNTERCLAIMS*** as follows:

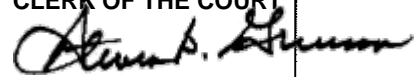
- ☒ Electronic Service – By serving a copy thereof through the Court’s electronic service system; and/or
- ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
- ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service.

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20 *Attorneys for Russell Road Food and Beverage, LLC*

21 **DISTRICT COURT**
22 **CLARK COUNTY, NEVADA**

23 JACQUELINE FRANKLIN, ASHLEIGH
24 PARK, LILY SHEPARD, STACIE ALLEN,
25 MICHAELA DIVINE, SAMANTHA JONES,
26 KARINA STRELKOVA, and DANIELLE
27 LAMAR, individually, and on behalf of a
28 class of similarly situated individuals,
Plaintiffs,

vs.

29 RUSSELL ROAD FOOD AND BEVERAGE,
30 LLC, a Nevada Limited Liability company
31 (d/b/a CRAZY HORSE III GENTLEMEN'S
32 CLUB), SN INVESTMENT PROPERTIES,
33 LLC, a Nevada limited liability company
34 (d/b/a CRAZY HORSE III GENTLEMEN'S
35 CLUB), DOE CLUB OWNER, I-X, ROE
36 CLUB OWNER, I-X, and ROE EMPLOYER,
I-X,

Defendants.

AND RELATED COUNTERCLAIMS

Case No.: A-14-709372-C

Dept. No.: 31

**DEFENDANT/COUNTERCLAIMANT,
RUSSELL ROAD FOOD AND
BEVERAGE, LLC'S MOTION TO
DISMISS PLAINTIFFS' COMPLAINT
PURSUANT TO N.R.C.P. 12(b)(1) AND
N.R.C.P. 12(h)(3)**

Date: _____

Time: _____



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1 **DEFENDANT/COUNTERCLAIMANT, RUSSELL ROAD FOOD AND**
2 **BEVERAGE, LLC'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT**
3 **PURSUANT TO N.R.C.P. 12(b)(1) and N.R.C.P. 12(h)(3)**

4 COMES NOW, Defendant/Counterclaimant, RUSSELL ROAD FOOD AND
5 BEVERAGE, LLC, a Nevada limited liability, dba CRAZY HORSE III GENTLEMEN'S
6 CLUB, (the "Defendant" and/or "Russell Road"), by and through its counsel of record,
7 GREGORY J. KAMER, ESQ., and KAITLIN H. ZIEGLER, ESQ., of KAMER ZUCKER
8 ABBOTT, and JEFFERY A. BENDAVID, ESQ., and STEPHANIE J. SMITH, ESQ. of
9 MORAN BRANDON BENDAVID MORAN, and hereby submits its Motion to Dismiss
10 Plaintiffs' Complaint Pursuant to N.R.C.P. 12 (b)(1) and N.R.C.P. 12(h)(3).
11

12 DATED this 2nd day of June, 2017

13
14 **MORAN BRANDON BENDAVID MORAN**

15 /s/ Jeffery A. Bendavid,

16 **JEFFERY A. BENDAVID, ESQ.**

17 Nevada Bar No. 6220

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20 630 South 4th Street

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22 **KAMER ZUCKER ABBOTT**

23 /s/ Gregory J. Kamer

24 **GREGORY J. KAMER, ESQ.**

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs, JACQUELINE FRANKLIN, ASHLEIGH PARK, LILY SHEPARD,
4 SAMANTHA JONES, KARINA STRELKOVA, STACIE ALLEN, MICHAELA MOORE,
5 and DANIELLE LAMAR (the “Plaintiffs”) have continuously prosecuted this matter on the
6 hope that their individual claims would be included as part of a certified class. If so certified,
7 all of the facial deficiencies with each Plaintiffs’ individual Complaint and the individual
8 claims for relief asserted therein would vanish in the black hole of class action litigation.
9

10 That hope now is dashed since Plaintiffs failed to obtain class certification. Since the time
11 to amend Plaintiffs’ Complaint passed on February 20, 2017 and Discovery closed on May 19,
12 2017, Plaintiffs must prosecute their cases on an individual basis based on the existing facts
13 now in evidence. As established below, those facts demonstrate unequivocally that this Court
14 lacks jurisdiction over the subject matter of this case. Therefore, Plaintiffs’ Complaint must
15 be dismissed pursuant to N.R.C.P. 12(b)(1) and N.R.C.P. 12(h)(3).
16

17 **II. FACTS**

18 This matter arises from Plaintiffs’ allegations that Plaintiffs were “employed” by Russell
19 Road as erotic dancers and Defendant failed to pay Plaintiffs Nevada’s minimum wage for the
20 alleged “work” each performed for Defendant as required by Nevada’s Minimum Wage
21 Amendment (the “MWA”). *See generally*, Third Amended Complaint. On October 2, 2015,
22 Plaintiffs filed their Third Amended Complaint asserting a claim for relief for Russell Road’s
23 alleged violation of the MWA and a claim for relief for Unjust Enrichment. *See Id.* Plaintiffs
24 also sought to prosecute these claims on behalf of themselves and a class of similarly situated
25 persons. *See Id.*
26
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1 On December 12, 2016, the Court Ordered that the original discovery deadlines would
2 be extended as stipulated to by Plaintiffs and Defendant. *See* Stipulation and Order Extending
3 Discovery Deadlines and Continue Trial. Pursuant to the Court's Order, the final day for
4 Plaintiffs to amend their Complaint was February 20, 2017. *See Id.* Additionally, the
5 Discovery period closed on May 19, 2017. *See Id.*
6

7 As of the date of this Motion, Plaintiffs have not amended their Complaint or the
8 allegations and claims asserted therein. Despite being required by N.R.C.P. 8(a), Plaintiffs'
9 Third Amended Complaint does not contain any declaration of the amount of damages sought
10 by Plaintiffs or that such damages exceed the jurisdictional limit of \$10,000. *See generally,*
11 Third Amended Complaint.
12

13 Further, the period for Discovery closed on May 19, 2017, and Plaintiffs have not
14 disclosed the required calculation of damages and supporting documentation that originally
15 were due Russell Road by January 13, 2016. *See* Joint Case Conference Report at 11.
16

17 On April 27, 2016, Plaintiffs filed their Motion for Class Certification. *See* Motion for
18 Class Certification at 1. After Plaintiffs vacated their Motion to for Class Certification for
19 nearly a year, a hearing was held before this Court concerning Plaintiffs' Motion for Class
20 Certification on January 10, 2017, and again on March 16, 2017. *See* Order Denying Motion
21 for Class Certification. After these hearing and upon consideration of the oral and written
22 arguments provided therein, this Court denied Plaintiffs' Motion for Class Certification on
23 April 12, 2017. *See Id.*
24

25 Since this Court's denial of Plaintiffs' Motion for Class Certification, Plaintiffs did not
26 conduct any discovery whatsoever. Plaintiffs failed to make any additional disclosures of
27 information or documents demonstrating any element of their claims for relief or establishing
28



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1 any amount of damages or recovery that Plaintiffs could obtain in this matter. The period for
2 Discovery has closed without any further action by Plaintiffs. *See supra*. Therefore, Plaintiffs
3 are required to prosecute their cases on a separate and individual basis, as they stand today.

4 As demonstrated below, the individual Complaint of each Plaintiff must be dismissed
5 for lack of subject matter jurisdiction since each Plaintiff has failed to claim any damages,
6 damages allegedly in excess of \$10,000.00, and/or it appears to a legal certainty that the
7 maximum recovery for their asserted claims for relief are worth less than the required
8 \$10,000.00. Therefore, Plaintiffs' Complaint must be dismissed pursuant to N.R.C.P.
9 12(b)(1) and N.R.C.P. 12(h)(3).
10

11 **III. LEGAL STANDARD**

12 N.R.C.P. 12(b)(1) permits Defendant to move this Court for dismissal of Plaintiffs'
13 Complaint where the Court lacks jurisdiction over the subject matter. Further, N.R.C.P.
14 12(h)(3) provides that "**whenever** it appears by suggestion of the parties or otherwise that the
15 court lacks jurisdiction of the subject matter, the court **shall** dismiss the action." (Emphasis
16 Added). *See also, Morrison v. Beach City LLC*, 116 Nev. 34, 36, 991 P.2d 982, 983 (2000).
17 The burden of proving subject matter jurisdiction is placed on Plaintiffs. *See Morrison*, 116
18 Nev. at 36-7 (citations omitted). Plaintiffs can only meet their burden through the submission
19 of "summary judgment type evidence relevant to the amount in controversy," in existence at
20 the time of the filing of their Complaint. *See e.g., Singer v. State Farm Mut. Auto. Ins. Co.*,
21 116 F.3d 373, 377 (9th Cir. 1997).
22

23 The Nevada Constitution provides that district courts do not have original jurisdiction
24 over actions that fall within the original jurisdiction of the justices' courts. *See Nev. Const.*
25
26



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1 art. 6, § 6. NRS 4.370(1) confers original jurisdiction upon justices' courts over civil actions
2 for damages or fines, if such damages or fines, without interest, do not exceed \$10,000¹.

3 As demonstrated below, the individual Complaint of each Plaintiff must be dismissed for
4 lack of subject matter jurisdiction since each Plaintiff has failed to claim any damages,
5 damages allegedly in excess of \$10,000.00, and/or it appears to a legal certainty that the
6 maximum recovery for their asserted claims for relief are worth less than the required
7 \$10,000.00. Therefore, Plaintiffs' Complaint must be dismissed pursuant to N.R.C.P.
8 12(b)(1) and N.R.C.P. 12(h)(3).
9

10 **III. ARGUMENT**

11 **A. Plaintiffs Have Failed to Meet The Required Jurisdictional Amount Because** 12 **Plaintiffs' Third Amended Complaint Fails to Claim Damages In Excess of** 13 **\$10,000.00.**

14 N.R.C.P. 8(a)(2) requires Plaintiffs to include in their Complaint a demand for
15 judgment for the relief sought by Plaintiffs. If Plaintiffs are seeking damages in excess of
16 \$10,000.00, Plaintiffs further are required by N.R.C.P. 8(a)(2) to include in their demand for
17 damages the phrase, "in excess of \$10,000.00." If Plaintiffs fail to provide this required
18 assertion as part of their damages claimed or otherwise fails to assert a specific amount of
19 damages that exceeds \$10,000.00, then Plaintiffs have failed to allege damages in excess of
20 the jurisdictional amount as provided by NRS 4.370(1). *See Morrison*, 116 Nev. at 37
21 (recognizing court's ability to determine jurisdiction based solely on amount of damages
22 claimed). *See also, Royal Insurance v. Eagle Valley Construction, Inc.*, 110 Nev. 119, 120,
23 867 P.2d 1146, 1147 (1994) (dismissed claim for lack of subject matter jurisdiction because
24 claimed damages were less than jurisdictional amount required); and *e.g., Penrose v. Fritsch*,
25
26
27

28 ¹ Effective January 1, 2017, the jurisdictional amount has been increased to \$15,000.00. Plaintiffs' Complaint was filed prior to January 1, 2017, and therefore is subject to the \$10,000.00 threshold.



1 2014 U.S. Dist. LEXIS 145667, at *3 (D. Nev. 2014) (Dismissal under Rule 12(b)(1) is
2 appropriate if the complaint fails to allege facts on its face sufficient to establish subject
3 matter jurisdiction).

4 On the face of Plaintiffs' Complaint, this Court lacks jurisdiction over the subject
5 matter. Plaintiffs filed their Third Amended Complaint on October 2, 2015. *See* Third
6 Amended Complaint at 1. Plaintiffs' Third Amended Complaint fails to allege any facts
7 establishing that this Court has jurisdiction over the subject matter. *See generally*, *Id.* Instead,
8 Plaintiffs state the following:
9

- 10 1. This Court has jurisdiction over the subject matter and the person of
11 defendants. Venue is proper in Clark County. *Id.* at 2.

12 In no possible manner, does the above declaration asserted by Plaintiffs in their Third
13 Amended Complaint operate to establish that this Court has subject matter jurisdiction. *See*
14 *supra*.

15 Plaintiffs' first claim for relief asserts a claim for damages for Russell Road's alleged
16 failure to pay each Plaintiff wages for the alleged hours that each Plaintiff allegedly worked as
17 employees of Russell Road. *See* Third Amended Complaint at 5. Plaintiffs allege that they
18 are entitled to damages in amount equal to the rate specified by Nevada's Minimum Wage
19 Amendment for each hour they allegedly worked for Russell Road. *See Id.* Plaintiffs also
20 allege that they are entitled to receive the penalty amount provided by NRS 608.040 because
21 of Russell Road's alleged failure to pay Plaintiffs wages owed when they were discharged or
22 resigned. *See Id.* However, Plaintiffs absolutely fail to allege that such damages demanded
23 under Plaintiffs' first claim for relief exceed \$10,000 for any one of the Plaintiffs. *See Id.*
24
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1 Plaintiffs' second claim for relief asserts a claim for relief in equity for Unjust
2 Enrichment. *See Id.* at 6. This claim for relief makes no demand whatsoever let alone for an
3 amount that exceeds \$10,000.00. *See Id.* Thus, Plaintiffs' second claim for relief again fails
4 to demand the recovery of an amount that exceeds \$10,000 for any one of the Plaintiffs. *See*
5 *Id.*

6
7 Plaintiffs' Third Amended Complaint also provides Plaintiffs' "Request for Relief."
8 *See Id.* at 6. Here Plaintiffs request an award of damages for unpaid wages for each Plaintiff.
9 *See Id.* Plaintiffs also request an award for additional penalty wages prescribed by Nevada
10 law for Russell Road's alleged failure to pay wages to discharged or resigning employees
11 when due. *See Id.* Plaintiffs also demand restitution to Plaintiffs of all "fees, fines, and other
12 monies" that were "not otherwise accounted for as damages" for Russell Road's alleged
13 failure to pay wages. *Id.* Again, however, none of these prayers for relief request an award in
14 an amount in "excess of \$10,000.00." *See Id.*

15
16 Thus, Plaintiffs' Third Amended Complaint, on its face, fails to assert, at any time, a
17 demand for damages or any other award that "exceeds \$10,000.00" as required by N.R.C.P.
18 8(a)(2). *See supra.* As such, this Court lacks jurisdiction over the subject matter in this case
19 since Plaintiffs failed to claim or demand any damages in excess of \$10,000.00. *See Royal*
20 *Insurance*, 110 Nev. at 120. *See also, Morrison*, 116 Nev. at 37-38. Therefore, Plaintiffs'
21 Complaint must be dismissed for lack of subject matter jurisdiction pursuant to N.R.C.P.
22 12(b)(1) and 12(h)(3).
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1 **B. Plaintiffs' First Claim for Relief Must Be Dismissed Since It Appears To a Legal**
2 **Certainty That the Claim Asserted Is For Less Than The Jurisdictional Amount.**

3 Where the Court is required to look beyond any damages claimed in a complaint to
4 determine whether the claimed damages meet the jurisdictional requirement, Nevada has
5 adopted the federal courts' "legal certainty" test. *See Morrison*, 116 Nev. at 38, fn. 15
6 (adopting the federal court's legal certainty test for determining the jurisdictional amount in
7 controversy in Nevada district courts). This test requires that in order to dismiss a matter or
8 claim based on a lack of subject matter jurisdiction, it must appear to a legal certainty that the
9 claim is worth less than the jurisdictional amount. *See Id. (citing St. Paul Indemnity Co. v.*
10 *Cab Co.*, 303 U.S. 283, 288-89, 82 L. Ed. 845, 58 S. Ct. 586 (1938); and *Budget Rent-A-Car,*
11 *Inc., v. Higashiguchi*, 109 F.3d 1471, 1473 (9th Cir. 1997).

13 Under the "legal certainty" test, the amount in controversy ordinarily is determined
14 from the face of the complaint and unless a different rule is required by law, the amount
15 alleged controls if made in good faith. *See Pachinger v. MGM Grand Hotel-Las Vegas, Inc.*,
16 802 F.2d 362, 363-64 (9th Cir. 1986). In the 9th Circuit, three (3) situations exist where the
17 Court can go beyond the pleadings to determine whether a claim is worth less than the
18 jurisdictional amount: (1) when the terms of a contract limit possible recovery; (2) when a
19 specific rule of law or measure of damages limits the amount of damages recoverable; and (3)
20 when independent facts show that the amount of damages was claimed merely to obtain
21 jurisdiction. *See Id.* at 364 (quotation omitted).

24 Here, relying simply on the face of Plaintiffs' Complaint demands dismissal as
25 explained above since Plaintiffs failed to allege pursuant to N.R.C.P. 8(a)(2) any amount of
26 damages and pursuant to N.R.C.P. 8(a)(2), failed to allege that their damages exceed
27



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1 \$10,000.00. *See generally*, Third Amended Complaint. No determination of whether the
2 Court should “go beyond” the face of the Complaint to establish jurisdiction is required
3 because Plaintiffs did not assert an amount of damages to establish subject matter jurisdiction
4 in this Court. *See Id.*

5
6 Nonetheless, the Court may “go beyond” the face of Plaintiffs’ Complaint since
7 applicable rules of law limit the amount Plaintiffs’ may recover on either of their claims for
8 relief. *See infra*. Plaintiffs’ first claim for relief alleges that Russell Road owes each Plaintiff
9 a sum “representing the unpaid wages” for each hour that Plaintiffs allegedly performed at no
10 less than the hourly rate specified in the Minimum Wage Amendment.” Third Amended
11 Complaint at 5. Plaintiffs further allege that they are entitled to receive “penalty wages”
12 specified by NRS 608.040 for Russell Road’s alleged failure to pay wages to discharged or
13 resigning employees when due.” *Id.*

14
15 Although Plaintiffs’ first cause of action is asserted under the MWA, Plaintiffs’ claim
16 is, in fact, an action for back pay under NRS 608.260, since Plaintiffs seek damages for unpaid
17 wages. *See Id.* *See also, Perry v. Terrible Herbst, Inc.*, 132 Nev. Adv. Rep. 75 at *7-8, 383
18 P.3d 257, 259 (2016) (determining that claim for failure to pay Nevada’s Minimum Wage was
19 in reality, a claim for back pay under NRS 608.260, and therefore subject to a 2-year statute of
20 limitation). Under NRS 608.260, an employee is entitled to sue an employer only to recover
21 the difference between the amount of wages paid an employee and the amount of minimum
22 wage. Plaintiffs’ allegations in its first claim for relief seek such a recovery. *See supra*.
23

24
25 Since Plaintiffs are seeking only to recover their alleged unpaid wages from Russell
26 Road and Nevada’s Minimum Wage Amendment as well as NRS 608.260 limit Plaintiffs’
27 recovery to the amount of alleged unpaid wages, a rule of law exists limiting Plaintiffs’
28



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1 recovery. *See Pachinger*, 802 F.2d at 363-64. Therefore, the Court can look beyond
2 Plaintiffs' pleadings to determine whether it appears to a legal certainty that Plaintiffs have
3 met the jurisdictional threshold. *See Id.*

4 Nevada's Minimum Wage Amendment (Nev. Const. Art. XV, § 16) (the "MWA"),
5 establishes a base minimum wage for Nevada employees² and explains how adjustments to the
6 base minimum wage are to be made. The State of Nevada's Office of the Labor
7 Commissioner has prescribed during all times relevant to Plaintiffs' Complaint that Nevada's
8 minimum wage for employees to whom qualifying health benefits have been offered available
9 by their employer is \$7.25 per hour, and \$8.25 per hour for all other employees. *See State of*
10 *Nevada Minimum Wage 2017 Bulletin*, a copy of which is attached hereto as Exhibit "1."
11 Here, no evidence exists that Plaintiffs were offered qualifying health benefits since Plaintiffs
12 were Independent Contractors. *See generally*, Answer and Complaint. For the purposes of
13 this argument, the minimum wage that Plaintiffs would be entitled to receive if deemed
14 employees as they allege in their Third Amended Complaint is \$8.25.
15
16
17

18 In this matter, no genuine issue of material fact exists as to the number of hours each
19 Plaintiff allegedly performed or were present. Plaintiffs have not disclosed any other evidence
20 establishing such hours. *See* Plaintiffs' Initial List of Disclosures and Witness (w/o
21 documents), and amendments thereto, copies of which are attached hereto as Exhibit "2." In
22 fact, Plaintiffs have not disclosed any calculation or estimate of their respective damages at
23 all³. Pursuant to N.R.C.P. 16.1(a)(1)(C), Plaintiffs were required to provide Russell Road
24
25

26 ² Russell Road has objected from the onset of this suit that Plaintiffs' are not employees and alleged that
27 Plaintiffs at all times were Independent Contractors. Nothing asserted in this Motion to Dismiss operates
28 to rescind or waiver any prior objections.

³ Plaintiffs' failure to disclose damages calculations or provide related documents are the subject of
previously filed Motions to Compel before the Discovery Commissioner.



1 with computation of any category of damages claimed by the disclosing party and make
2 available under Rule 34 all of the documents on which such computations were based.
3 Pursuant to the Joint Case Conference Report, Plaintiffs were required to make these
4 disclosures by January 13, 2016. As of the date of this Motion, Plaintiff failed to disclose any
5 damages computation or the documents on which such allegations of damages were based.
6 *See generally*, Motion to Compel Interrogatories and Motion to Compel Requests for
7 Production of Documents.
8

9 To the contrary, Russell Road disclosed a complete printout from Russell Road's
10 Clubtrax computer system⁴ that establishes each date and number of hours that each Plaintiff
11 performed or was present at Russell Road's Crazy Horse III Gentlemen's Club. *See* Charge
12 Summary and Dance Dollar Report for each remaining Plaintiff, copies of which are attached
13 hereto as Exhibit "3." Since the period for Discovery closed on May 19, 2017, no further
14 evidence can be discovered that could determine any other number of hours that each Plaintiff
15 performed at Russell Road's Crazy Horse III Gentlemen's Club. *See* Stipulation and Order
16 Extending Discovery. Therefore, the number of hours that each Plaintiff allegedly performed
17 or was in attendance at Russell Road's Crazy Horse III Gentlemen's Club, without the
18 possibility of dispute, is provided by each Plaintiff's Charge Summary and Dance Dollar
19 Report. *See Id.*
20
21
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27 ⁴ The Crazy Horse III Gentlemen's Club utilizes the Clubtrax point of sale system that records and tracks
28 the times, dances, fees, information, payments, stage lists, etc., for each dancer. Each dancer who
performs at Crazy Horse III Gentlemen's Club is required to log in and log out and such times are
recorded by Clubtrax.



Based on these reports, the total number of hours the following Plaintiffs allegedly performed or were in attendance are as follows:

<u>Plaintiff</u>	<u>Total Hours</u>
Lily Shepard	196.64
Ashleigh Park	92.08
Danielle Lamar	356.01
Karina Strelkova	671.10
Samantha Jones	8.52
Stacie Allen	0.00 ⁵
Michaela Moore	0.00 ⁶ . Id.

After multiplying Nevada's applicable minimum wage of \$8.25/hour by the number of hours during which each of the above Plaintiffs allegedly performed for Russell Road within the applicable two (2) year statute of limitation, each Plaintiff may only recover unpaid wages in the following maximum amounts:

<u>Plaintiff</u>	<u>Total Hours x \$8.25/hour</u>
Lily Shepard	\$1,622.28 (196.64 hours)
Ashleigh Park	\$759.66 (92.08 hours)
Danielle Lamar	\$2,937.08 (356.01 hours)

⁵ Plaintiff, Stacie Allen's last date of performance identified on her Entertainer Charge Summary is July 9, 2011, which is outside the two (2) year statute of limitation for a claim for unpaid wages. Id. Therefore, Plaintiff, Stacie Allen, could not have performed any hours on which she could obtain any award of damages.

⁶ Plaintiff, Michaela Moore's last date of performance identified on her Entertainer Charge Summary is November 5, 2011, which is outside the two (2) year statute of limitation for unpaid wages. Id. Therefore, Plaintiff, Michaela Moore, cannot have performed any hours on which she could obtain any award of damages.



1	Karina Strelkova	\$5,536.58 (671.10 hours)
2	Samantha Jones	\$70.29 (8.52)
3	Stacie Allen	\$0.00 (0.00 hours)
4	Michaela Moore	\$0.00 (0.00 hours). Id.

5
6 Based on the above calculations for each individual Plaintiff identified above, it appears to a
7 legal certainty that for each of the above Plaintiffs their individual first claim for relief
8 asserted under the MWA is worth less than the required jurisdictional amount of \$10,000.00.
9 *See infra.*

10
11 However, Plaintiffs also contend in their first claim for relief that they are entitled to
12 “penalty wages” provided by NRS 608.040 for failure to pay wages to discharged or resigning
13 employees when due. Third Amended Complaint at 5. NRS 608.040(b) provides that if an
14 employer fails to pay an employee all wages due at the time of an employee’s resignation, an
15 employee’s wages continue until paid or for 30 days. Plaintiffs allege that Russell Road failed
16 to pay Plaintiffs unpaid wages due at the time of their resignation. *See Id.* Thus, the
17 maximum penalty each Plaintiff could receive under NRS 608.040 is \$1,980.00, which is the
18 amount equal to Nevada’s Minimum Wage at the time of their discharge (\$8.25/hour)
19 multiplied the maximum amount of hours in a single day (8) multiplied by thirty (30) days.
20 Although Plaintiffs never performed full time or had any type of regular schedule, the
21 maximum penalty (\$1,980.00) will be used solely for the purposes of this Motion to Dismiss
22 to demonstrate that the Court lacks jurisdiction over this matter.
23

24
25 Based on Plaintiffs’ allegations made as part of their first claim for relief, the
26 undisputed facts provided in this case regarding the number of hours each Plaintiff performed
27 at Russell Road’s Crazy Horse III Gentlemen’s Club, and applicable Nevada law limiting
28



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1 Plaintiffs' actual recovery, Plaintiffs' damages, which include the maximum amount of
2 penalty permitted under NRS 608.040 (\$1,980.00), are limited to the following maximum
3 amounts:

<u>Plaintiff</u>	<u>Total Possible Damages</u>
Lily Shepard	\$3,602.28
Ashleigh Park	\$2,739.66
Danielle Lamar	\$4,917.08
Karina Strelkova	\$7,515.75
Samantha Jones	\$2,050.29
Stacie Allen	\$0.00
Michaela Moore	\$0.00 ⁷ . Id.

14 Relying entirely on Plaintiffs' assertion of damages as set forth in their first claim for
15 relief and applicable Nevada law, each of the above Plaintiffs cannot under a legal certainty
16 receive an award of damages in excess of \$10,000.00 for their first claim for relief. *See supra*.
17 Therefore, the first claim for relief for the above Plaintiffs must be dismissed for lack of
18 subject matter jurisdiction pursuant to N.R.C.P. 12(b)(1) and N.R.C.P. 12(h)(3).
19

20 **C. Plaintiffs' Second Claim for Relief Must Be Dismissed Since It Appears To a Legal**
21 **Certainty That the Claim Asserted Is For Less Than The Jurisdictional Amount.**

22 As explained above, the Court may look beyond Plaintiffs' Complaint for the limited
23 purpose of determining whether it is legally impossible for Plaintiffs' to recover the amounts
24 alleged to establish subject matter jurisdiction. *See supra*. If it is impossible for Plaintiffs to
25

27 ⁷ Plaintiffs, Stacie Allen and Michaela Moore did not perform at Russell Road's Crazy Horse III
28 Gentlemen's Club within 2 years from the date of Plaintiffs' Complaint filed on November 4, 2014. Id.
Therefore, neither can obtain an award of damages in excess of \$10,000.00 on their first claim for relief.



1 recover such amounts, this Court does not hold jurisdiction over the subject matter of this
2 case. *See Id.*

3 Under Nevada law, Plaintiffs may not recover in equity where Plaintiffs have a full
4 and adequate remedy at law. *See State v. Second Judicial Dist. Court in & for Washoe*
5 *County*, 49 Nev. 145, 159, 241 P. 317, 322 (1925). "Count Two" of Plaintiffs' Third
6 Amended Complaint attempts to assert a claim in equity against Russell Road for Unjust
7 Enrichment but as an alleged violation of the MWA. *See Third Amended Complaint* at 3-4
8 and at 6⁸. Plaintiffs' second claim for relief specifically alleges that the wages allegedly
9 earned by Plaintiffs but not paid by Russell Road constituted a benefit conferred on Russell
10 Road by Plaintiffs. *See Id.* Plaintiffs, therefore, conclude in their second claim for relief that
11 Russell Road has been unjustly enriched by accepting and retaining this benefit conferred by
12 Plaintiffs. *See Id.*

15 On its face, Plaintiffs' second cause of action for Unjust Enrichment must be dismissed
16 for lack of subject matter jurisdiction. Plaintiffs' second claim for relief attempts to recover in
17 equity Plaintiffs' alleged unpaid wages. *See Id.* However, the MWA and NRS 608.260
18 provide Plaintiffs with an adequate and full remedy at law to sue and recover any actual
19 unpaid wages owed. *See Nev. Const., Article XV, Sec. 16(B); and NRS 608.260. See also,*
20 *Perry*, 132 Nev. Adv. Rep. 75 at *7 (determining that claim for failure to pay Nevada's
21 Minimum Wage under the MWA was in reality a claim for back pay under NRS 608.260 and
22 the method for calculating damages is derived directly from the MWA). Further, Plaintiffs'
23 first claim for relief already asserts a claim under the MWA for the recovery of their allegedly
24 unpaid wages. *See Third Amended Complaint* at 5.

27
28 ⁸ Plaintiffs' second claim for relief specifically incorporates Plaintiffs' general allegations. *See Id.* at 6.

1 As such, Nevada law provides an adequate and full remedy for Plaintiffs' to recover
2 any allegedly unpaid wages from Plaintiff. *See supra*. As a result, it is impossible for
3 Plaintiffs to recover the same allegedly unpaid wages in equity as part of their second claim
4 for relief for Unjust Enrichment. Therefore, this Court does not hold jurisdiction over the
5 subject matter of this case and Plaintiffs' second claim for relief must be dismissed pursuant to
6 N.R.C.P. 12(b)(1) and N.R.C.P. 12(h)(3).

8 **D. Plaintiffs' Attempt to Modify Their Second Claim for Relief Must Be Dismissed Since**
9 **It Appears To a Legal Certainty That the Claim Asserted Is For Less Than The**
10 **Jurisdictional mount.**

11 From the onset of this case, Russell Road has objected to and sought the dismissal of
12 Plaintiffs' second claim for relief for Unjust Enrichment since Plaintiffs' cannot recover in
13 equity where Plaintiffs could recover as a matter of law. *See* Russell Road's Motion to
14 Dismiss at 20-21. Originally, Plaintiffs avoided the dismissal of their second claim for relief
15 on the ground that they had asserted their second claim for relief in the "alternative." *See*
16 Order Granting in Part and Denying in Part Russell Road's Motion to Dismiss at 26.

17 Since that time, however, Plaintiffs repeatedly have attempted to redefine and newly
18 characterize their second claim for relief as an "independent" claim for relief asserted
19 separately from their first claim for relief. *See* Plaintiffs' Motion to Compel Discovery
20 Responses at 6. *See also*, Reply in Support of Motion for Certification at 10-11. In each
21 instance, Russell Road has objected⁹ to these attempts since Plaintiffs' second claim for relief
22 asserted in their Third Amended Complaint plainly alleges a violation of the MWA and
23 demands payment of their allegedly unpaid wages. *See supra*.

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27
28 ⁹ Russell Road does not waive or forego any of its objections related to Plaintiffs' improper attempts to
redefine their second claim for relief.



1 Most recently, Plaintiffs have asserted that Plaintiffs' Complaint is comprised of two
2 (2) separate claims for relief. *See* Reply in Support of Motion for Class Certification at 10.
3 Plaintiffs contend that their first claim for relief is a legal claim for unpaid wages under the
4 MWA, which only seeks payment of the minimum wage for all hours allegedly worked. *See*
5 *Id.* Plaintiffs further contend that their second claim for relief is an equitable claim for Unjust
6 Enrichment and only seeks restitution of fees and fines the Club allegedly extracted from
7 Plaintiffs. *See Id.*

9 Regardless of the fact that Plaintiffs' most recent redefinition of their second claim for
10 relief does not match the actual allegations asserted in Plaintiffs' Third Amended Complaint,
11 Plaintiffs' second claim for relief, as newly defined by Plaintiffs, still must be dismissed for
12 lack of subject matter jurisdiction pursuant to N.R.C.P. 12(b)(1) and N.R.C.P. 12(h)(3)¹⁰.
13 Plaintiffs' second claim for relief must be dismissed for lack of subject matter jurisdiction
14 because it is impossible for each Plaintiff to recover an amount in equity that exceeds the
15 required jurisdictional amount of \$10,000.00. *See infra.*

17 Under Nevada law, recovery under a theory of unjust enrichment is limited to the
18 reasonable value of the services, money, or property unjustly retained. *See Asphalt Prods.*
19 *Corp. v. All Star Ready Mix*, 111 Nev. 799, 802, 898 P.2d 699, 701 (1995). Here, Plaintiffs'
20 most recent characterization of their second claim for relief is that Plaintiffs only seek to
21 recover the "fees and fines" paid to Russell Road. *See supra.* Plaintiffs' Third Amended
22 Complaint alleges that Russell Road "imposed various monetary fines" on Plaintiffs for their
23
24
25

26
27 ¹⁰ Plaintiffs allegations of separate, independent claims for relief absolutely prevents Plaintiffs from
28 aggregating their claims to meet the jurisdictional amount. *See Hartford Mining Co. v. Home Lumber*
Coal Co., 61 Nev. 19, 21, 114 P.2d 1093, 1094 (1941) (only where causes of action are properly united
may a plaintiff aggregate the amounts sued for to exceed jurisdictional amount). *See also, e.g., Wastier*
v. Schwan's Consumer Brands, N. Am., Inc., 2007 U.S. Dist. LEXIS 89441 at *3-4 (S.D. Ca. 2007).



1 failure to comply with various alleged rules and regulations. Third Amended Complaint at 4.
2 Plaintiffs also allege that Russell Road “imposed various fees” on Plaintiffs such as fees “to
3 work a shift and fees for declining to dance on the stage during a shift.”

4 As explained above, Plaintiffs have not disclosed any calculation of the amounts of
5 “fees and fines” allegedly assessed against Plaintiffs. *See supra*. Further, Plaintiffs have not
6 disclosed any evidence demonstrating that Plaintiffs actually were assessed any “fees and
7 fines” by Russell Road. *See Id.*

8 To the contrary, Russell Road’s previously disclosed Charge Summary and Dance
9 Dollar Report for each Plaintiff identifies the exact amount of alleged “fees and fines”
10 recorded for each Plaintiff. *See Exhibit “3.”* Since the period for Discovery closed on May
11 19, 2017, no further evidence can be discovered that could determine a different amount of
12 “fees and fines” recorded for each Plaintiff. *See Stipulation and Order Extending Discovery*
13 *Period*. Based on these reports, the total amount of “fees and fines” actually exists for each
14 Plaintiff are as follows:

15 A. Plaintiff, Lily Shepard:

16 House Fees	\$1,765.00
17 Credits and Adjustments:	-\$600.00
18 Off Stage Fees	\$1,160.00
19 Fines	\$0.00
20 <u>Retained % of Dance Dollars:</u>	<u>\$170.00¹¹</u>
21 Total	\$2,495.00. Exhibit “3.”

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¹¹ Russell Road charged a 10% charge for the redemption of Dance Dollars for each Plaintiff. “Retained % of Dance Dollars” reflects the portion (10%) retained by Russell Road of each Plaintiff’s redeemed Dance Dollars.



1
2 B. Plaintiff, Ashleigh Park:

3 House Fees \$275.00
4 Credits and Adjustments: -\$50.00
5 Off Stage Fees \$0.00
6 Fines \$0.00
7 Retained % of Dance Dollars: \$162.00
8 **Total** \$387.00. Id.

9
10 C. Plaintiff, Danielle Lamar:

11 House Fees \$2,830.00
12 Credits and Adjustments: -\$1,222.00
13 Off Stage Fees \$1,440.00
14 Fines \$0.00
15 Retained % of Dance Dollars: \$120.00
16 **Total** \$3,168.00. Id.

17
18 D. Plaintiff, Jacqueline Franklin:

19 House Fees \$9,675.00
20 Credits and Adjustments: -\$3,145.00
21 Off Stage Fees \$1,120.00
22 Fines \$0.00
23 Retained % of Dance Dollars: \$624.00
24 **Total** \$8,274.00. Id.



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1
2 E. Plaintiff, Karina Strelkova:

3

House Fees	\$5,455.00
Credits and Adjustments:	-\$2,295.00
Off Stage Fees	\$680.00
Fines	\$50.00
<u>Retained % of Dance Dollars:</u>	<u>\$1,142.00</u>
Total	\$5,032.00. Id.

10

11 F. Plaintiff, Samantha Jones:

12

House Fees	\$70.00
Credits and Adjustments:	-\$35.00
Off Stage Fees	\$0.00
Fines	\$00.00
<u>Retained % of Dance Dollars:</u>	<u>\$0.00</u>
Total	\$35.00. Id.

18

19 Regarding Plaintiffs, Stacie Allen and Michaela Moore, neither performed at Russell
20 Road's Gentlemen's Club since 2011, which is far outside the two (2) year statute of
21 limitation applicable to this matter. *See supra*. Accordingly, Plaintiffs, Stacie Allen and
22 Michaela Moore, cannot recover any amount from Russell Road for their equitable claim of
23 Unjust Enrichment.

24
25 Additionally, neither Plaintiff, Stacie Allen, nor Plaintiff, Michaela Moore, as provided
26 below, could recover an amount in excess of \$10,000.00 within four years of Plaintiffs'
27 November 4, 2014 Complaint.
28



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1
2 G. Plaintiff, Stacie Allen:

3 House Fees \$330.00
4 Credits and Adjustments: -\$0.00
5 Off Stage Fees \$80.00
6 Fines \$00.00
7 Retained % of Dance Dollars: \$408.00
8 **Total** \$818.00. Id.

9
10 H. Plaintiff, Michaela Moore:

11 House Fees \$665.00
12 Credits and Adjustments: -\$70.00
13 Off Stage Fees \$120.00
14 Fines \$0\0.00
15 Retained % of Dance Dollars: \$0.00
16 **Total** \$715.00. Id.

17
18
19 Relying entirely on Plaintiffs' assertion of recovery as set forth in their second claim
20 for relief and applicable Nevada law, Plaintiffs cannot under a legal certainty recover an
21 amount in equity for their respective "fees and fines" in excess of \$10,000.00. *See supra*.
22 Therefore, Plaintiffs' second claim for relief must be dismissed for lack of subject matter
23 jurisdiction pursuant to N.R.C.P. 12(b)(1) and N.R.C.P. 12(h)(3).
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1 **E. Combining the Maximum Possible Recovery of Plaintiffs' Claims for Relief Still**
2 **Prevents This Court From Having Jurisdiction Over The Matters Involving**
3 **Plaintiffs, Lily Shepard, Ashleigh Park, Danielle Lamar, Samantha Jones, Stacie**
4 **Allen, and Michaela Moore.**

5 Plaintiffs insist and repeatedly have contended to the Court that their claims for relief
6 are wholly separate from each other and therefore, can survive separately. *See supra.*
7 Consequently, Plaintiffs should not be permitted to combine the maximum amount of
8 damages for each Plaintiff for each of their independent claims. *See Hartford Mining Co. v.*
9 *Home Lumber Coal Co.*, 61 Nev. at 21 (only where causes of action are properly united may a
10 plaintiff aggregate the amounts sued for to exceed jurisdictional amount). *See also, e.g.,*
11 *Budget Rent-A-Car Systems, Inc. v. Stauber*, 849 F. Supp. 743, 746 (D. Hawaii 1994)
12 (standard for aggregation in a "legal certainty" matter is whether claims are "common and
13 undivided" or "separate and distinct"); and *Wastier*, 2007 U.S. Dist. LEXIS 89441 at *3-4
14 (*S.D. Ca. 2007*).

15
16 Nonetheless, the below table demonstrates that aggregating the possible damages from
17 Plaintiffs' first claim for relief with the possible recovery from Plaintiffs' second claim for
18 relief, which Plaintiffs insist are entirely independent, separate claims for relief, still prohibits
19 this Court from having jurisdiction over Plaintiffs, Lily Shepard, Ashleigh Park, Danielle,
20 Lamar, Samantha Jones, Stacie Allen, and Michaela Moore.

21
22 A. Plaintiff, Lily Shepard:

23 Damages from Count One:	\$3,602.28
24 Recovery from Count Two:	\$2,495.00
25 Total	\$6,097.28. <i>See supra.</i>



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1 B. Plaintiff, Ashleigh Park:

2 Damages from Count One: \$2,739.66
3 Recovery from Count Two: \$387.00
4 **Total** **\$3,126.66. Id.**

5
6 C. Plaintiff, Danielle Lamar:

7 Damages from Count One: \$4,917.08
8 Recovery from Count Two: \$3,168.00
9 **Total** **\$8,085.08. Id.**

10 D. Plaintiff, Samantha Jones:

11 Damages from Count One: \$2,050.29
12 Recovery from Count Two: \$35.00
13 **Total** **\$2,085.29. Id.**

14
15 E. Plaintiff, Stacie Allen:

16 Damages from Count One: \$0.00
17 Recovery from Count Two: \$818.00
18 **Total** **\$818.00. Id.**

19
20 F. Plaintiff, Michaela Moore:

21 Damages from Count One: \$0.00
22 Recovery from Count Two: \$715.00
23 **Total** **\$715.00. Id.**

24
25 Relying entirely on Plaintiffs' assertions of damages and recovery as set forth in their
26 claims for relief and applicable Nevada law, Plaintiffs, Lily Shepard, Ashleigh Park, Danielle,
27 Lamar, Samantha Jones, Stacie Allen, and Michaela Moore cannot under a legal certainty
28



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1 recover an aggregate amount in excess of \$10,000.00. *See supra*. As such, this Court lacks
2 subject matter jurisdiction over Plaintiffs, Lily Shepard, Ashleigh Park, Danielle, Lamar,
3 Samantha Jones, Stacie Allen, and Michaela Moore's individual complaints against Russell
4 Road. Therefore, Plaintiffs, Lily Shepard, Ashleigh Park, Danielle, Lamar, Samantha Jones,
5 Stacie Allen, and Michaela Moore's individual Complaints against Russell Road must be
6 dismissed for lack of subject matter jurisdiction pursuant to N.R.C.P. 12(b)(1) and N.R.C.P.
7 12(h)(3).
8

9 **IV. CONCLUSION**

10 Based on the foregoing, Russell Road respectfully requests that this Court grant its
11 Motion to Dismiss Plaintiffs' Complaint Pursuant to N.R.C.P. 12(b)(1) and N.R.C.P.
12 12(h)(3).
13

14 DATED this 2nd day of June, 2017.
15

16 **MORAN BRANDON BENDAVID MORAN**

17 /s/ Jeffery A. Bendavid.

18 **JEFFERY A. BENDAVID, ESQ.**

19 Nevada Bar No. 6220

20 **STEPHANIE J. SMITH, ESQ.**

21 Nevada Bar No. 11280

22 630 South 4th Street

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25 **KAMER ZUCKER ABBOTT**

26 /s/ Gregory J. Kamer

27 **GREGORY J. KAMER, ESQ.**

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Exhibit “1”

BRIAN SANDOVAL
GOVERNOR

BRUCE BRESLOW
DIRECTOR

SHANNON CHAMBERS
LABOR COMMISSIONER

STATE OF NEVADA



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Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER
www.labor.nv.gov

STATE OF NEVADA MINIMUM WAGE 2017 ANNUAL BULLETIN POSTED APRIL 1, 2017

PURSUANT TO ARTICLE 15, SECTION 16(A) OF THE CONSTITUTION OF THE STATE OF NEVADA, THE GOVERNOR HEREBY ANNOUNCES THAT THE FOLLOWING MINIMUM WAGE RATES SHALL APPLY TO ALL EMPLOYEES IN THE STATE OF NEVADA UNLESS OTHERWISE EXEMPTED. THESE RATES ARE EFFECTIVE AS OF JULY 1, 2017.

FOR EMPLOYEES TO WHOM QUALIFYING HEALTH BENEFITS HAVE BEEN OFFERED/MADE AVAILABLE BY THE EMPLOYER:

NO LESS THAN \$7.25 PER HOUR

FOR ALL OTHER EMPLOYEES:

NO LESS THAN \$8.25 PER HOUR

Copies may also be obtained from the Labor Commissioner's Offices at

1818 East College Parkway, Suite 102
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(775) 684-1890

or

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Governor

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**STATE OF NEVADA
MINIMUM WAGE
2015 ANNUAL BULLETIN
POSTED APRIL 1, 2015**

PURSUANT TO ARTICLE 15, SECTION 16(A) OF THE CONSTITUTION OF THE STATE OF NEVADA, THE GOVERNOR HEREBY ANNOUNCES THAT THE FOLLOWING MINIMUM WAGE RATES SHALL APPLY TO ALL EMPLOYEES IN THE STATE OF NEVADA UNLESS OTHERWISE EXEMPTED. THESE RATES ARE EFFECTIVE AS OF JULY 1, 2015.

FOR EMPLOYEES TO WHOM QUALIFYING HEALTH BENEFITS HAVE BEEN MADE AVAILABLE BY THE EMPLOYER:

NO LESS THAN \$7.25 PER HOUR

FOR ALL OTHER EMPLOYEES:

NO LESS THAN \$8.25 PER HOUR

Copies may also be obtained from the Labor Commissioner's Offices at

675 Fairview Drive, Suite 226
Carson City, Nevada 89701
(775) 687-4850

or

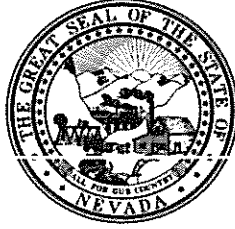
555 East Washington, Suite 4100
Las Vegas, Nevada 89101
(702) 486-2650

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

BRUCE BREWSLOW
DIRECTOR

THORAN TOWLER
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
555 E. WASHINGTON AVENUE, SUITE 4100
LAS VEGAS, NEVADA 89101
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
675 FAIRVIEW DRIVE, SUITE 226
CARSON CITY, NV 89701
PHONE: (775) 687-4850
FAX (775) 687-6409

Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER
www.LaborCommissioner.com

STATE OF NEVADA MINIMUM WAGE 2014 ANNUAL BULLETIN POSTED APRIL 1, 2014

PURSUANT TO ARTICLE 15, SECTION 16(A) OF THE CONSTITUTION OF THE STATE OF NEVADA, THE GOVERNOR HEREBY ANNOUNCES THAT THE FOLLOWING MINIMUM WAGE RATES SHALL APPLY TO ALL EMPLOYEES IN THE STATE OF NEVADA UNLESS OTHERWISE EXEMPTED. THESE RATES ARE EFFECTIVE AS OF JULY 1, 2014.

FOR EMPLOYEES TO WHOM QUALIFYING HEALTH BENEFITS HAVE BEEN MADE AVAILABLE
BY THE EMPLOYER:

NO LESS THAN \$7.25 PER HOUR

FOR ALL OTHER EMPLOYEES:

NO LESS THAN \$8.25 PER HOUR

Copies may also be obtained from the Labor Commissioner's Offices at:

675 Fairview Drive, Suite 226
Carson City, Nevada 89701
(775) 687-4850

or

555 East Washington, Suite 4100
Las Vegas, Nevada 89101
(702) 486-2650

BRIAN SANDOVAL
Governor

BRUCE BRESLOW
Director

THORAN TOWLER
Labor Commissioner

STATE OF NEVADA



Department of Business & Industry

OFFICE OF THE LABOR COMMISSIONER

<http://www.LaborCommissioner.com>

REPLY TO:

○ OFFICE OF THE LABOR COMMISSIONER
555 E. WASHINGTON AVENUE, SUITE 4100
LAS VEGAS, NEVADA 89101
PHONE (702) 486-2650
FAX (702) 486-2660

○ OFFICE OF THE LABOR COMMISSIONER
675 FAIRVIEW DRIVE, SUITE 226
CARSON CITY, NEVADA 89701
PHONE (775) 687-4850
FAX (775) 687-6409

**STATE OF NEVADA
MINIMUM WAGE
2013 ANNUAL BULLETIN
POSTED APRIL 1, 2013**

PURSUANT TO ARTICLE 15, SECTION 16(A) OF THE CONSTITUTION OF THE STATE OF NEVADA, THE GOVERNOR HEREBY ANNOUNCES THAT THE FOLLOWING MINIMUM WAGE RATES SHALL APPLY TO ALL EMPLOYEES IN THE STATE OF NEVADA UNLESS OTHERWISE EXEMPTED. THESE RATES ARE EFFECTIVE AS OF JULY 1, 2013.

FOR EMPLOYEES TO WHOM QUALIFYING HEALTH BENEFITS HAVE BEEN MADE AVAILABLE BY THE EMPLOYER:

NO LESS THAN \$7.25 PER HOUR

FOR ALL OTHER EMPLOYEES:

NO LESS THAN \$8.25 PER HOUR

Copies may also be obtained from the Labor Commissioner's Offices at

675 Fairview Drive, Suite 226
Carson City, Nevada 89701
(775) 687-4850

or

555 East Washington, Suite 4100
Las Vegas, Nevada 89101
(702) 486-2650

Exhibit “2”

DDW

Ryan M. Anderson (NV Bar No. 11040)

Daniel R. Price (NV Bar No. 13564)

MORRIS // ANDERSON

716 S. Jones Blvd

Las Vegas, Nevada 89107

Phone: (702) 333-1111

Fax: (702) 507-0092

ryan@morrisandersonlaw.com

daniel@morrisandersonlaw.com

P. Andrew Sterling (NV Bar No. 13769)

Michael J. Rusing (AZ Bar 6617) (*Admitted Pro Hac Vice*)

RUSING LOPEZ & LIZARDI, PLLC

6363 North Swan Road, Suite 151

Tucson, Arizona 85718

Phone: (520) 792-4800

Fax: (520) 529-4262

rusinglopez@rllaz.com

Attorneys for Plaintiffs

**DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CLARK COUNTY**

JACQUELINE FRANKLIN, ASHLEIGH
PARK, LILY SHEPARD, STACIE
ALLEN, MICHAELA DIVINE,
VERONICA VAN WOODSEN,
SAMANTHA JONES, KARINA
STRELKOVA, LASHONDA STEWART,
DANIELLE LAMAR and DIRUBIN
TAMAYO individually, and on behalf of
Class of similarly situated individuals,

Plaintiffs,

v.

RUSSELL ROAD FOOD AND
BEVERAGE, LLC, a Nevada limited
liability company (d/b/a CRAZY HORSE
III GENTLEMEN'S CLUB) SN
INVESTMENT PROPERTIES, LLC, a
Nevada limited liability company (d/b/a
CRAZY HORSE III GENTLEMEN'S
CLUB), DOE CLUB OWNER, I-X, DOE
EMPLOYER, I-X, ROE CLUB OWNER,
I-X, and ROE EMPLOYER, I-X,

Defendants.

CASE NO.: A-14-709372-C
DEPT. NO.: XXXI

**PLAINTIFFS' INITIAL DISCLOSURE OF
DOCUMENTS AND WITNESSES
PURSUANT TO NRCP 16.1**

1 **PLAINTIFFS' INITIAL DISCLOSURE OF DOCUMENTS AND WITNESSES PURSUANT**
2 **TO NRCP 16.1**

3 Plaintiffs by and through their counsel, Ryan M. Anderson and Daniel R. Price of the law
4 firm of MORRIS ANDERSON LAW, and Michael J. Rusing and P. Andrew Sterling of the law
5 firm of RUSING LOPEZ & LIZARDI, P.L.L.C., hereby submit their list of witnesses and documents
6 pursuant to NRCP 16.1.

7 **DOCUMENTS**

8 **INITIAL PRODUCTION:**

9 A. **INITIAL EXHIBITS**

10 1 – 100 *Reserved for future use.*

11 Plaintiffs reserve the right to submit as an exhibit any document or tangible item identified
12 by any other party in this action or obtained from any third party. Plaintiffs further reserve the right
13 to amend and/or supplement this list of documents or tangible items as discovery proceeds.

14 In addition, neither inclusion of any documents or tangible items within this disclosure nor
15 acceptance of documents provided by any other party hereto in a disclosure shall be deemed as a
16 waiver by Plaintiffs of any evidentiary rights Plaintiffs may have with respect to those documents
17 and/or tangible items, including, but not limited to, objections related to authenticity, materiality,
18 relevance, foundation, hearsay, or any other rights as may be permitted pursuant to the Nevada
19 Rules of Evidence.

20 **II.**

21 **WITNESSES**

- 22 1. JACQUELINE FRANKLIN, Plaintiff
23 c/o MORRIS ANDERSON
24 716 S. Jones Blvd.
Las Vegas, Nevada 89107

Ms. Franklin is a Plaintiff in the instant litigation and expected to provide testimony as to the
facts and circumstances relative to Plaintiffs' claims and damages in this matter.

1 2. ASHLEIGH PARK, Plaintiff
2 c/o MORRIS ANDERSON
3 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

4 Ms. Park is a Plaintiff in the instant litigation and expected to provide testimony as to the facts
5 and circumstances relative to Plaintiffs' claims and damages in this matter.

6 3. LILY SHEPHARD, Plaintiff
7 c/o MORRIS ANDERSON
 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

8 Ms. Shephard is a Plaintiff in the instant litigation and expected to provide testimony as to the
9 facts and circumstances relative to Plaintiffs' claims and damages in this matter.

10 4. STACIE ALLEN, Plaintiff
11 c/o MORRIS ANDERSON
 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

12 Ms. Allen is a Plaintiff in the instant litigation and expected to provide testimony as to the
13 facts and circumstances relative to Plaintiffs' claims and damages in this matter.

14 5. MICHAELA DIVINE, Plaintiff
15 c/o MORRIS ANDERSON
16 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

17 Ms. Divine is a Plaintiff in the instant litigation and expected to provide testimony as to the
18 facts and circumstances relative to Plaintiffs' claims and damages in this matter.

19 6. VERONICA VAN WOODSEN, Plaintiff
20 c/o MORRIS ANDERSON
21 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

22 Ms. Van Woodsen is a Plaintiff in the instant litigation and expected to provide testimony
23 as to the facts and circumstances relative to Plaintiffs' claims and damages in this matter.

24 ///

1 7. SAMANTHA JONES, Plaintiff
2 c/o MORRIS ANDERSON
3 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

4 Ms. Jones is a Plaintiff in the instant litigation and expected to provide testimony as to the
5 facts and circumstances relative to Plaintiffs' claims and damages in this matter.

6 8. KARINA STRELKOVA, Plaintiff
7 c/o MORRIS ANDERSON
 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

8 Ms. Strelkova is a Plaintiff in the instant litigation and expected to provide testimony as to
9 the facts and circumstances relative to Plaintiffs' claims and damages in this matter.

10 9. LASHONDA STEWART, Plaintiff
11 c/o MORRIS ANDERSON
12 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

13 Ms. Stewart is a Plaintiff in the instant litigation and expected to provide testimony as to
14 the facts and circumstances relative to Plaintiffs' claims and damages in this matter.

15 10. DANIELLE LAMAR, Plaintiff
16 c/o MORRIS ANDERSON
 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

17 Ms. Lamar is a Plaintiff in the instant litigation and expected to provide testimony as to the
18 facts and circumstances relative to Plaintiffs' claims and damages in this matter.

19 11. DIRUBIN TAMAYO, Plaintiff
20 c/o MORRIS ANDERSON
21 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

22 Ms. Tamayo is a Plaintiff in the instant litigation and expected to provide testimony as to the
23 facts and circumstances relative to Plaintiffs' claims and damages in this matter.

24 ///

12. Person(s) Most Knowledgeable for
RUSSELL ROAD FOOD AND BEVARAGE, LLC, Defendant
c/o KAMER ZUCKER ABBOTT
3000 West Charleston Blvd. #3
Las Vegas, NV 89102
and
c/o MORAN BRANDON BENDAVID MORN
630 South 4th Street
Las Vegas, NV 89101

The Person(s) Most Knowledgeable is/are a Defendant(s) in this action and is/are expected to provide testimony as to the facts and circumstances relative to Plaintiffs' claims and damages in this matter.

Plaintiffs hereby reserve the right to name any other witness as may be necessary for the purpose of rebuttal and/or impeachment.

Plaintiffs further reserve the right to name additional witnesses should they become known and to utilize any witnesses named by Defendant.

Plaintiffs will make disclosure(s) with respect to expert witnesses as provided by NRCP 16.1(a)(2) after such experts are retained.

III.

NRCP 16.1(A)(1)(C) COMPUTATION OF DAMAGES

NRCP 16.1(a)(1)(C) states in pertinent part as follows:

"A computation of any category of damages claimed by the disclosing party, making available for inspection and copying under Rule 34 the documents or other evidentiary matter, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered."

Defendant is in possession of all documents and other evidentiary matter on which Plaintiffs' damage computation is based. Plaintiffs' damages include, but are not limited to unpaid wages (prevailing minimum wage for all hours reflected in the log-in and log-out records for each of them during the relevant class period); all funds collected and withheld from Plaintiffs by Defendant

1 including all fees and fines collected and withheld for any reason; all amounts retained by Defendant
2 for Plaintiffs' redemption of any "Dance Dollars" or any other such in-house vouchers; penalty
3 payment pursuant to 608.040 and 608.050; pre and post judgment interest on such sums at the highest
4 rate permitted by law; and attorney fees and costs.

5 As discovery has not yet begun, Plaintiffs believe that Defendant possesses much of the
6 documents that will establish Plaintiffs' damages, and Plaintiffs therefore have estimated their
7 damages above. From the facts Plaintiffs do have, the damages are in the millions of dollars.
8 Plaintiffs reserve the right to revise this computation of damages as Plaintiffs continue to ascertain
9 the same through discovery.

10 Plaintiffs reserve all rights to seek other damages including, but not limited to, general
11 damages, in an amount to be proved at trial.

12 Plaintiffs reserve the right to supplement this Computation of Damages including any and all
13 other relevant documents and records, which come into their possession during discovery.

14 IV.

15 DEMONSTRATIVE EXHIBITS

16 Plaintiffs may offer at trial, certain exhibits for demonstrative purposes including, but not
17 limited to, the following:

- 18 a. Charts;
- 19 b. Photographs;
- 20 c. Story boards and computer digitized power point images; and
- 21 d. Blow-ups/transparencies/digitized images of records, agreements, photographs and
22 other exhibits.

23 Plaintiffs reserve the right to supplement these disclosures with any and all other relevant
24 information and documents and records that come into their possession during discovery.

Plaintiffs further reserve the right to use any and all of any other parties' exhibits at the time
of trial of this matter.

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Plaintiffs reserve the right to utilize any and all responses to Interrogatories, Requests for Production and Requests for Admissions from Defendant.

DATED this 13th day of January, 2016.

By: /s/ Daniel R. Price
 RYAN M. ANDERSON, ESQ.
 Nevada Bar No. 11040
 DANIEL R. PRICE, ESQ.
 Nevada Bar No. 13564
 716 S. Jones Blvd.
 Las Vegas, Nevada 89107

7

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of MORRIS ANDERSON LAW,
3 and that on this 13th day of January, 2016, I served a copy of the foregoing PLAINTIFFS' INITIAL
4 DISCLOSURE OF DOCUMENTS AND WITNESSES PURSUANT TO NRCP 16.1 by serving a
5 true copy thereof via the Court's electronic system upon the following:

6 Gregory J. Kamer, Esq.
Kaitlin H. Ziegler, Esq.
7 KAMER ZUCKER ABBOTT
3000 W. Charleston Blvd., Suite 3
8 Las Vegas, NV 89102

9 Jeffery A. Bendavid, Esq.
MORAN BRANDON BENDAVID MORAN
10 630 S. 4th Street
Las Vegas, NV 89101
11 Attorneys for Defendant Russell Road Food and Beverage, LLC

12
13 /s/ Marilyn A. Abel
14 An employee of MORRIS ANDERSON
15
16
17
18
19
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22
23
24

1 **SUPP**

2 RYAN M. ANDERSON, ESQ.

3 Nevada Bar No.: 11040

4 LAUREN CALVERT, ESQ.

5 Nevada Bar No.: 10534

6 **MORRIS//ANDERSON**

7 716 S. Jones Blvd.

8 Las Vegas, Nevada 89107

9 Phone: (702) 333-1111

10 Email: lauren@morrisandersonlaw.com

11 P. ANDREW STERLING, ESQ.

12 Nevada Bar No.: 13769

13 MICHAEL J. RUSING, ESQ.

14 Arizona Bar No.: 6617 (*Admitted Pro Hac Vice*)

15 **RUSING LOPEZ & LIZARDI, PLLC**

16 6363 North Swan Road, Suite 151

17 Tucson, Arizona 85718

18 Phone: (520) 792-4800

19 Email: asterling@rllaz.com

20 *Attorneys for Plaintiffs*

21 **DISTRICT COURT**

22 **CLARK COUNTY, NEVADA**

23 JACQUELINE FRANKLIN, ASHLEIGH
24 PARK, LILY SHEPARD, STACIE ALLEN,
25 MICHAELA DIVINE, VERONICA VAN
26 WOODSEN, SAMANTHA JONES, KARINA
27 STRELKOVA, LASHONDA STEWART,
28 DANIELLE LAMAR and DIRUBIN TAMAYO
individually, and on behalf of Class of similarly
situated individuals,

Plaintiffs,

v.

23 RUSSELL ROAD FOOD AND BEVERAGE,
24 LLC, a Nevada limited liability company (d/b/a
25 CRAZY HORSE III GENTLEMEN'S CLUB)
26 SN INVESTMENT PROPERTIES, LLC, a
27 Nevada limited liability company (d/b/a CRAZY
HORSE III GENTLEMEN'S CLUB), DOE
CLUB OWNER, I-X, DOE EMPLOYER, I-X,
ROE CLUB OWNER, I-X, and ROE
EMPLOYER, I-X,

Defendants.

CASE NO.: A-14-709372-C
DEPT. NO.: XXXI

PLAINTIFFS' FIRST
SUPPLEMENTAL DISCLOSURE OF
DOCUMENTS AND WITNESSES
PURSUANT TO NRCP 16.1

1 **PLAINTIFFS' FIRST SUPPLEMENTAL DISCLOSURE OF DOCUMENTS AND**
2 **WITNESSES PURSUANT TO NRCP 16.1**

3 Plaintiffs, by and through their counsel, RYAN M. ANDERSON, ESQ., and LAUREN
4 CALVERT, ESQ., with the Law Offices of **MORRIS//ANDERSON**, and P. ANDREW
5 STERLING, ESQ., and MICHAEL J. RUSING, ESQ., with the Law Offices of **RUSING LOPEZ**
6 **& LIZARDI, PLLC**, hereby submits their supplemental list of witnesses and documents pursuant
7 to NRCP 16.1 as follows:

8 **Supplement in Bold:**

9
10 **DOCUMENTS**

11 **INITIAL PRODUCTION:**

12 A. **INITIAL EXHIBITS**

- 13 1. **Deposition Transcript of Keith Ragano – Case No.: 2:2015-cv-01440.**
14 ***(Bates Stamped PLTF0001 – PLTF0117)***
- 15 2. **Color Photograph – Shower Rules.**
16 ***(Bates Stamped PLTF0118)***
- 17 3. **Dance Dollar and Payment Receipts.**
18 ***(Bates Stamped PLTF0119 – PLTF0128)***
- 19 4. **Sheriff's Card – Karina Strelkova.**
20 ***(Bates Stamped PLTF0129)***
- 21 5 – 100 *Reserved for future use.*

22 Plaintiffs reserve the right to submit as an exhibit any document or tangible item identified
23 by any other party in this action or obtained from any third party. Plaintiffs further reserve the
24 right to amend and/or supplement this list of documents or tangible items as discovery proceeds.

25 In addition, neither inclusion of any documents or tangible items within this disclosure nor
26 acceptance of documents provided by any other party hereto in a disclosure shall be deemed as a
27 waiver by Plaintiffs of any evidentiary rights Plaintiffs may have with respect to those documents
28 and/or tangible items, including, but not limited to, objections related to authenticity, materiality,

1 relevance, foundation, hearsay, or any other rights as may be permitted pursuant to the Nevada
2 Rules of Evidence.

3
4 **ii.**

5 **WITNESSES**

- 6 1. JACQUELINE FRANKLIN, Plaintiff
7 c/o MORRIS//ANDERSON
8 716 S. Jones Blvd.
9 Las Vegas, Nevada 89107

10 Ms. Franklin is a Plaintiff in the instant litigation and expected to provide testimony as to the
11 facts and circumstances surrounding this incident and the injuries she received.

- 12 2. ASHLEIGH PARK, Plaintiff
13 c/o MORRIS//ANDERSON
14 716 S. Jones Blvd.
15 Las Vegas, Nevada 89107

16 Ms. Park is a Plaintiff in the instant litigation and expected to provide testimony as to the
17 facts and circumstances surrounding this incident and the injuries she received.

- 18 3. LILY SHEPHARD, Plaintiff
19 c/o MORRIS//ANDERSON
20 716 S. Jones Blvd.
21 Las Vegas, Nevada 89107

22 Ms. Shephard is a Plaintiff in the instant litigation and expected to provide testimony as to
23 the facts and circumstances surrounding this incident and the injuries she received.

- 24 4. STACIE ALLEN, Plaintiff
25 c/o MORRIS//ANDERSON
26 716 S. Jones Blvd.
27 Las Vegas, Nevada 89107

28 Ms. Allen is a Plaintiff in the instant litigation and expected to provide testimony as to the
facts and circumstances surrounding this incident and the injuries she received

5. MICHAELA DIVINE, Plaintiff
c/o MORRIS//ANDERSON
716 S. Jones Blvd.
Las Vegas, Nevada 89107

1 Ms. Divine is a Plaintiff in the instant litigation and expected to provide testimony as to the
2 facts and circumstances surrounding this incident and the injuries she received.

3 6. SAMANTHA JONES, Plaintiff
4 c/o MORRIS//ANDERSON
5 716 S. Jones Blvd.
6 Las Vegas, Nevada 89107

7 Ms. Jones is a Plaintiff in the instant litigation and expected to provide testimony as to the
8 facts and circumstances surrounding this incident and the injuries she received.

9 7. KARINA STRELKOVA, Plaintiff
10 c/o MORRIS//ANDERSON
11 716 S. Jones Blvd.
12 Las Vegas, Nevada 89107

13 Ms. Strelkova is a Plaintiff in the instant litigation and expected to provide testimony as to
14 the facts and circumstances surrounding this incident and the injuries she received.

15 8. DANIELLE LAMAR, Plaintiff
16 c/o MORRIS//ANDERSON
17 716 S. Jones Blvd.
18 Las Vegas, Nevada 89107

19 Ms. Lamar is a Plaintiff in the instant litigation and expected to provide testimony as to the
20 facts and circumstances surrounding this incident and the injuries she received.

21 9. Person(s) Most Knowledge for
22 RUSSELL ROAD FOOD AND BEVARAGE, LLC, Defendant
23 c/o KAMER ZUCKER ABBOTT
24 3000 West Charleston Blvd., #3
25 Las Vegas, Nevada 89102

26 and

27 MORAN BRANDON BENDAVID MORN
28 630 South 4th Street
Las Vegas, Nevada 89101

The Person(s) Most Knowledgeable is/are a Defendant(s) in this action and is/are expected
to provide testimony as to the facts and circumstances surrounding this incident.

1 Plaintiffs hereby incorporate all expert witness lists propounded by the Defendant and
2 reserve the right to call rebuttal witnesses to any expert witness called by the Defendant at time of
3 trial. Plaintiffs also reserve the right to name any other witness as may be necessary for the purpose
4 of rebuttal and/or impeachment.

5
6 Plaintiffs further reserve the right to name additional witnesses should they become known.
7 Plaintiffs further reserve the right to utilize any witnesses named by Defendant.

8 III.

9 NRCP 16.1(A)(1)(C) COMPUTATION OF DAMAGES

10 NRCP 16.1(a)(1)(C) states in pertinent part as follows:

11 “A computation of any category of damages claimed by the disclosing
12 party, making available for inspection and copying under Rule 34 the
13 documents or other evidentiary matter, not privileged or protected from
14 disclosure, on which such computation is based, including materials
bearing on the nature and extent of injuries suffered.”

15 Defendant is in possession of all documents and other evidentiary matter on which Plaintiffs’
16 damage computation is based. Plaintiffs’ damages include, but are not limited to unpaid wages
17 (prevailing minimum wage for all hours reflected in the log-in and log-out records for each of them
18 during the relevant class period); all funds collected and withheld from Plaintiffs by Defendant
19 including all fees and fines collected and withheld for any reason; all amounts retained by Defendant
20 for Plaintiffs’ redemption of any and all in-house or any other such vouchers; penalty payment
21 pursuant to 608.040 and 608.050; pre and post judgment interest on such sums at the highest rate
22 permitted by law; attorney fees and costs; and exemplary damages.

23
24 As discovery has not yet begun, Plaintiffs believe that Defendant possesses much of the
25 documents that will establish Plaintiffs damages, and Plaintiffs therefore have estimated their
26 damages above. Plaintiffs reserve the right to revise this computation of damages as Plaintiffs
27 continue to ascertain the same through discovery.
28

1 Plaintiffs reserve all rights to seek other damages including, but not limited to, general and
2 exemplary damages, in an amount to be proved at trial.

3 Plaintiffs reserve the right to supplement this Computation of Damages including any and all
4 other relevant documents and records, which come into their possession during discovery.
5

6 IV.

7 DEMONSTRATIVE EXHIBITS

8 Plaintiffs may offer at trial, certain Exhibits for demonstrative purposes including, but not
9 limited to, the following:

- 10 a. Charts depicting Plaintiffs' damages;
- 11 b. Photographs of Plaintiffs' Witnesses;
- 12 c. Story boards and computer digitized power point images; and
- 13 d. Blow-ups/transparencies/digitized images of records, agreements, photographs and
14 other exhibits.

15 Plaintiffs reserve the right to supplement these disclosures with any and all other relevant
information and documents and records that come into their possession during discovery.

16 Plaintiffs further reserve the right to use any and all of any other parties' exhibits at the
17 time of trial of this matter.

18 OBJECTIONS TO THE AUTHENTICITY OF DOCUMENTS PRODUCED

19 Pursuant to N.R.C.P. 16.1(c)(3), Plaintiffs may object to the authenticity of any documents
20 produced by the parties without proper authentication from the custodian of records or the
21 opportunity to inspect the originals from which they were produced.
22

23 Plaintiffs reserve the right to utilize any and all responses to Interrogatories, Requests for
24 Production and Requests for Admissions from Defendant.
25

26 ///

27 ///

28 ///

Plaintiffs reserve the right to supplement this list of documents as information becomes available. Plaintiffs further reserve the right to utilize any documents produced by Defendant.

DATED this 21st day of February, 2017.

MORRIS//ANDERSON

/s/ Lauren Calvert, Esq.

RYAN M. ANDERSON, ESQ.

Nevada Bar No.: 11040

LAUREN CALVERT, ESQ.

Nevada Bar No.: 10534

716 S. Jones Blvd.

Las Vegas, Nevada 89107

P. ANDREW STERLING, ESQ.

Nevada Bar No.: 13769

MICHAEL J. RUSING, ESQ.

Arizona Bar No.: 6617 (*Admitted Pro Hac Vice*)

RUSING LOPEZ & LIZARDI, PLLC

6363 North Swan Road, Suite 151

Tucson, Arizona 85718

Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of
3 **MORRIS//ANDERSON**, and on the 21st day of February, 2017, I served the foregoing
4 **PLAINTIFFS' FIRST SUPPLEMENTAL DISCLOSURE OF DOCUMENTS AND WITNESSES**
5 **PURSUANT TO NRCP 16.1** as follows:

- 6
- 7 ☒ Electronic Service – By serving a copy thereof through the Court’s electronic
8 service system; and/or
9 ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class
10 postage prepaid and addressed as listed below; and/or
11 ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile
12 number(s) shown below and in the confirmation sheet filed herewith. Consent to
13 service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by
14 facsimile transmission is made in writing and sent to the sender via facsimile within
15 24 hours of receipt of this Certificate of Service.

16 Gregory J. Kamer, Esq.
17 KAMER ZUCKER ABBOTT
18 3000 W. Charleston Blvd., Suite 3
19 Las Vegas, Nevada 89102

20 Jeffery A. Bendavid, Esq.
21 MORAN BRANDON BENDAVID MORAN
22 630 S. 4th Street
23 Las Vegas, Nevada 89101

24 *Attorneys for Defendants*

25 /s/ Erickson Finch
26 An employee/agent of **MORRIS//ANDERSON**

Exhibit “3”

PLAINTIFF
LILY SHEPARD

8/29/2015

Russell Road F & B

Page 1 of 4

Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

2512902

Lina

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
9/3/2010 10:19:56PM	Charge	House Fee	\$70.00	\$70.00
9/3/2010 10:58:49PM	Adjustment	first night	\$-70.00	\$0.00
9/25/2010 8:34:32PM	Charge	House Fee	\$50.00	\$50.00
9/25/2010 8:34:40PM	Payment		\$-50.00	\$0.00
8/21/2013 10:19:48PM	Charge	House Fee	\$60.00	\$60.00
8/21/2013 10:19:59PM	Adjustment	comp 1st day	\$-60.00	\$0.00
8/21/2013 10:21:14PM	Charge	Off Stage Fee	\$40.00	\$40.00
8/21/2013 10:24:48PM	Adjustment	adjust	\$-40.00	\$0.00
8/23/2013 8:07:26PM	Charge	House Fee	\$50.00	\$50.00
8/23/2013 8:07:50PM	Charge	Off Stage Fee	\$40.00	\$90.00
8/23/2013 8:08:00PM	Payment		\$-50.00	\$40.00
8/23/2013 8:08:00PM	Payment		\$-40.00	\$0.00
8/29/2013 9:17:41PM	Charge	House Fee	\$60.00	\$60.00
8/29/2013 9:18:03PM	Charge	Off Stage Fee	\$40.00	\$100.00
8/29/2013 9:18:06PM	Payment		\$-60.00	\$40.00
8/29/2013 9:18:06PM	Payment		\$-40.00	\$0.00
9/4/2013 9:47:45PM	Charge	House Fee	\$60.00	\$60.00
9/4/2013 9:48:02PM	Charge	Off Stage Fee	\$40.00	\$100.00
9/4/2013 9:48:14PM	Payment		\$-60.00	\$40.00
9/4/2013 9:48:14PM	Payment		\$-40.00	\$0.00
9/6/2013 8:48:01PM	Charge	House Fee	\$50.00	\$50.00
9/6/2013 8:49:49PM	Charge	Off Stage Fee	\$40.00	\$90.00
9/6/2013 8:50:07PM	Payment		\$-50.00	\$40.00
9/6/2013 8:50:07PM	Payment		\$-40.00	\$0.00
9/9/2013 6:48:15PM	Charge	House Fee	\$40.00	\$40.00
9/9/2013 6:48:39PM	Charge	Off Stage Fee	\$40.00	\$80.00
9/9/2013 6:48:45PM	Payment		\$-40.00	\$40.00
9/9/2013 6:48:45PM	Payment		\$-40.00	\$0.00
9/11/2013 7:16:35PM	Charge	House Fee	\$50.00	\$50.00
9/11/2013 7:17:12PM	Charge	Off Stage Fee	\$40.00	\$90.00
9/11/2013 7:19:42PM	Payment		\$-40.00	\$50.00
9/11/2013 7:19:42PM	Payment		\$-50.00	\$0.00
9/13/2013 10:21:14PM	Charge	House Fee	\$75.00	\$75.00
9/13/2013 10:21:28PM	Charge	Off Stage Fee	\$40.00	\$115.00
9/13/2013 10:23:58PM	Payment		\$-75.00	\$40.00

RR0078

8/29/2015

Russell Road F & B

Page 2 of 4

Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

2512902

Lina

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
9/13/2013 10:23:58PM	Payment		\$-40.00	\$0.00
9/14/2013 7:59:16PM	Charge	House Fee	\$50.00	\$50.00
9/14/2013 7:59:27PM	Charge	Off Stage Fee	\$40.00	\$90.00
9/14/2013 8:00:07PM	Payment		\$-50.00	\$40.00
9/14/2013 8:00:07PM	Payment		\$-40.00	\$0.00
9/19/2013 9:31:54PM	Charge	House Fee	\$60.00	\$60.00
9/19/2013 9:32:02PM	Charge	Off Stage Fee	\$40.00	\$100.00
9/19/2013 9:33:27PM	Adjustment	fri&sat	\$-30.00	\$70.00
9/19/2013 9:33:31PM	Payment		\$-30.00	\$40.00
9/19/2013 9:33:31PM	Payment		\$-40.00	\$0.00
9/25/2013 11:12:36PM	Charge	House Fee	\$60.00	\$60.00
9/25/2013 11:13:33PM	Charge	Off Stage Fee	\$40.00	\$100.00
9/25/2013 11:13:57PM	Payment		\$-5.00	\$95.00
9/25/2013 11:13:57PM	Payment		\$-60.00	\$35.00
9/26/2013 2:28:51AM	Payment		\$-35.00	\$0.00
9/27/2013 6:47:45PM	Charge	House Fee	\$40.00	\$40.00
9/27/2013 6:48:24PM	Charge	Off Stage Fee	\$40.00	\$80.00
9/27/2013 6:48:54PM	Payment		\$-25.00	\$55.00
9/27/2013 6:48:54PM	Payment		\$-40.00	\$15.00
9/28/2013 12:55:22AM	Payment		\$-15.00	\$0.00
9/29/2013 9:08:36PM	Charge	House Fee	\$50.00	\$50.00
9/29/2013 9:08:52PM	Charge	Off Stage Fee	\$40.00	\$90.00
9/29/2013 9:09:05PM	Payment		\$-40.00	\$50.00
9/29/2013 9:09:05PM	Payment		\$-50.00	\$0.00
9/30/2013 5:50:31PM	Charge	House Fee	\$40.00	\$40.00
9/30/2013 5:50:49PM	Adjustment	MNFB46	\$-90.00	\$-50.00
9/30/2013 5:51:10PM	Charge	Off Stage Fee	\$40.00	\$-10.00
10/9/2013 10:21:26PM	Charge	House Fee	\$60.00	\$50.00
10/9/2013 10:21:48PM	Charge	Off Stage Fee	\$40.00	\$90.00
10/9/2013 10:22:23PM	Payment		\$-25.00	\$65.00
10/10/2013 3:57:10AM	Payment		\$-40.00	\$25.00
10/10/2013 3:57:10AM	Payment		\$-25.00	\$0.00
10/14/2013 5:43:31PM	Charge	House Fee	\$40.00	\$40.00
10/14/2013 5:43:43PM	Adjustment	mnfb46	\$-90.00	\$-50.00
10/14/2013 5:43:49PM	Charge	Off Stage Fee	\$40.00	\$-10.00

RR0079

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

2512902

Lina

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
10/18/2013 9:47:27PM	Charge	House Fee	\$75.00	\$65.00
10/18/2013 9:47:40PM	Charge	Off Stage Fee	\$40.00	\$105.00
10/18/2013 9:48:06PM	Payment		\$-35.00	\$70.00
10/18/2013 9:48:06PM	Payment		\$-65.00	\$5.00
10/24/2013 11:45:39PM	Charge	House Fee	\$60.00	\$65.00
10/24/2013 11:45:52PM	Charge	Off Stage Fee	\$40.00	\$105.00
10/24/2013 11:46:45PM	Payment		\$-60.00	\$45.00
10/24/2013 11:46:45PM	Payment		\$-40.00	\$5.00
10/24/2013 11:46:45PM	Payment		\$-5.00	\$0.00
10/27/2013 8:37:22PM	Charge	House Fee	\$50.00	\$50.00
10/27/2013 8:37:39PM	Charge	Off Stage Fee	\$40.00	\$90.00
10/27/2013 8:37:56PM	Payment		\$-30.00	\$60.00
10/27/2013 8:37:56PM	Payment		\$-50.00	\$10.00
11/1/2013 8:50:37PM	Charge	House Fee	\$75.00	\$85.00
11/1/2013 8:50:44PM	Charge	Off Stage Fee	\$40.00	\$125.00
11/1/2013 8:51:33PM	Payment		\$-10.00	\$115.00
11/1/2013 8:51:33PM	Payment		\$-50.00	\$65.00
11/2/2013 4:51:28AM	Payment		\$-25.00	\$40.00
11/2/2013 4:51:28AM	Payment		\$-40.00	\$0.00
11/2/2013 11:33:48PM	Charge	House Fee	\$75.00	\$75.00
11/2/2013 11:33:50PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/2/2013 11:34:14PM	Payment		\$-60.00	\$55.00
11/5/2013 11:00:50PM	Charge	House Fee	\$50.00	\$105.00
11/5/2013 11:01:34PM	Charge	Off Stage Fee	\$40.00	\$145.00
11/5/2013 11:02:25PM	Payment		\$-40.00	\$105.00
11/5/2013 11:02:25PM	Payment		\$-15.00	\$90.00
11/5/2013 11:02:25PM	Payment		\$-25.00	\$65.00
11/6/2013 2:49:51AM	Payment		\$-25.00	\$40.00
11/6/2013 2:49:51AM	Payment		\$-25.00	\$15.00
11/7/2013 10:51:41PM	Charge	House Fee	\$50.00	\$65.00
11/7/2013 10:51:47PM	Charge	Off Stage Fee	\$40.00	\$105.00
11/7/2013 10:52:42PM	Payment		\$-15.00	\$90.00
11/7/2013 10:52:42PM	Payment		\$-45.00	\$45.00
11/8/2013 3:52:42AM	Payment		\$-40.00	\$5.00
11/8/2013 3:52:42AM	Payment		\$-5.00	\$0.00

RR0080

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

2512902

Lina

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
11/9/2013 10:30:14PM	Charge	House Fee	\$75.00	\$75.00
11/9/2013 10:30:18PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/9/2013 10:30:24PM	Payment		\$-40.00	\$75.00
11/9/2013 10:30:24PM	Payment		\$-75.00	\$0.00
11/21/2013 10:40:24PM	Charge	House Fee	\$50.00	\$50.00
11/21/2013 10:40:29PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/21/2013 10:40:55PM	Payment		\$-50.00	\$40.00
11/21/2013 10:40:55PM	Payment		\$-40.00	\$0.00
11/23/2013 10:26:56PM	Charge	House Fee	\$75.00	\$75.00
11/23/2013 10:27:09PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/23/2013 10:27:27PM	Payment		\$-75.00	\$40.00
11/23/2013 10:27:27PM	Payment		\$-5.00	\$35.00
11/24/2013 4:57:12AM	Payment		\$-35.00	\$0.00
12/2/2013 5:34:42PM	Charge	House Fee	\$30.00	\$30.00
12/2/2013 5:35:08PM	Charge	Off Stage Fee	\$40.00	\$70.00
12/2/2013 10:38:33PM	Adjustment	JL	\$-70.00	\$0.00
12/3/2013 1:34:10AM	Adjustment	MNF	\$-80.00	\$-80.00
12/16/2013 5:22:47PM	Charge	House Fee	\$30.00	\$-50.00
12/16/2013 5:22:58PM	Charge	Off Stage Fee	\$40.00	\$-10.00
12/16/2013 7:15:55PM	Adjustment	mnf	\$-80.00	\$-90.00
1/23/2014 9:15:44PM	Charge	House Fee	\$50.00	\$-40.00
1/29/2014 10:37:10PM	Charge	House Fee	\$50.00	\$10.00
1/29/2014 10:37:19PM	Payment		\$-10.00	\$0.00
1/31/2014 11:00:38PM	Charge	House Fee	\$75.00	\$75.00
1/31/2014 11:00:55PM	Charge	Off Stage Fee	\$40.00	\$115.00
1/31/2014 11:00:58PM	Payment		\$-25.00	\$90.00
2/19/2014 9:45:31PM	Charge	House Fee	\$50.00	\$140.00
2/19/2014 9:45:36PM	Payment		\$-50.00	\$90.00
2/19/2014 9:45:36PM	Payment		\$-30.00	\$60.00
1/1/2015 1:09:52PM	Adjustment	2015MassClearPerJustin	\$-60.00	\$0.00
Total Due			\$0.00	

RR0081

APP 0371

8/29/2015

Russell Road F & B

Page 1 of 1

Dance Dollar Report

For

Lily Shepard (2512902) - Lina

2005	Amount
	\$36.00
2010	Amount
	\$108.00
2013	Amount
	\$1,350.00
2014	Amount
	\$180.00
Grand Totals:	
	\$1,674.00

RR0082

APP 0372

PLAINTIFF
ASHLEIGH PARK

Russell Road F & B**Entertainer Login By Date**

Between

Saturday, December 7, 2013 1:00 pm and Saturday, November 8, 2014 12:59 pm

Stage Name	Name	Ent. ID	Login Time	Logout Time	Time Worked
Amber-Rose	Ashleigh Park	3063054	6/12/14 1:34 am	6/12/14 5:07 am	3.55
Amber-Rose	Ashleigh Park	3063054	6/13/14 7:55 pm	6/14/14 3:45 am	7.83
Amber-Rose	Ashleigh Park	3063054	6/15/14 7:34 pm	6/16/14 6:01 am	10.45
Amber-Rose	Ashleigh Park	3063054	6/17/14 7:52 pm	6/18/14 2:58 am	7.10
Amber-Rose	Ashleigh Park	3063054	6/19/14 7:55 pm	6/20/14 4:36 am	8.68
Amber-Rose	Ashleigh Park	3063054	6/23/14 7:54 pm	6/24/14 9:19 am	13.42
Amber-Rose	Ashleigh Park	3063054	6/25/14 1:30 am	6/25/14 4:15 am	2.75
Amber-Rose	Ashleigh Park	3063054	6/25/14 7:55 pm	6/26/14 1:09 am	5.23
Amber-Rose	Ashleigh Park	3063054	6/26/14 8:01 pm	6/27/14 7:51 am	11.85
Amber-Rose	Ashleigh Park	3063054	6/30/14 7:54 pm	7/1/14 4:18 am	8.40
Amber-Rose	Ashleigh Park	3063054	9/29/14 8:57 pm	9/30/14 3:28 am	6.52
Amber-Rose	Ashleigh Park	3063054	10/4/14 1:17 am	10/4/14 7:36 am	6.32

Total Logins: 12

Total Ents.: 1

Total Time 92.08

8/29/2015

Russell Road F & B

Page 1 of 1

Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3063054

Amber-Rose

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
6/12/2014 1:34:30AM	Charge	House Fee	\$50.00	\$50.00
6/12/2014 9:42:46AM	Adjustment	first night	\$-50.00	\$0.00
6/13/2014 7:55:55PM	Charge	House Fee	\$50.00	\$50.00
6/13/2014 7:56:29PM	Payment		\$-50.00	\$0.00
6/25/2014 1:30:06AM	Charge	House Fee	\$50.00	\$50.00
6/25/2014 1:30:20AM	Payment		\$-50.00	\$0.00
9/29/2014 8:57:09PM	Charge	House Fee	\$50.00	\$50.00
9/29/2014 8:57:22PM	Payment		\$-50.00	\$0.00
10/4/2014 1:17:23AM	Charge	House Fee	\$75.00	\$75.00
10/4/2014 1:17:32AM	Payment		\$-75.00	\$0.00
Total Due			\$0.00	

RR0072

APP 0375

8/29/2015

Russell Road F & B

Page 1 of 1

Dance Dollar Report

For

Ashleigh Park (3063054) - Amber-Rose

2014

Amount

\$1,458.00

Grand Totals:

\$1,458.00

RR0073

APP 0376

Russell Road F & B

Dance Dollar Report

Between

12/7/2013 1:00:00PM and 11/8/2014 12:59:59PM

From: P Page: 7/8 Date: 11/7/2014 2:09:04 PM

Amount	Paid	Purchaser	Redeemed	Fees Applied	Total	Date Redeemed	Date Created	Serial Number	Ref #
\$100.00	\$115.00	Shirley H. Hester	\$90.00	\$0.00	\$90.00	6/14/14 3:04 am	6/14/14 12:46 am	6001176	6001176
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 12:46 am	6001189	6001189
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 12:46 am	6001191	6001189
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 12:46 am	6001207	6001189
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 12:46 am	6001212	6001189
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 12:46 am	6001222	6001189
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 12:52 am	6001238	6001238
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 12:52 am	6001245	6001238
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/14/14 3:04 am	6/14/14 12:52 am	6001251	6001238
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/14/14 3:04 am	6/14/14 1:31 am	6001716	6001716
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 1:31 am	6001726	6001716
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 1:31 am	6001734	6001734
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 1:31 am	6001746	6001734
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/14/14 3:04 am	6/14/14 1:31 am	6001751	6001734
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/16/14 6:00 am	6/16/14 3:06 am	6011274	6011274
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/16/14 6:00 am	6/16/14 3:06 am	6011287	6011274
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/16/14 6:00 am	6/16/14 3:06 am	6011299	6011274
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/16/14 6:00 am	6/16/14 3:06 am	6011309	6011274
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/16/14 6:00 am	6/16/14 3:06 am	6011314	6011274
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/16/14 6:00 am	6/16/14 3:07 am	6011327	6011327
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/20/14 2:01 am	6/19/14 11:54 pm	6019025	6019025
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/20/14 2:01 am	6/19/14 11:54 pm	6019033	6019025
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/20/14 2:01 am	6/19/14 11:54 pm	6019043	6019025
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/20/14 2:01 am	6/19/14 11:54 pm	6019056	6019025
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/24/14 9:02 am	6/24/14 7:34 am	6041552	6041552
\$100.00	\$115.00		\$90.00	\$0.00	\$90.00	6/24/14 9:02 am	6/24/14 7:34 am	6041565	6041552
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/24/14 9:02 am	6/24/14 7:34 am	6041572	6041552
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/24/14 9:02 am	6/24/14 7:34 am	6041589	6041633
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/24/14 9:02 am	6/24/14 7:34 am	6041643	6041633
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/24/14 9:02 am	6/24/14 7:34 am	6041657	6041633
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/24/14 9:02 am	6/24/14 7:34 am	6041669	6041633
\$20.00	\$23.00		\$18.00	\$0.00	\$18.00	6/24/14 9:02 am	6/24/14 7:34 am	6041677	6041633
Amount	Paid		Redeemed	Fees Applied	Total				
\$1,620.00	\$1,863.00		\$1,458.00	\$0.00	\$1,458.00				

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

RR0074

Russell Road F & B

Dollar Report

Between

12/7/2013 1:00:00PM and 11/8/2014 12:59:59PM

<u>Amount</u>	<u>Paid</u>	<u>Purchaser</u>	<u>Redeemed</u>	<u>Fees Applied</u>	<u>Total</u>	<u>Date Redeemed</u>	<u>Date Created</u>	<u>Serial Number</u>	<u>Ref #</u>
Grand Totals:	\$1,620.00	\$1,863.00	\$1,458.00	\$0.00	\$1,458.00				

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

RR0075

PLAINTIFF
DANIELLE LAMAR

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3045344

Madison-Lynn

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
6/7/2013 10:16:20PM	Charge	House Fee	\$75.00	\$75.00
6/7/2013 10:16:38PM	Adjustment	comp 1st day	\$-75.00	\$0.00
6/7/2013 11:57:46PM	Charge	Off Stage Fee	\$40.00	\$40.00
6/7/2013 11:59:11PM	Adjustment	JL	\$-40.00	\$0.00
6/8/2013 10:46:41PM	Charge	House Fee	\$75.00	\$75.00
6/8/2013 10:46:51PM	Charge	Off Stage Fee	\$40.00	\$115.00
6/8/2013 10:47:04PM	Adjustment	JL	\$-250.00	\$-135.00
6/9/2013 4:42:58PM	Adjustment	bottle sale from 6/8/13	\$-55.00	\$-190.00
6/9/2013 4:43:34PM	Adjustment	bottle sale from 6/8/13	\$-28.00	\$-218.00
6/12/2013 9:57:25PM	Charge	House Fee	\$60.00	\$-158.00
6/12/2013 9:57:46PM	Adjustment	fri&sat	\$-30.00	\$-188.00
6/12/2013 9:57:51PM	Charge	Off Stage Fee	\$40.00	\$-148.00
6/13/2013 10:57:25PM	Charge	House Fee	\$60.00	\$-88.00
6/13/2013 10:57:34PM	Charge	Off Stage Fee	\$40.00	\$-48.00
6/13/2013 10:57:41PM	Adjustment	fri&sat	\$-30.00	\$-78.00
6/14/2013 10:36:42PM	Charge	House Fee	\$75.00	\$-3.00
6/14/2013 10:36:45PM	Charge	Off Stage Fee	\$40.00	\$37.00
6/15/2013 9:27:09PM	Charge	House Fee	\$75.00	\$112.00
6/15/2013 9:27:11PM	Charge	Off Stage Fee	\$40.00	\$152.00
6/20/2013 10:22:35PM	Charge	House Fee	\$60.00	\$212.00
6/20/2013 10:23:02PM	Charge	Off Stage Fee	\$40.00	\$252.00
6/21/2013 4:49:16AM	Adjustment	JL	\$-252.00	\$0.00
6/23/2013 12:57:51AM	Charge	House Fee	\$75.00	\$75.00
6/23/2013 12:57:57AM	Charge	Off Stage Fee	\$40.00	\$115.00
6/23/2013 12:58:12AM	Payment		\$-75.00	\$40.00
6/23/2013 12:58:12AM	Payment		\$-40.00	\$0.00
6/28/2013 8:50:19PM	Charge	House Fee	\$50.00	\$50.00
6/28/2013 8:50:25PM	Charge	Off Stage Fee	\$40.00	\$90.00
6/28/2013 8:50:27PM	Payment		\$-40.00	\$50.00
6/28/2013 8:50:27PM	Payment		\$-50.00	\$0.00
6/30/2013 1:13:14AM	Charge	House Fee	\$75.00	\$75.00
6/30/2013 1:13:22AM	Charge	Off Stage Fee	\$40.00	\$115.00
6/30/2013 1:13:51AM	Payment		\$-75.00	\$40.00
6/30/2013 1:13:51AM	Payment		\$-40.00	\$0.00
7/4/2013 10:59:03PM	Charge	House Fee	\$60.00	\$60.00

RR0115

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3045344

Madison-Lynn

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
7/4/2013 10:59:22PM	Adjustment	fri&sat	\$-30.00	\$30.00
7/4/2013 10:59:25PM	Charge	Off Stage Fee	\$40.00	\$70.00
7/4/2013 11:00:02PM	Payment		\$-40.00	\$30.00
7/4/2013 11:00:02PM	Payment		\$-30.00	\$0.00
7/6/2013 1:58:49AM	Charge	House Fee	\$75.00	\$75.00
7/6/2013 1:58:58AM	Charge	Off Stage Fee	\$40.00	\$115.00
7/6/2013 1:59:10AM	Payment		\$-40.00	\$75.00
7/6/2013 1:59:10AM	Payment		\$-75.00	\$0.00
7/11/2013 8:51:45PM	Charge	House Fee	\$50.00	\$50.00
7/11/2013 8:51:54PM	Charge	Off Stage Fee	\$40.00	\$90.00
7/11/2013 8:52:06PM	Payment		\$-50.00	\$40.00
7/11/2013 8:52:06PM	Payment		\$-40.00	\$0.00
7/13/2013 1:59:14AM	Charge	House Fee	\$75.00	\$75.00
7/13/2013 1:59:19AM	Charge	Off Stage Fee	\$40.00	\$115.00
7/13/2013 1:59:27AM	Payment		\$-40.00	\$75.00
7/13/2013 1:59:27AM	Payment		\$-75.00	\$0.00
7/18/2013 11:36:08PM	Charge	House Fee	\$60.00	\$60.00
7/18/2013 11:36:11PM	Charge	Off Stage Fee	\$40.00	\$100.00
7/18/2013 11:36:43PM	Payment		\$-60.00	\$40.00
7/18/2013 11:36:43PM	Payment		\$-40.00	\$0.00
7/20/2013 1:34:28AM	Charge	House Fee	\$75.00	\$75.00
7/20/2013 1:34:39AM	Charge	Off Stage Fee	\$40.00	\$115.00
7/20/2013 1:34:42AM	Payment		\$-75.00	\$40.00
7/20/2013 1:34:42AM	Payment		\$-40.00	\$0.00
7/21/2013 12:28:10AM	Charge	House Fee	\$75.00	\$75.00
7/21/2013 12:28:20AM	Charge	Off Stage Fee	\$40.00	\$115.00
7/21/2013 12:28:23AM	Payment		\$-75.00	\$40.00
7/21/2013 12:28:23AM	Payment		\$-40.00	\$0.00
7/21/2013 4:22:16PM	Adjustment	btl credits	\$-67.00	\$-67.00
7/27/2013 1:39:04AM	Charge	House Fee	\$75.00	\$8.00
7/27/2013 1:39:14AM	Payment		\$-8.00	\$0.00
7/28/2013 1:07:06AM	Charge	House Fee	\$75.00	\$75.00
7/28/2013 1:07:24AM	Payment		\$-75.00	\$0.00
7/30/2013 11:50:56PM	Charge	House Fee	\$60.00	\$60.00
7/30/2013 11:51:06PM	Adjustment	ww	\$-30.00	\$30.00

RR0116

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3045344 Madison-Lynn

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
7/30/2013 11:51:13PM	Charge	Off Stage Fee	\$40.00	\$70.00
7/30/2013 11:51:20PM	Payment		\$-30.00	\$40.00
7/30/2013 11:51:20PM	Payment		\$-40.00	\$0.00
8/2/2013 1:37:39AM	Charge	House Fee	\$60.00	\$60.00
8/2/2013 1:37:44AM	Adjustment	ww	\$-30.00	\$30.00
8/2/2013 1:37:54AM	Payment		\$-30.00	\$0.00
8/3/2013 12:05:52AM	Charge	House Fee	\$75.00	\$75.00
8/3/2013 12:05:54AM	Payment		\$-75.00	\$0.00
8/4/2013 1:37:18AM	Charge	House Fee	\$75.00	\$75.00
8/4/2013 1:37:21AM	Payment		\$-75.00	\$0.00
8/9/2013 8:58:49PM	Charge	House Fee	\$50.00	\$50.00
8/9/2013 8:58:51PM	Charge	Off Stage Fee	\$40.00	\$90.00
8/9/2013 8:59:02PM	Payment		\$-50.00	\$40.00
8/9/2013 8:59:02PM	Payment		\$-40.00	\$0.00
8/15/2013 11:25:53PM	Charge	House Fee	\$60.00	\$60.00
8/15/2013 11:25:55PM	Charge	Off Stage Fee	\$40.00	\$100.00
8/15/2013 11:26:12PM	Adjustment	promo 8-15-13	\$-75.00	\$25.00
8/15/2013 11:27:18PM	Payment		\$-25.00	\$0.00
8/16/2013 9:58:11PM	Charge	House Fee	\$75.00	\$75.00
8/16/2013 9:58:25PM	Charge	Off Stage Fee	\$40.00	\$115.00
8/16/2013 9:58:28PM	Payment		\$-75.00	\$40.00
8/16/2013 9:58:28PM	Payment		\$-40.00	\$0.00
8/18/2013 12:21:15AM	Charge	House Fee	\$75.00	\$75.00
8/18/2013 12:21:18AM	Charge	Off Stage Fee	\$40.00	\$115.00
8/18/2013 12:21:30AM	Payment		\$-75.00	\$40.00
8/18/2013 12:21:30AM	Payment		\$-40.00	\$0.00
8/18/2013 8:32:58PM	Charge	House Fee	\$50.00	\$50.00
8/18/2013 8:33:08PM	Adjustment	ww	\$-25.00	\$25.00
8/18/2013 8:33:15PM	Charge	Off Stage Fee	\$40.00	\$65.00
8/18/2013 8:33:19PM	Payment		\$-40.00	\$25.00
8/18/2013 8:33:19PM	Payment		\$-25.00	\$0.00
8/20/2013 8:44:02PM	Charge	House Fee	\$50.00	\$50.00
8/20/2013 8:44:35PM	Adjustment	ww	\$-25.00	\$25.00
8/20/2013 8:44:43PM	Charge	Off Stage Fee	\$40.00	\$65.00
8/20/2013 8:44:48PM	Payment		\$-25.00	\$40.00

RR0117

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3045344

Madison-Lynn

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
8/20/2013 8:44:48PM	Payment		\$-40.00	\$0.00
8/22/2013 11:09:39PM	Charge	House Fee	\$60.00	\$60.00
8/22/2013 11:09:43PM	Charge	Off Stage Fee	\$40.00	\$100.00
8/22/2013 11:09:50PM	Adjustment	fri&sat	\$-30.00	\$70.00
8/22/2013 11:09:53PM	Payment		\$-30.00	\$40.00
8/22/2013 11:09:53PM	Payment		\$-40.00	\$0.00
8/24/2013 2:04:49AM	Charge	House Fee	\$75.00	\$75.00
8/24/2013 2:04:55AM	Payment		\$-75.00	\$0.00
8/24/2013 2:05:03AM	Charge	Off Stage Fee	\$40.00	\$40.00
8/24/2013 2:05:21AM	Payment		\$-40.00	\$0.00
8/24/2013 11:36:07PM	Charge	House Fee	\$75.00	\$75.00
8/24/2013 11:36:09PM	Charge	Off Stage Fee	\$40.00	\$115.00
8/24/2013 11:36:12PM	Payment		\$-40.00	\$75.00
8/24/2013 11:36:12PM	Payment		\$-75.00	\$0.00
8/31/2013 1:07:53AM	Charge	House Fee	\$75.00	\$75.00
8/31/2013 1:12:24AM	Charge	Off Stage Fee	\$40.00	\$115.00
8/31/2013 1:13:11AM	Payment		\$-40.00	\$75.00
8/31/2013 1:13:11AM	Payment		\$-75.00	\$0.00
9/22/2013 1:03:51AM	Charge	House Fee	\$75.00	\$75.00
9/22/2013 1:03:57AM	Charge	Off Stage Fee	\$40.00	\$115.00
9/22/2013 1:04:23AM	Payment		\$-75.00	\$40.00
9/22/2013 1:04:23AM	Payment		\$-40.00	\$0.00
9/26/2013 9:49:58PM	Charge	House Fee	\$60.00	\$60.00
9/26/2013 9:50:12PM	Charge	Off Stage Fee	\$40.00	\$100.00
9/27/2013 3:13:28AM	Adjustment	9-25 promo	\$-75.00	\$25.00
9/27/2013 5:38:05AM	Payment		\$-25.00	\$0.00
10/18/2013 10:50:25PM	Charge	House Fee	\$75.00	\$75.00
10/18/2013 10:50:28PM	Charge	Off Stage Fee	\$40.00	\$115.00
10/18/2013 10:50:30PM	Payment		\$-75.00	\$40.00
10/18/2013 10:50:30PM	Payment		\$-40.00	\$0.00
11/5/2013 11:08:28PM	Charge	House Fee	\$50.00	\$50.00
11/5/2013 11:08:33PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/5/2013 11:08:42PM	Payment		\$-50.00	\$40.00
11/5/2013 11:08:42PM	Payment		\$-40.00	\$0.00
12/5/2013 7:44:02PM	Charge	House Fee	\$30.00	\$30.00

RR0118

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3045344

Madison-Lynn

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
12/5/2013 7:44:08PM	Charge	Off Stage Fee	\$40.00	\$70.00
12/5/2013 7:44:12PM	Payment		\$-40.00	\$30.00
12/5/2013 7:44:12PM	Payment		\$-30.00	\$0.00
12/19/2013 9:36:14PM	Charge	House Fee	\$50.00	\$50.00
12/19/2013 9:37:08PM	Charge	Off Stage Fee	\$40.00	\$90.00
12/19/2013 9:37:12PM	Payment		\$-15.00	\$75.00
12/20/2013 12:51:17AM	Adjustment	Promo	\$-75.00	\$0.00
2/22/2014 11:01:19PM	Charge	House Fee	\$75.00	\$75.00
2/22/2014 11:01:23PM	Charge	Off Stage Fee	\$40.00	\$115.00
2/22/2014 11:01:26PM	Payment		\$-40.00	\$75.00
2/22/2014 11:01:26PM	Payment		\$-75.00	\$0.00
3/15/2014 12:04:41AM	Charge	House Fee	\$75.00	\$75.00
3/15/2014 12:04:43AM	Charge	Off Stage Fee	\$40.00	\$115.00
3/15/2014 12:04:46AM	Payment		\$-75.00	\$40.00
3/15/2014 12:04:46AM	Payment		\$-40.00	\$0.00
4/14/2014 12:32:40AM	Charge	House Fee	\$50.00	\$50.00
4/14/2014 12:32:47AM	Payment		\$-50.00	\$0.00
6/15/2014 1:40:42AM	Charge	House Fee	\$75.00	\$75.00
6/15/2014 1:41:06AM	Payment		\$-75.00	\$0.00
Total Due			\$0.00	

RR0119

APP 0384

8/29/2015

Russell Road F & B

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Dance Dollar Report

For

Danielle Lamar (3045344) - Madison-Lynn

2013

Amount

\$1,080.00

Grand Totals:

\$1,080.00

RR0120

PLAINTIFF
JACQUELINE FRANKLIN

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
10/6/2013 12:59:28AM	Charge	House Fee	\$75.00	\$75.00
10/6/2013 1:04:12AM	Adjustment	comp 1st day	\$-75.00	\$0.00
10/6/2013 10:04:46PM	Charge	House Fee	\$60.00	\$60.00
10/6/2013 10:05:15PM	Payment		\$-60.00	\$0.00
10/7/2013 10:09:54PM	Charge	House Fee	\$60.00	\$60.00
10/7/2013 10:10:13PM	Payment		\$-60.00	\$0.00
10/15/2013 9:46:54PM	Charge	House Fee	\$60.00	\$60.00
10/15/2013 9:47:05PM	Payment		\$-60.00	\$0.00
10/17/2013 9:27:36PM	Charge	House Fee	\$60.00	\$60.00
10/17/2013 9:27:59PM	Payment		\$-60.00	\$0.00
10/18/2013 7:45:12PM	Charge	House Fee	\$50.00	\$50.00
10/18/2013 7:45:55PM	Payment		\$-50.00	\$0.00
10/19/2013 9:57:08PM	Charge	House Fee	\$75.00	\$75.00
10/19/2013 9:57:42PM	Charge	Off Stage Fee	\$40.00	\$115.00
10/19/2013 9:58:13PM	Payment		\$-75.00	\$40.00
10/19/2013 9:58:13PM	Payment		\$-40.00	\$0.00
10/20/2013 9:19:30PM	Charge	House Fee	\$60.00	\$60.00
10/20/2013 9:19:46PM	Charge	Off Stage Fee	\$40.00	\$100.00
10/20/2013 9:19:54PM	Adjustment	wvw	\$-30.00	\$70.00
10/20/2013 9:20:09PM	Payment		\$-40.00	\$30.00
10/20/2013 9:20:09PM	Payment		\$-30.00	\$0.00
10/21/2013 10:45:11PM	Charge	House Fee	\$60.00	\$60.00
10/21/2013 10:45:41PM	Adjustment	wvw	\$-30.00	\$30.00
10/21/2013 10:45:48PM	Charge	Off Stage Fee	\$40.00	\$70.00
10/21/2013 10:45:58PM	Payment		\$-40.00	\$30.00
10/21/2013 10:45:58PM	Payment		\$-30.00	\$0.00
10/25/2013 8:38:06PM	Charge	House Fee	\$50.00	\$50.00
10/25/2013 8:38:14PM	Charge	Off Stage Fee	\$40.00	\$90.00
10/25/2013 8:38:17PM	Payment		\$-50.00	\$40.00
10/25/2013 8:38:17PM	Payment		\$-40.00	\$0.00
10/26/2013 8:55:42PM	Charge	House Fee	\$50.00	\$50.00
10/26/2013 8:55:44PM	Charge	Off Stage Fee	\$40.00	\$90.00
10/26/2013 8:55:46PM	Payment		\$-50.00	\$40.00
10/26/2013 8:55:46PM	Payment		\$-40.00	\$0.00
10/31/2013 9:43:56PM	Charge	House Fee	\$60.00	\$60.00

RR0057

APP 0387

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
10/31/2013 9:44:04PM	Adjustment	ww	\$-30.00	\$30.00
10/31/2013 9:44:08PM	Charge	Off Stage Fee	\$40.00	\$70.00
10/31/2013 9:44:19PM	Payment		\$-30.00	\$40.00
10/31/2013 9:44:19PM	Payment		\$-40.00	\$0.00
11/1/2013 8:46:39PM	Charge	House Fee	\$75.00	\$75.00
11/1/2013 8:46:43PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/1/2013 8:46:46PM	Payment		\$-75.00	\$40.00
11/1/2013 8:46:46PM	Payment		\$-40.00	\$0.00
11/2/2013 9:51:08PM	Charge	House Fee	\$75.00	\$75.00
11/2/2013 9:51:28PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/2/2013 9:51:30PM	Payment		\$-75.00	\$40.00
11/2/2013 9:51:30PM	Payment		\$-40.00	\$0.00
11/5/2013 8:49:45PM	Charge	House Fee	\$50.00	\$50.00
11/5/2013 8:50:12PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/5/2013 8:51:03PM	Payment		\$-40.00	\$50.00
11/5/2013 8:51:03PM	Payment		\$-50.00	\$0.00
11/6/2013 7:37:04PM	Charge	House Fee	\$30.00	\$30.00
11/6/2013 7:37:07PM	Charge	Off Stage Fee	\$40.00	\$70.00
11/6/2013 7:38:01PM	Payment		\$-30.00	\$40.00
11/6/2013 7:38:01PM	Payment		\$-40.00	\$0.00
11/7/2013 10:43:10PM	Charge	House Fee	\$50.00	\$50.00
11/7/2013 10:43:12PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/7/2013 10:43:21PM	Payment		\$-40.00	\$50.00
11/7/2013 10:43:21PM	Payment		\$-50.00	\$0.00
11/8/2013 8:00:49PM	Charge	House Fee	\$50.00	\$50.00
11/8/2013 8:00:54PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/8/2013 8:00:57PM	Payment		\$-50.00	\$40.00
11/8/2013 8:00:57PM	Payment		\$-40.00	\$0.00
11/9/2013 11:24:35PM	Charge	House Fee	\$75.00	\$75.00
11/9/2013 11:24:37PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/9/2013 11:24:40PM	Payment		\$-40.00	\$75.00
11/9/2013 11:24:40PM	Payment		\$-75.00	\$0.00
11/11/2013 10:10:06PM	Charge	House Fee	\$50.00	\$50.00
11/11/2013 10:10:10PM	Payment		\$-50.00	\$0.00
11/17/2013 7:33:49PM	Charge	House Fee	\$30.00	\$30.00

RR0058

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
11/17/2013 7:33:52PM	Payment		\$-25.00	\$5.00
11/17/2013 9:32:20PM	Payment		\$-5.00	\$0.00
11/19/2013 7:38:05PM	Charge	House Fee	\$30.00	\$30.00
11/19/2013 7:38:58PM	Payment		\$-30.00	\$0.00
11/22/2013 7:51:19PM	Charge	House Fee	\$50.00	\$50.00
11/22/2013 7:51:22PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/22/2013 7:51:25PM	Payment		\$-40.00	\$50.00
11/22/2013 7:51:25PM	Payment		\$-50.00	\$0.00
11/23/2013 9:28:54PM	Charge	House Fee	\$75.00	\$75.00
11/23/2013 9:28:57PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/23/2013 9:29:11PM	Payment		\$-40.00	\$75.00
11/23/2013 9:29:11PM	Payment		\$-75.00	\$0.00
12/2/2013 10:26:04PM	Charge	House Fee	\$50.00	\$50.00
12/2/2013 10:26:15PM	Payment		\$-11.00	\$39.00
12/3/2013 2:10:16AM	Payment		\$-39.00	\$0.00
12/3/2013 11:51:07PM	Charge	House Fee	\$50.00	\$50.00
12/3/2013 11:51:35PM	Payment		\$-50.00	\$0.00
12/6/2013 7:44:33PM	Charge	House Fee	\$50.00	\$50.00
12/6/2013 7:44:45PM	Payment		\$-50.00	\$0.00
12/7/2013 11:41:16PM	Charge	House Fee	\$75.00	\$75.00
12/7/2013 11:41:25PM	Payment		\$-45.00	\$30.00
12/12/2013 11:23:57PM	Charge	House Fee	\$50.00	\$80.00
12/12/2013 11:23:59PM	Payment		\$-20.00	\$60.00
12/12/2013 11:23:59PM	Payment		\$-30.00	\$30.00
12/13/2013 7:59:34PM	Charge	House Fee	\$50.00	\$80.00
12/13/2013 8:01:02PM	Payment		\$-50.00	\$30.00
12/13/2013 8:01:02PM	Payment		\$-30.00	\$0.00
12/14/2013 9:44:58PM	Charge	House Fee	\$75.00	\$75.00
12/14/2013 9:44:59PM	Payment		\$-75.00	\$0.00
12/17/2013 11:44:27PM	Charge	House Fee	\$50.00	\$50.00
12/17/2013 11:44:34PM	Payment		\$-50.00	\$0.00
12/18/2013 12:44:17AM	Adjustment	went home sick, so we gave her credit	\$-50.00	\$-50.00
12/18/2013 7:36:54PM	Charge	House Fee	\$30.00	\$-20.00
12/19/2013 9:08:26PM	Charge	House Fee	\$50.00	\$30.00
12/19/2013 9:08:42PM	Payment		\$-10.00	\$20.00

RR0059

APP 0389

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
12/21/2013 12:14:45AM	Charge	House Fee	\$75.00	\$95.00
12/21/2013 12:14:50AM	Payment		\$-20.00	\$75.00
12/21/2013 12:14:50AM	Payment		\$-20.00	\$55.00
12/22/2013 1:06:13AM	Charge	House Fee	\$75.00	\$130.00
12/22/2013 1:06:37AM	Payment		\$-55.00	\$75.00
12/22/2013 1:06:37AM	Payment		\$-5.00	\$70.00
12/22/2013 1:26:09AM	Adjustment	Kewan	\$-170.00	\$-100.00
12/22/2013 10:00:13PM	Charge	House Fee	\$50.00	\$-50.00
12/25/2013 8:28:26PM	Charge	House Fee	\$50.00	\$0.00
12/27/2013 12:06:17AM	Charge	House Fee	\$50.00	\$50.00
12/27/2013 12:47:42AM	Adjustment	adjust	\$-50.00	\$0.00
12/27/2013 10:31:56PM	Charge	House Fee	\$75.00	\$75.00
12/27/2013 10:32:01PM	Payment		\$-75.00	\$0.00
12/28/2013 6:36:06AM	Adjustment	KEWAN	\$-200.00	\$-200.00
1/2/2014 9:56:11PM	Charge	House Fee	\$50.00	\$-150.00
1/3/2014 10:49:16PM	Charge	House Fee	\$75.00	\$-75.00
1/3/2014 10:49:36PM	Charge	Off Stage Fee	\$40.00	\$-35.00
1/5/2014 1:09:49AM	Charge	House Fee	\$75.00	\$40.00
1/5/2014 1:10:02AM	Charge	Off Stage Fee	\$40.00	\$80.00
1/5/2014 1:10:13AM	Payment		\$-40.00	\$40.00
1/5/2014 1:10:13AM	Payment		\$-40.00	\$0.00
1/8/2014 10:14:08PM	Charge	House Fee	\$50.00	\$50.00
1/8/2014 10:14:10PM	Payment		\$-50.00	\$0.00
1/9/2014 10:04:31PM	Charge	House Fee	\$50.00	\$50.00
1/9/2014 10:04:33PM	Payment		\$-50.00	\$0.00
1/10/2014 11:00:45PM	Charge	House Fee	\$75.00	\$75.00
1/10/2014 11:00:49PM	Payment		\$-75.00	\$0.00
1/12/2014 12:46:44AM	Charge	House Fee	\$75.00	\$75.00
1/12/2014 12:46:47AM	Payment		\$-75.00	\$0.00
1/18/2014 9:34:07PM	Charge	House Fee	\$75.00	\$75.00
1/18/2014 9:34:10PM	Charge	Off Stage Fee	\$40.00	\$115.00
1/18/2014 9:34:17PM	Payment		\$-75.00	\$40.00
1/18/2014 9:34:17PM	Payment		\$-40.00	\$0.00
1/19/2014 10:07:17PM	Charge	House Fee	\$50.00	\$50.00
1/19/2014 10:07:24PM	Payment		\$-50.00	\$0.00

RR0060

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Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3030817 Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
1/21/2014 9:06:07PM	Charge	House Fee	\$50.00	\$50.00
1/21/2014 9:06:15PM	Payment		\$-50.00	\$0.00
1/22/2014 10:52:16PM	Charge	House Fee	\$50.00	\$50.00
1/22/2014 10:52:19PM	Payment		\$-50.00	\$0.00
1/24/2014 12:03:46AM	Charge	House Fee	\$50.00	\$50.00
1/24/2014 12:03:54AM	Payment		\$-50.00	\$0.00
1/24/2014 9:56:43PM	Charge	House Fee	\$75.00	\$75.00
1/24/2014 9:57:08PM	Payment		\$-75.00	\$0.00
1/25/2014 10:26:10PM	Charge	House Fee	\$75.00	\$75.00
1/25/2014 10:26:12PM	Charge	Off Stage Fee	\$40.00	\$115.00
1/25/2014 10:26:15PM	Payment		\$-75.00	\$40.00
1/25/2014 10:26:15PM	Payment		\$-40.00	\$0.00
2/6/2014 10:12:36PM	Charge	House Fee	\$50.00	\$50.00
2/6/2014 10:13:29PM	Payment		\$-25.00	\$25.00
2/7/2014 1:41:47AM	Payment		\$-25.00	\$0.00
2/8/2014 10:02:03PM	Charge	House Fee	\$75.00	\$75.00
2/8/2014 10:02:09PM	Charge	Off Stage Fee	\$40.00	\$115.00
2/8/2014 10:02:52PM	Payment		\$-75.00	\$40.00
2/8/2014 10:02:52PM	Payment		\$-40.00	\$0.00
2/9/2014 7:03:35AM	Adjustment	promo	\$-230.00	\$-230.00
2/13/2014 10:11:15PM	Charge	House Fee	\$50.00	\$-180.00
2/15/2014 1:48:09AM	Charge	House Fee	\$75.00	\$-105.00
2/15/2014 1:48:12AM	Charge	Off Stage Fee	\$40.00	\$-65.00
2/16/2014 2:23:56AM	Charge	House Fee	\$75.00	\$10.00
2/16/2014 2:24:10AM	Charge	Off Stage Fee	\$40.00	\$50.00
2/16/2014 2:24:15AM	Payment		\$-40.00	\$10.00
2/16/2014 2:24:15AM	Payment		\$-10.00	\$0.00
2/18/2014 7:46:44PM	Charge	House Fee	\$30.00	\$30.00
2/18/2014 7:46:54PM	Payment		\$-30.00	\$0.00
2/20/2014 11:43:31PM	Charge	House Fee	\$50.00	\$50.00
2/20/2014 11:43:42PM	Payment		\$-50.00	\$0.00
2/22/2014 12:08:19AM	Charge	House Fee	\$75.00	\$75.00
2/22/2014 12:08:21AM	Charge	Off Stage Fee	\$40.00	\$115.00
2/22/2014 12:08:24AM	Payment		\$-40.00	\$75.00
2/22/2014 12:08:24AM	Payment		\$-75.00	\$0.00

RR0061

APP 0391

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Russell Road F & B

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Entertainer Charge Summary

Between

~~8/28/06~~ 1:00 pm and ~~8/29/15~~ 12:59 pm

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
2/22/2014 10:53:21PM	Charge	House Fee	\$75.00	\$75.00
2/22/2014 10:53:23PM	Charge	Off Stage Fee	\$40.00	\$115.00
2/22/2014 10:53:27PM	Payment		\$-75.00	\$40.00
2/22/2014 10:53:27PM	Payment		\$-30.00	\$10.00
2/23/2014 1:47:35AM	Payment		\$-10.00	\$0.00
2/23/2014 9:18:46PM	Charge	House Fee	\$50.00	\$50.00
2/23/2014 9:19:21PM	Adjustment	comp	\$-250.00	\$-200.00
2/24/2014 9:42:28PM	Charge	House Fee	\$50.00	\$-150.00
2/27/2014 10:00:50PM	Charge	House Fee	\$50.00	\$-100.00
3/1/2014 10:45:12PM	Charge	House Fee	\$75.00	\$-25.00
3/8/2014 1:07:06AM	Charge	House Fee	\$75.00	\$50.00
3/8/2014 10:02:25PM	Charge	House Fee	\$75.00	\$125.00
3/8/2014 10:03:13PM	Payment		\$-50.00	\$75.00
3/8/2014 10:03:13PM	Payment		\$-25.00	\$50.00
3/13/2014 12:51:11AM	Charge	House Fee	\$50.00	\$100.00
3/13/2014 12:51:15AM	Payment		\$-50.00	\$50.00
3/13/2014 10:42:13PM	Charge	House Fee	\$50.00	\$100.00
3/13/2014 10:42:15PM	Payment		\$-50.00	\$50.00
3/13/2014 11:18:00PM	Adjustment	adjsut	\$-50.00	\$0.00
3/14/2014 11:43:51PM	Charge	House Fee	\$75.00	\$75.00
3/14/2014 11:43:54PM	Charge	Off Stage Fee	\$40.00	\$115.00
3/14/2014 11:43:57PM	Payment		\$-40.00	\$75.00
3/14/2014 11:43:57PM	Payment		\$-75.00	\$0.00
3/16/2014 12:57:42AM	Charge	House Fee	\$75.00	\$75.00
3/16/2014 12:57:45AM	Charge	Off Stage Fee	\$40.00	\$115.00
3/16/2014 12:58:34AM	Payment		\$-75.00	\$40.00
3/16/2014 12:58:34AM	Payment		\$-40.00	\$0.00
3/22/2014 12:47:51AM	Charge	House Fee	\$75.00	\$75.00
3/22/2014 12:48:18AM	Payment		\$-27.00	\$48.00
3/22/2014 8:26:09AM	Payment		\$-48.00	\$0.00
3/22/2014 11:15:25PM	Charge	House Fee	\$75.00	\$75.00
3/22/2014 11:15:32PM	Payment		\$-75.00	\$0.00
3/23/2014 10:19:50PM	Charge	House Fee	\$50.00	\$50.00
3/23/2014 10:19:53PM	Payment		\$-50.00	\$0.00
3/27/2014 10:03:34PM	Charge	House Fee	\$50.00	\$50.00

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Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
3/27/2014 10:03:36PM	Payment		\$-50.00	\$0.00
3/28/2014 9:38:41PM	Charge	House Fee	\$75.00	\$75.00
3/28/2014 9:38:45PM	Charge	Off Stage Fee	\$40.00	\$115.00
3/28/2014 9:39:00PM	Payment		\$-40.00	\$75.00
3/28/2014 9:39:00PM	Payment		\$-75.00	\$0.00
3/29/2014 11:51:02PM	Charge	House Fee	\$75.00	\$75.00
3/29/2014 11:51:06PM	Charge	Off Stage Fee	\$40.00	\$115.00
3/29/2014 11:52:33PM	Payment		\$-75.00	\$40.00
3/29/2014 11:52:33PM	Payment		\$-40.00	\$0.00
3/30/2014 10:59:29PM	Charge	House Fee	\$50.00	\$50.00
3/30/2014 10:59:46PM	Payment		\$-50.00	\$0.00
4/3/2014 11:04:40PM	Charge	House Fee	\$50.00	\$50.00
4/3/2014 11:04:42PM	Payment		\$-47.00	\$3.00
4/4/2014 2:34:54AM	Payment		\$-3.00	\$0.00
4/4/2014 11:59:37PM	Charge	House Fee	\$75.00	\$75.00
4/4/2014 11:59:44PM	Payment		\$-45.00	\$30.00
4/5/2014 2:35:29AM	Payment		\$-30.00	\$0.00
4/5/2014 10:05:28PM	Charge	House Fee	\$75.00	\$75.00
4/6/2014 11:03:42PM	Charge	House Fee	\$50.00	\$125.00
4/7/2014 4:10:03AM	Adjustment	comp	\$-125.00	\$0.00
4/9/2014 9:29:45PM	Charge	House Fee	\$50.00	\$50.00
4/9/2014 9:29:48PM	Payment		\$-50.00	\$0.00
4/11/2014 12:00:37AM	Charge	House Fee	\$50.00	\$50.00
4/11/2014 12:00:42AM	Payment		\$-50.00	\$0.00
4/11/2014 10:03:01PM	Charge	House Fee	\$75.00	\$75.00
4/11/2014 10:03:05PM	Payment		\$-75.00	\$0.00
4/12/2014 10:28:25PM	Charge	House Fee	\$75.00	\$75.00
4/12/2014 10:28:27PM	Payment		\$-75.00	\$0.00
4/14/2014 12:33:42AM	Charge	House Fee	\$50.00	\$50.00
4/14/2014 12:33:47AM	Payment		\$-50.00	\$0.00
4/17/2014 11:43:57PM	Charge	House Fee	\$50.00	\$50.00
4/17/2014 11:44:03PM	Payment		\$-50.00	\$0.00
4/18/2014 10:30:14PM	Charge	House Fee	\$75.00	\$75.00
4/19/2014 12:51:46AM	Adjustment	promo	\$-375.00	\$-300.00
4/19/2014 11:51:53PM	Charge	House Fee	\$75.00	\$-225.00

RR0063

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Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
4/20/2014 10:59:55PM	Charge	House Fee	\$50.00	\$-175.00
4/23/2014 10:26:49PM	Charge	House Fee	\$50.00	\$-125.00
4/27/2014 2:22:32AM	Charge	House Fee	\$75.00	\$-50.00
4/30/2014 10:06:12PM	Charge	House Fee	\$50.00	\$0.00
5/1/2014 10:54:37PM	Charge	House Fee	\$50.00	\$50.00
5/2/2014 9:21:05PM	Charge	House Fee	\$75.00	\$125.00
5/2/2014 9:21:57PM	Payment		\$-50.00	\$75.00
5/2/2014 9:21:57PM	Payment		\$-25.00	\$50.00
5/3/2014 10:45:30PM	Charge	House Fee	\$75.00	\$125.00
5/3/2014 10:45:32PM	Payment		\$-50.00	\$75.00
5/3/2014 10:45:32PM	Payment		\$-25.00	\$50.00
5/8/2014 11:29:31PM	Charge	House Fee	\$50.00	\$100.00
5/8/2014 11:29:39PM	Payment		\$-50.00	\$50.00
5/9/2014 11:06:47PM	Charge	House Fee	\$75.00	\$125.00
5/9/2014 11:06:49PM	Payment		\$-50.00	\$75.00
5/9/2014 11:06:49PM	Payment		\$-25.00	\$50.00
5/10/2014 11:28:48PM	Charge	House Fee	\$75.00	\$125.00
5/10/2014 11:28:50PM	Payment		\$-50.00	\$75.00
5/10/2014 11:28:50PM	Payment		\$-25.00	\$50.00
5/16/2014 12:10:57AM	Charge	House Fee	\$50.00	\$100.00
5/16/2014 12:11:03AM	Payment		\$-50.00	\$50.00
5/21/2014 9:59:07PM	Charge	House Fee	\$50.00	\$100.00
5/21/2014 9:59:56PM	Payment		\$-46.00	\$54.00
5/24/2014 12:31:20AM	Charge	House Fee	\$75.00	\$129.00
5/24/2014 1:05:26AM	Adjustment	Promo	\$-150.00	\$-21.00
5/27/2014 10:47:48PM	Charge	House Fee	\$50.00	\$29.00
5/27/2014 10:49:34PM	Payment		\$-29.00	\$0.00
5/31/2014 12:12:14AM	Charge	House Fee	\$75.00	\$75.00
5/31/2014 12:12:18AM	Payment		\$-75.00	\$0.00
6/7/2014 1:26:05AM	Charge	House Fee	\$75.00	\$75.00
6/7/2014 1:26:08AM	Payment		\$-75.00	\$0.00
6/7/2014 10:38:55PM	Charge	House Fee	\$75.00	\$75.00
6/7/2014 10:38:58PM	Payment		\$-75.00	\$0.00
6/19/2014 12:20:49AM	Charge	House Fee	\$50.00	\$50.00
6/19/2014 12:20:53AM	Payment		\$-50.00	\$0.00

RR0064

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Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
6/20/2014 3:11:48AM	Charge	House Fee	\$50.00	\$50.00
6/20/2014 3:11:50AM	Payment		\$-50.00	\$0.00
6/21/2014 12:56:52AM	Charge	House Fee	\$75.00	\$75.00
6/21/2014 12:57:25AM	Payment		\$-75.00	\$0.00
6/27/2014 2:14:57AM	Charge	House Fee	\$50.00	\$50.00
6/27/2014 2:15:14AM	Payment		\$-50.00	\$0.00
6/28/2014 1:07:07AM	Charge	House Fee	\$75.00	\$75.00
6/28/2014 1:07:12AM	Payment		\$-75.00	\$0.00
7/2/2014 10:16:43PM	Charge	House Fee	\$50.00	\$50.00
7/2/2014 10:16:51PM	Payment		\$-50.00	\$0.00
7/5/2014 12:34:13AM	Charge	House Fee	\$75.00	\$75.00
7/6/2014 12:21:33AM	Charge	House Fee	\$75.00	\$150.00
7/6/2014 12:21:50AM	Adjustment	adjust	\$-450.00	\$-300.00
7/11/2014 10:42:22PM	Charge	House Fee	\$75.00	\$-225.00
7/13/2014 12:37:31AM	Charge	House Fee	\$75.00	\$-150.00
7/17/2014 11:25:38PM	Charge	House Fee	\$50.00	\$-100.00
7/18/2014 10:57:32PM	Charge	House Fee	\$75.00	\$-25.00
7/19/2014 10:26:40PM	Charge	House Fee	\$75.00	\$50.00
7/19/2014 10:26:51PM	Payment		\$-50.00	\$0.00
7/23/2014 10:38:23PM	Charge	House Fee	\$50.00	\$50.00
7/23/2014 10:38:35PM	Payment		\$-20.00	\$30.00
7/24/2014 3:43:26AM	Payment		\$-30.00	\$0.00
7/25/2014 12:18:23AM	Charge	House Fee	\$50.00	\$50.00
7/25/2014 12:19:06AM	Payment		\$-50.00	\$0.00
7/26/2014 12:13:55AM	Charge	House Fee	\$75.00	\$75.00
7/26/2014 12:13:58AM	Payment		\$-75.00	\$0.00
7/26/2014 11:55:12PM	Charge	House Fee	\$75.00	\$75.00
7/26/2014 11:55:33PM	Payment		\$-50.00	\$25.00
7/30/2014 12:25:59AM	Charge	House Fee	\$50.00	\$75.00
7/30/2014 11:40:45PM	Charge	House Fee	\$50.00	\$125.00
8/1/2014 11:30:24PM	Charge	House Fee	\$75.00	\$200.00
8/2/2014 7:06:29AM	Adjustment	KEWAN	\$-200.00	\$0.00
8/3/2014 12:38:09AM	Charge	House Fee	\$75.00	\$75.00
8/3/2014 12:38:31AM	Payment		\$-75.00	\$0.00
8/6/2014 12:14:06AM	Charge	House Fee	\$50.00	\$50.00

RR0065

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Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3030817 Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
8/7/2014 12:06:50AM	Charge	House Fee	\$50.00	\$100.00
8/7/2014 12:07:00AM	Payment		\$-50.00	\$50.00
8/7/2014 12:07:00AM	Payment		\$-50.00	\$0.00
8/8/2014 1:07:56AM	Charge	House Fee	\$50.00	\$50.00
8/8/2014 10:01:35PM	Charge	House Fee	\$75.00	\$125.00
8/8/2014 10:01:37PM	Payment		\$-50.00	\$75.00
8/9/2014 10:22:45PM	Charge	House Fee	\$75.00	\$150.00
8/15/2014 10:08:09PM	Charge	House Fee	\$75.00	\$225.00
8/18/2014 12:14:30AM	Charge	House Fee	\$50.00	\$275.00
8/22/2014 11:54:11PM	Charge	House Fee	\$75.00	\$350.00
8/24/2014 1:00:51AM	Charge	House Fee	\$75.00	\$425.00
8/24/2014 1:01:21AM	Payment		\$-75.00	\$350.00
8/24/2014 1:01:21AM	Payment		\$-25.00	\$325.00
8/25/2014 11:21:24PM	Charge	House Fee	\$50.00	\$375.00
8/25/2014 11:21:54PM	Payment		\$-50.00	\$325.00
8/29/2014 12:38:04AM	Charge	House Fee	\$50.00	\$375.00
8/29/2014 12:38:19AM	Payment		\$-50.00	\$325.00
8/31/2014 1:02:47AM	Charge	House Fee	\$75.00	\$400.00
8/31/2014 1:02:51AM	Payment		\$-25.00	\$375.00
8/31/2014 1:02:51AM	Payment		\$-25.00	\$350.00
8/31/2014 1:02:51AM	Payment		\$-50.00	\$300.00
9/2/2014 10:29:37PM	Charge	House Fee	\$30.00	\$350.00
9/2/2014 11:49:18PM	Payment		\$-50.00	\$300.00
9/4/2014 9:50:00PM	Charge	House Fee	\$50.00	\$350.00
9/4/2014 9:50:03PM	Payment		\$-50.00	\$300.00
9/5/2014 10:25:51PM	Charge	House Fee	\$75.00	\$375.00
9/5/2014 10:26:01PM	Payment		\$-50.00	\$325.00
9/5/2014 10:26:01PM	Payment		\$-25.00	\$300.00
9/7/2014 12:41:12AM	Charge	House Fee	\$75.00	\$375.00
9/7/2014 12:41:18AM	Payment		\$-25.00	\$350.00
9/7/2014 12:41:18AM	Payment		\$-50.00	\$300.00
9/8/2014 12:27:02AM	Charge	House Fee	\$50.00	\$350.00
9/8/2014 3:26:22AM	Adjustment	JL	\$-350.00	\$0.00
9/8/2014 5:45:12PM	Charge	House Fee	\$30.00	\$30.00
9/8/2014 8:55:41PM	Adjustment	MNF	\$-30.00	\$0.00

RR0066

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Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
9/13/2014 1:03:01AM	Charge	House Fee	\$75.00	\$75.00
9/13/2014 1:03:17AM	Payment		\$-60.00	\$15.00
9/14/2014 1:01:03AM	Charge	House Fee	\$75.00	\$90.00
9/14/2014 1:01:07AM	Payment		\$-15.00	\$75.00
9/14/2014 1:01:07AM	Payment		\$-75.00	\$0.00
9/19/2014 10:40:14PM	Charge	House Fee	\$75.00	\$75.00
9/19/2014 10:40:29PM	Payment		\$-75.00	\$0.00
9/25/2014 9:33:02PM	Charge	House Fee	\$50.00	\$50.00
9/26/2014 9:46:59PM	Charge	House Fee	\$75.00	\$125.00
9/26/2014 9:47:26PM	Payment		\$-30.00	\$95.00
9/26/2014 9:47:26PM	Payment		\$-50.00	\$45.00
10/4/2014 12:09:16AM	Charge	House Fee	\$75.00	\$120.00
10/4/2014 7:26:40AM	Adjustment	PRomo	\$-225.00	\$-105.00
10/5/2014 12:13:07AM	Charge	House Fee	\$75.00	\$-30.00
10/11/2014 7:53:41AM	Adjustment	Promo	\$-75.00	\$-105.00
12/12/2014 9:57:16PM	Charge	House Fee	\$75.00	\$-30.00
12/19/2014 9:41:47PM	Charge	House Fee	\$75.00	\$45.00
12/19/2014 9:41:59PM	Payment		\$-45.00	\$0.00
		Total Due	\$0.00	

RR0067

APP 0397

8/29/2015

Russell Road F & B

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Dance Dollar Report

For

Jacqueline Franklin (3030817) - Sarah

2013

Amount

\$450.00

2014

Amount

\$5,166.00

Grand Totals:

\$5,616.00

RR0068

APP 0398

PLAINTIFF
KARINA STRELKOVA

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3045619 Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
9/3/2012 12:35:19AM	Charge	House Fee	\$60.00	\$60.00
9/3/2012 9:01:38PM	Charge	House Fee	\$50.00	\$110.00
9/3/2012 9:01:55PM	Adjustment	COMP MON	\$-60.00	\$50.00
9/7/2012 9:29:32PM	Charge	House Fee	\$75.00	\$125.00
9/9/2012 12:07:20AM	Charge	House Fee	\$75.00	\$200.00
9/11/2012 10:21:47PM	Charge	House Fee	\$60.00	\$260.00
9/11/2012 10:22:04PM	Adjustment	WW	\$-30.00	\$230.00
9/11/2012 10:22:15PM	Payment		\$-20.00	\$210.00
9/11/2012 10:22:15PM	Payment		\$-10.00	\$200.00
9/12/2012 11:58:49PM	Charge	House Fee	\$60.00	\$260.00
9/12/2012 11:59:09PM	Adjustment	fri&sat	\$-30.00	\$230.00
9/12/2012 11:59:16PM	Payment		\$-30.00	\$200.00
9/13/2012 12:01:21AM	Adjustment	22	\$-200.00	\$0.00
9/15/2012 1:19:31AM	Charge	House Fee	\$75.00	\$75.00
9/15/2012 1:19:37AM	Payment		\$-75.00	\$0.00
9/15/2012 2:00:18AM	Charge	Missed Stage Call	\$25.00	\$25.00
9/15/2012 2:00:20AM	Charge	Missed Stage Call	\$25.00	\$50.00
9/15/2012 2:00:33AM	Adjustment	ERROR	\$-50.00	\$0.00
9/16/2012 2:58:48AM	Charge	House Fee	\$75.00	\$75.00
9/16/2012 2:58:59AM	Payment		\$-75.00	\$0.00
9/18/2012 12:01:03AM	Charge	House Fee	\$60.00	\$60.00
9/18/2012 12:01:32AM	Adjustment	WEND	\$-30.00	\$30.00
9/18/2012 12:01:41AM	Payment		\$-30.00	\$0.00
9/19/2012 9:50:32PM	Charge	House Fee	\$60.00	\$60.00
9/19/2012 9:50:52PM	Adjustment	fri&sat	\$-30.00	\$30.00
9/19/2012 9:50:55PM	Payment		\$-30.00	\$0.00
9/22/2012 2:28:34AM	Charge	House Fee	\$75.00	\$75.00
9/22/2012 2:28:39AM	Payment		\$-75.00	\$0.00
9/26/2012 9:30:22PM	Charge	House Fee	\$60.00	\$60.00
9/26/2012 9:30:34PM	Payment		\$-60.00	\$0.00
9/28/2012 3:14:34AM	Charge	House Fee	\$50.00	\$50.00
9/28/2012 3:14:53AM	Payment		\$-50.00	\$0.00
9/29/2012 11:58:35PM	Charge	House Fee	\$75.00	\$75.00
9/29/2012 11:58:43PM	Payment		\$-75.00	\$0.00
10/2/2012 2:54:06AM	Charge	House Fee	\$50.00	\$50.00

RR0100

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3045619

Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
10/2/2012 2:54:18AM	Payment		\$-50.00	\$0.00
3/23/2013 5:08:13AM	Charge	House Fee	\$30.00	\$30.00
3/23/2013 5:08:24AM	Payment		\$-30.00	\$0.00
3/23/2013 11:46:20PM	Charge	House Fee	\$75.00	\$75.00
3/23/2013 11:46:27PM	Payment		\$-75.00	\$0.00
3/25/2013 2:04:02AM	Charge	House Fee	\$50.00	\$50.00
3/25/2013 2:04:29AM	Adjustment	wkend	\$-25.00	\$25.00
3/25/2013 2:04:37AM	Payment		\$-25.00	\$0.00
3/30/2013 12:41:51AM	Charge	House Fee	\$75.00	\$75.00
3/30/2013 12:41:54AM	Payment		\$-75.00	\$0.00
3/30/2013 10:31:10AM	Adjustment	Btl sale Mgr Abel	\$-32.00	\$-32.00
3/31/2013 2:58:24AM	Charge	House Fee	\$75.00	\$43.00
3/31/2013 2:59:07AM	Payment		\$-43.00	\$0.00
4/1/2013 4:33:48AM	Charge	House Fee	\$30.00	\$30.00
4/1/2013 4:34:38AM	Adjustment	wkend	\$-15.00	\$15.00
4/1/2013 4:34:57AM	Payment		\$-15.00	\$0.00
4/3/2013 12:29:52AM	Charge	House Fee	\$60.00	\$60.00
4/3/2013 12:29:58AM	Adjustment	wv	\$-30.00	\$30.00
4/3/2013 12:30:08AM	Payment		\$-30.00	\$0.00
4/13/2013 7:15:52AM	Charge	House Fee	\$30.00	\$30.00
4/13/2013 7:15:57AM	Payment		\$-30.00	\$0.00
4/14/2013 2:41:06AM	Charge	House Fee	\$75.00	\$75.00
4/14/2013 2:41:11AM	Payment		\$-75.00	\$0.00
4/26/2013 6:35:52AM	Charge	House Fee	\$30.00	\$30.00
4/26/2013 6:35:55AM	Payment		\$-10.00	\$20.00
4/26/2013 9:57:52AM	Payment		\$-20.00	\$0.00
4/28/2013 4:00:21AM	Charge	House Fee	\$30.00	\$30.00
4/28/2013 4:00:28AM	Payment		\$-30.00	\$0.00
4/30/2013 4:43:45AM	Charge	House Fee	\$30.00	\$30.00
4/30/2013 4:44:19AM	Payment		\$-30.00	\$0.00
5/1/2013 4:16:54AM	Charge	House Fee	\$30.00	\$30.00
5/1/2013 4:16:57AM	Payment		\$-30.00	\$0.00
5/5/2013 2:10:34AM	Charge	House Fee	\$75.00	\$75.00
5/5/2013 2:11:09AM	Payment		\$-75.00	\$0.00
5/11/2013 8:20:44AM	Charge	House Fee	\$30.00	\$30.00

RR0101

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3045619

Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
5/11/2013 8:20:49AM	Payment		\$-30.00	\$0.00
5/18/2013 12:08:33AM	Charge	House Fee	\$75.00	\$75.00
5/18/2013 12:11:29AM	Payment		\$-75.00	\$0.00
5/18/2013 3:48:02PM	Adjustment	bottle sale from 5/17/13	\$-26.00	\$-26.00
5/18/2013 4:09:04PM	Adjustment	bottle sale from 5/17/13	\$-13.00	\$-39.00
5/18/2013 8:55:00PM	Charge	House Fee	\$50.00	\$11.00
5/18/2013 8:55:14PM	Charge	Off Stage Fee	\$40.00	\$51.00
5/19/2013 8:36:20AM	Adjustment	MGR Jim	\$-50.00	\$1.00
5/23/2013 2:23:38AM	Charge	House Fee	\$50.00	\$51.00
5/23/2013 2:23:51AM	Charge	Off Stage Fee	\$40.00	\$91.00
5/23/2013 2:23:59AM	Payment		\$-39.00	\$52.00
5/23/2013 2:23:59AM	Payment		\$-1.00	\$51.00
5/23/2013 6:22:08AM	Adjustment	per kevan	\$-51.00	\$0.00
5/24/2013 2:54:33PM	Adjustment	bottle sale from 5/22/13	\$-60.00	\$-60.00
5/24/2013 9:43:38PM	Charge	House Fee	\$75.00	\$15.00
5/24/2013 9:45:34PM	Charge	Off Stage Fee	\$40.00	\$55.00
5/25/2013 3:50:11AM	Adjustment	JL	\$-55.00	\$0.00
5/26/2013 3:02:38AM	Charge	House Fee	\$75.00	\$75.00
5/26/2013 3:02:46AM	Charge	Off Stage Fee	\$40.00	\$115.00
5/26/2013 3:02:50AM	Payment		\$-40.00	\$75.00
5/26/2013 9:13:20PM	Charge	House Fee	\$50.00	\$125.00
5/26/2013 11:38:10PM	Adjustment	JL	\$-125.00	\$0.00
6/1/2013 2:37:16AM	Charge	House Fee	\$75.00	\$75.00
6/1/2013 2:37:19AM	Charge	Off Stage Fee	\$40.00	\$115.00
6/1/2013 2:37:23AM	Payment		\$-40.00	\$75.00
6/1/2013 7:01:18AM	Adjustment	jl	\$-75.00	\$0.00
6/2/2013 3:24:36AM	Charge	House Fee	\$75.00	\$75.00
6/2/2013 10:55:13AM	Adjustment	Btl sale 5/31 Mgr Abel	\$-50.00	\$25.00
6/3/2013 10:54:56PM	Charge	House Fee	\$60.00	\$85.00
6/3/2013 10:55:48PM	Adjustment	wkend	\$-30.00	\$55.00
6/3/2013 10:56:03PM	Payment		\$-20.00	\$35.00
6/5/2013 9:56:52PM	Charge	House Fee	\$60.00	\$95.00
6/5/2013 9:57:04PM	Adjustment	wkend	\$-30.00	\$65.00
6/6/2013 10:47:36AM	Adjustment	promo credits	\$-65.00	\$0.00
6/6/2013 8:51:16PM	Adjustment	bottle sale from 6/5/13	\$-30.00	\$-30.00

RR0102

APP 0402

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3045619 Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
6/8/2013 1:10:40AM	Charge	House Fee	\$75.00	\$45.00
6/8/2013 1:10:43AM	Charge	Off Stage Fee	\$40.00	\$85.00
6/8/2013 1:10:47AM	Payment		\$-40.00	\$45.00
6/14/2013 10:56:27PM	Charge	House Fee	\$75.00	\$120.00
6/14/2013 10:56:52PM	Charge	Off Stage Fee	\$40.00	\$160.00
6/14/2013 10:57:38PM	Payment		\$-15.00	\$145.00
6/14/2013 10:57:38PM	Payment		\$-5.00	\$140.00
6/14/2013 10:57:38PM	Payment		\$-40.00	\$100.00
6/16/2013 3:39:55AM	Charge	House Fee	\$75.00	\$175.00
6/16/2013 3:40:28AM	Payment		\$-15.00	\$160.00
6/16/2013 3:40:28AM	Payment		\$-60.00	\$100.00
6/17/2013 7:20:40PM	Charge	House Fee	\$50.00	\$150.00
6/17/2013 7:20:58PM	Adjustment	per Justin	\$-50.00	\$100.00
6/17/2013 7:21:05PM	Payment		\$-20.00	\$80.00
6/18/2013 4:27:59AM	Adjustment	JL	\$-80.00	\$0.00
6/23/2013 12:13:56AM	Charge	House Fee	\$75.00	\$75.00
6/23/2013 12:13:59AM	Charge	Off Stage Fee	\$40.00	\$115.00
6/23/2013 12:14:10AM	Payment		\$-40.00	\$75.00
6/25/2013 8:30:37PM	Charge	House Fee	\$50.00	\$125.00
6/25/2013 8:31:10PM	Charge	Off Stage Fee	\$40.00	\$165.00
6/25/2013 8:31:38PM	Payment		\$-35.00	\$130.00
6/25/2013 8:31:38PM	Payment		\$-25.00	\$105.00
6/26/2013 10:48:57PM	Charge	House Fee	\$60.00	\$165.00
6/28/2013 1:41:31AM	Charge	House Fee	\$60.00	\$225.00
6/28/2013 1:41:35AM	Charge	Off Stage Fee	\$40.00	\$265.00
6/28/2013 1:41:38AM	Payment		\$-15.00	\$250.00
6/28/2013 1:41:38AM	Payment		\$-15.00	\$235.00
6/28/2013 1:41:38AM	Payment		\$-50.00	\$185.00
6/30/2013 1:31:51AM	Charge	House Fee	\$75.00	\$260.00
7/6/2013 2:32:01AM	Charge	House Fee	\$75.00	\$335.00
7/6/2013 2:32:08AM	Charge	Off Stage Fee	\$40.00	\$375.00
7/6/2013 2:32:11AM	Payment		\$-25.00	\$350.00
7/6/2013 2:32:11AM	Payment		\$-15.00	\$335.00
7/7/2013 12:16:15AM	Charge	House Fee	\$75.00	\$410.00
7/7/2013 12:16:20AM	Charge	Off Stage Fee	\$40.00	\$450.00

RR0103

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

3045619 Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
7/7/2013 12:16:25AM	Payment		\$-15.00	\$435.00
7/7/2013 12:16:25AM	Payment		\$-45.00	\$390.00
7/7/2013 1:06:56PM	Adjustment	btl sale mgr Abel	\$-20.00	\$370.00
7/8/2013 10:28:27PM	Charge	House Fee	\$60.00	\$430.00
7/8/2013 10:28:53PM	Adjustment	vw	\$-30.00	\$400.00
7/8/2013 10:29:05PM	Charge	Off Stage Fee	\$40.00	\$440.00
7/8/2013 10:29:14PM	Payment		\$-30.00	\$410.00
7/9/2013 2:32:17AM	Adjustment	JL	\$-410.00	\$0.00
7/9/2013 11:11:34PM	Charge	House Fee	\$60.00	\$60.00
7/9/2013 11:11:50PM	Adjustment	vw	\$-30.00	\$30.00
7/9/2013 11:11:57PM	Charge	Off Stage Fee	\$40.00	\$70.00
7/9/2013 11:12:27PM	Payment		\$-30.00	\$40.00
7/9/2013 11:12:27PM	Payment		\$-10.00	\$30.00
7/12/2013 1:45:09AM	Charge	House Fee	\$60.00	\$90.00
7/12/2013 1:45:25AM	Adjustment	vw	\$-30.00	\$60.00
7/12/2013 1:45:38AM	Charge	Off Stage Fee	\$40.00	\$100.00
7/12/2013 1:45:42AM	Payment		\$-40.00	\$60.00
7/13/2013 3:18:49AM	Charge	House Fee	\$75.00	\$135.00
7/13/2013 3:18:53AM	Charge	Off Stage Fee	\$40.00	\$175.00
7/13/2013 3:19:20AM	Payment		\$-20.00	\$155.00
7/13/2013 4:50:21AM	Adjustment	btl	\$-50.00	\$105.00
7/19/2013 2:41:58AM	Charge	House Fee	\$50.00	\$155.00
7/19/2013 10:07:57AM	Adjustment	bottle sale from 7/18/13	\$-25.00	\$130.00
7/20/2013 12:34:32AM	Charge	House Fee	\$75.00	\$205.00
7/22/2013 1:17:57AM	Charge	House Fee	\$60.00	\$265.00
7/22/2013 1:18:28AM	Payment		\$-30.00	\$235.00
7/22/2013 8:54:40AM	Payment		\$-10.00	\$225.00
7/22/2013 8:54:40AM	Payment		\$-40.00	\$185.00
7/22/2013 8:54:40AM	Payment		\$-50.00	\$135.00
7/22/2013 8:54:40AM	Payment		\$-40.00	\$95.00
7/27/2013 2:28:55AM	Charge	House Fee	\$75.00	\$170.00
7/28/2013 9:21:33PM	Charge	House Fee	\$60.00	\$230.00
7/28/2013 9:21:59PM	Payment		\$-35.00	\$195.00
7/28/2013 9:21:59PM	Payment		\$-35.00	\$160.00
8/2/2013 1:58:11AM	Charge	House Fee	\$60.00	\$220.00

RR0104

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****~~8/28/06~~ 1:00 pm and 8/29/15 12:59 pm**

3045619

Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
8/2/2013 1:58:40AM	Charge	Off Stage Fee	\$40.00	\$260.00
8/2/2013 7:16:29AM	Payment		\$-25.00	\$235.00
8/2/2013 7:16:29AM	Payment		\$-55.00	\$180.00
8/3/2013 2:31:05AM	Adjustment	bottle sale from 8/1/13	\$-33.00	\$147.00
8/11/2013 4:37:11AM	Charge	House Fee	\$30.00	\$177.00
8/11/2013 4:37:16AM	Payment		\$-47.00	\$130.00
8/11/2013 4:37:16AM	Payment		\$-23.00	\$107.00
8/15/2013 11:15:02PM	Charge	House Fee	\$60.00	\$167.00
8/16/2013 8:27:52AM	Payment		\$-37.00	\$130.00
8/16/2013 8:27:52AM	Payment		\$-3.00	\$127.00
8/16/2013 8:27:52AM	Payment		\$-40.00	\$87.00
8/17/2013 4:41:22AM	Charge	House Fee	\$30.00	\$117.00
8/17/2013 4:41:27AM	Payment		\$-3.00	\$114.00
8/17/2013 4:41:27AM	Payment		\$-27.00	\$87.00
8/17/2013 8:43:05AM	Payment		\$-50.00	\$37.00
8/18/2013 2:55:29AM	Charge	House Fee	\$75.00	\$112.00
8/18/2013 2:55:36AM	Payment		\$-30.00	\$82.00
8/18/2013 2:55:36AM	Payment		\$-7.00	\$75.00
8/18/2013 2:55:36AM	Payment		\$-43.00	\$32.00
8/18/2013 9:37:52PM	Charge	House Fee	\$60.00	\$92.00
8/18/2013 9:38:06PM	Adjustment	ww	\$-30.00	\$62.00
8/18/2013 9:38:20PM	Payment		\$-2.00	\$60.00
8/18/2013 9:38:20PM	Payment		\$-28.00	\$32.00
8/19/2013 12:36:58PM	Adjustment	champ credit	\$-60.00	\$-28.00
8/21/2013 3:05:25AM	Charge	House Fee	\$50.00	\$22.00
8/21/2013 3:06:00AM	Adjustment	ww	\$-25.00	\$-3.00
8/22/2013 4:34:32AM	Charge	House Fee	\$30.00	\$27.00
8/22/2013 4:34:39AM	Adjustment	ww	\$-15.00	\$12.00
8/22/2013 4:34:58AM	Payment		\$-12.00	\$0.00
8/23/2013 4:03:14AM	Charge	House Fee	\$30.00	\$30.00
8/23/2013 4:03:22AM	Adjustment	ww	\$-15.00	\$15.00
8/23/2013 4:03:34AM	Payment		\$-15.00	\$0.00
8/24/2013 4:44:54AM	Charge	House Fee	\$30.00	\$30.00
8/24/2013 4:45:34AM	Payment		\$-30.00	\$0.00
8/31/2013 3:06:41AM	Charge	House Fee	\$75.00	\$75.00

RR0105

APP 0405

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3045619

Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
8/31/2013 3:06:52AM	Payment		\$-40.00	\$35.00
8/31/2013 8:18:12AM	Payment		\$-35.00	\$0.00
9/3/2013 11:42:35PM	Charge	House Fee	\$60.00	\$60.00
9/5/2013 4:39:58AM	Charge	House Fee	\$30.00	\$90.00
9/5/2013 4:40:01AM	Payment		\$-50.00	\$40.00
9/12/2013 1:01:53AM	Charge	House Fee	\$60.00	\$100.00
9/12/2013 1:02:15AM	Payment		\$-30.00	\$70.00
9/12/2013 1:02:15AM	Payment		\$-20.00	\$50.00
9/12/2013 1:02:15AM	Payment		\$-10.00	\$40.00
9/13/2013 2:25:22AM	Charge	House Fee	\$50.00	\$90.00
9/13/2013 2:25:51AM	Adjustment	ww	\$-25.00	\$65.00
9/13/2013 2:26:02AM	Payment		\$-15.00	\$50.00
9/13/2013 2:26:02AM	Payment		\$-50.00	\$0.00
9/15/2013 12:50:52AM	Charge	House Fee	\$75.00	\$75.00
9/15/2013 4:29:17AM	Payment		\$-75.00	\$0.00
9/20/2013 1:44:49AM	Charge	House Fee	\$60.00	\$60.00
9/20/2013 1:45:56AM	Payment		\$-50.00	\$10.00
9/29/2013 8:41:28PM	Charge	House Fee	\$50.00	\$60.00
9/30/2013 12:16:37AM	Adjustment	JL	\$-60.00	\$0.00
10/1/2013 8:55:59PM	Charge	House Fee	\$50.00	\$50.00
10/1/2013 9:48:48PM	Payment		\$-50.00	\$0.00
10/7/2013 9:11:51PM	Charge	House Fee	\$50.00	\$50.00
10/8/2013 12:56:18AM	Adjustment	JL	\$-50.00	\$0.00
10/9/2013 12:39:39AM	Charge	House Fee	\$60.00	\$60.00
10/9/2013 12:39:51AM	Payment		\$-60.00	\$0.00
10/10/2013 12:34:24AM	Charge	House Fee	\$60.00	\$60.00
10/10/2013 12:34:42AM	Payment		\$-60.00	\$0.00
10/12/2013 12:36:21AM	Charge	House Fee	\$75.00	\$75.00
10/14/2013 12:57:11AM	Charge	House Fee	\$60.00	\$135.00
10/14/2013 12:57:24AM	Payment		\$-75.00	\$60.00
10/14/2013 12:57:24AM	Payment		\$-15.00	\$45.00
10/17/2013 9:06:16PM	Charge	House Fee	\$50.00	\$95.00
10/19/2013 2:34:01AM	Charge	House Fee	\$75.00	\$170.00
10/27/2013 8:13:42AM	Charge	House Fee	\$30.00	\$200.00
10/27/2013 8:13:52AM	Payment		\$-30.00	\$170.00

RR0106

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

3045619

Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
12/14/2013 6:21:38AM	Charge	House Fee	\$20.00	\$190.00
12/14/2013 6:21:45AM	Payment		\$-50.00	\$140.00
12/14/2013 6:21:45AM	Payment		\$-15.00	\$125.00
12/14/2013 6:21:45AM	Payment		\$-15.00	\$110.00
1/4/2014 4:57:03AM	Charge	House Fee	\$40.00	\$150.00
1/4/2014 4:57:34AM	Payment		\$-60.00	\$90.00
1/4/2014 4:57:34AM	Payment		\$-5.00	\$85.00
1/7/2014 12:10:26AM	Charge	House Fee	\$50.00	\$135.00
1/7/2014 12:10:50AM	Payment		\$-20.00	\$115.00
1/7/2014 12:10:50AM	Payment		\$-15.00	\$100.00
1/7/2014 12:10:50AM	Payment		\$-25.00	\$75.00
1/7/2014 12:10:50AM	Payment		\$-40.00	\$35.00
1/7/2014 4:44:23AM	Adjustment	per mo	\$-35.00	\$0.00
1/9/2014 12:49:13AM	Charge	House Fee	\$50.00	\$50.00
1/9/2014 12:50:20AM	Payment		\$-50.00	\$0.00
1/12/2014 4:01:26AM	Charge	House Fee	\$40.00	\$40.00
1/12/2014 4:01:44AM	Payment		\$-40.00	\$0.00
1/12/2014 10:15:24PM	Charge	House Fee	\$50.00	\$50.00
1/12/2014 10:16:02PM	Payment		\$-50.00	\$0.00
1/14/2014 11:56:43PM	Charge	House Fee	\$50.00	\$50.00
1/14/2014 11:56:51PM	Payment		\$-50.00	\$0.00
1/23/2014 5:03:33AM	Charge	House Fee	\$30.00	\$30.00
1/1/2015 11:14:40AM	Adjustment	2015MassClearPerJustin	\$-30.00	\$0.00
Total Due			\$0.00	

RR0107

APP 0407

8/29/2015

Russell Road F & B

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Dance Dollar Report

For

Karina Strelkova (3045619) - Victory Jones

2012

Amount

\$1,980.00

2013

Amount

\$6,570.00

2014

Amount

\$1,728.00

Grand Totals:

\$10,278.00

RR0108

APP 0408

PLAINTIFF
SAMANTHA JONES

8/29/2015

Russell Road F & B

Page 1 of 1

Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

1869269

Samon

DATE

TYPE

REASON

AMOUNT

Running Total

Total Due

RR0098

APP 0410

PLAINTIFF
STACIE ALLEN

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****8/28/06 1:00 pm and 8/29/15 12:59 pm**

1459027 Carrie Jo

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
1/2/2007 10:07:27PM	Charge	House Fee	\$30.00	\$30.00
1/4/2007 8:29:45PM	Charge	House Fee	\$30.00	\$60.00
1/4/2007 8:30:40PM	Payment		\$-30.00	\$30.00
5/4/2007 11:28:55PM	Charge	House Fee	\$50.00	\$80.00
8/28/2007 8:41:54PM	Charge	House Fee	\$30.00	\$110.00
11/8/2007 6:11:21PM	Charge	House Fee	\$60.00	\$170.00
11/8/2007 6:11:26PM	Payment		\$-10.00	\$160.00
11/9/2007 7:58:00PM	Charge	House Fee	\$60.00	\$220.00
11/9/2007 7:58:27PM	Payment		\$-40.00	\$180.00
11/9/2007 7:58:27PM	Payment		\$-20.00	\$160.00
11/9/2007 11:36:27PM	Adjustment	locals party	\$-50.00	\$110.00
11/23/2007 8:27:48PM	Charge	House Fee	\$60.00	\$170.00
11/23/2007 8:28:31PM	Payment		\$-50.00	\$120.00
11/23/2007 8:28:31PM	Payment		\$-10.00	\$110.00
12/8/2007 6:28:49PM	Charge	House Fee	\$60.00	\$170.00
12/8/2007 6:28:59PM	Payment		\$-10.00	\$160.00
12/8/2007 6:28:59PM	Payment		\$-50.00	\$110.00
12/15/2007 8:37:50PM	Charge	House Fee	\$60.00	\$170.00
12/15/2007 8:39:10PM	Adjustment	migule	\$-40.00	\$130.00
12/15/2007 8:39:30PM	Payment		\$-10.00	\$120.00
12/15/2007 8:39:30PM	Payment		\$-10.00	\$110.00
12/15/2007 8:40:11PM	Adjustment	migule	\$-110.00	\$0.00
12/21/2007 9:50:36PM	Charge	House Fee	\$60.00	\$60.00
12/21/2007 9:50:42PM	Payment		\$-60.00	\$0.00
1/3/2008 8:29:33PM	Charge	House Fee	\$60.00	\$60.00
1/3/2008 8:29:38PM	Payment		\$-20.00	\$40.00
1/4/2008 9:01:36PM	Charge	House Fee	\$60.00	\$100.00
1/4/2008 9:01:46PM	Payment		\$-20.00	\$80.00
1/6/2008 6:43:21PM	Charge	House Fee	\$40.00	\$120.00
1/6/2008 6:43:26PM	Payment		\$-20.00	\$100.00
1/7/2008 11:29:12PM	Charge	House Fee	\$40.00	\$140.00
1/8/2008 2:18:22AM	Payment		\$-20.00	\$120.00
6/6/2008 10:05:39PM	Charge	House Fee	\$60.00	\$180.00
6/6/2008 10:05:44PM	Payment		\$-20.00	\$160.00
6/6/2008 10:05:44PM	Payment		\$-40.00	\$120.00

RR0085

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

8/28/06 1:00 pm and 8/29/15 12:59 pm

1459027 Carrie Jo

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
6/11/2008 9:38:25PM	Charge	House Fee	\$60.00	\$180.00
6/11/2008 9:38:34PM	Payment		\$-20.00	\$160.00
6/11/2008 9:38:34PM	Payment		\$-40.00	\$120.00
6/12/2008 3:00:31AM	Adjustment	clear out fees	\$-120.00	\$0.00
6/25/2008 12:54:29AM	Charge	House Fee	\$60.00	\$60.00
6/25/2008 3:52:38AM	Payment		\$-60.00	\$0.00
6/25/2008 9:19:15PM	Charge	House Fee	\$60.00	\$60.00
6/25/2008 9:19:20PM	Payment		\$-60.00	\$0.00
10/1/2008 9:13:23PM	Charge	House Fee	\$40.00	\$40.00
10/1/2008 9:14:39PM	Payment		\$-40.00	\$0.00
6/9/2009 9:54:12PM	Charge	House Fee	\$50.00	\$50.00
6/9/2009 11:42:52PM	Adjustment	1st night comp	\$-50.00	\$0.00
6/13/2009 1:19:08AM	Charge	House Fee	\$50.00	\$50.00
6/13/2009 1:19:43AM	Payment		\$-50.00	\$0.00
6/13/2009 9:18:39PM	Charge	House Fee	\$50.00	\$50.00
6/13/2009 9:18:54PM	Payment		\$-50.00	\$0.00
6/19/2009 9:29:04PM	Charge	House Fee	\$50.00	\$50.00
6/19/2009 9:29:09PM	Payment		\$-50.00	\$0.00
6/19/2009 9:29:39PM	Charge	Off Stage Fee	\$40.00	\$40.00
6/20/2009 1:56:19AM	Payment		\$-40.00	\$0.00
6/20/2009 9:26:22PM	Charge	House Fee	\$50.00	\$50.00
6/20/2009 9:26:29PM	Payment		\$-50.00	\$0.00
6/21/2009 12:11:54AM	Charge	Off Stage Fee	\$40.00	\$40.00
6/21/2009 12:12:04AM	Payment		\$-40.00	\$0.00
1/29/2011 8:44:35PM	Charge	House Fee	\$50.00	\$50.00
1/29/2011 8:45:00PM	Charge	Off Stage Fee	\$40.00	\$90.00
1/29/2011 8:45:08PM	Payment		\$-50.00	\$40.00
1/29/2011 8:45:08PM	Payment		\$-40.00	\$0.00
4/12/2011 10:37:47PM	Charge	Off Stage Fee	\$40.00	\$40.00
4/12/2011 10:37:54PM	Payment		\$-40.00	\$0.00
5/27/2011 10:32:12PM	Charge	House Fee	\$70.00	\$70.00
5/27/2011 10:32:23PM	Payment		\$-50.00	\$20.00
5/28/2011 5:00:59AM	Payment		\$-20.00	\$0.00
5/28/2011 10:50:40PM	Charge	House Fee	\$35.00	\$35.00
5/28/2011 10:50:47PM	Payment		\$-35.00	\$0.00

RR0086

8/29/2015

Russell Road F & B

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Entertainer Charge Summary**Between****~~8/28/06~~ 1:00 pm and ~~8/29/15~~ 12:59 pm**

1459027 Carrie Jo

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
6/3/2011 10:52:35PM	Charge	House Fee	\$70.00	\$70.00
6/3/2011 10:52:44PM	Payment		\$-70.00	\$0.00
6/11/2011 9:44:29PM	Charge	House Fee	\$35.00	\$35.00
6/11/2011 9:44:50PM	Payment		\$-35.00	\$0.00
6/25/2011 9:20:37PM	Charge	House Fee	\$35.00	\$35.00
6/25/2011 9:21:19PM	Payment		\$-35.00	\$0.00
7/9/2011 9:36:51PM	Charge	House Fee	\$35.00	\$35.00
7/9/2011 11:28:46PM	Payment		\$-35.00	\$0.00
		Total Due	\$0.00	

RR0087

APP 0414

8/29/2015

Russell Road F & B

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Dance Dollar Report

For

Stacie Allen (1459027) - Carrie Jo

2005	Amount
	\$6,120.00
2007	Amount
	\$1,296.00
2008	Amount
	\$1,800.00
2011	Amount
	\$3,672.00
Grand Totals:	
	\$12,888.00

RR0088

APP 0415

PLAINTIFF
MICHAELA DIVINE AKA MOORE

Entertainer Charge Summary

1860311 Zoey

DATE	TYPE	REASON	AMOUNT	Running Total
7/28/2011 1:08:56AM	Charge	Off Stage Fee	\$40.00	\$40.00
7/28/2011 1:09:04AM	Payment		\$-40.00	\$0.00
7/30/2011 2:01:41AM	Charge	House Fee	\$35.00	\$35.00
7/30/2011 2:01:49AM	Payment		\$-35.00	\$0.00
8/13/2011 2:03:12AM	Charge	House Fee	\$35.00	\$35.00
8/13/2011 2:03:28AM	Charge	Off Stage Fee	\$40.00	\$75.00
8/13/2011 2:03:35AM	Payment		\$-35.00	\$40.00
8/13/2011 2:03:35AM	Payment		\$-40.00	\$0.00
8/28/2011 2:12:07AM	Charge	House Fee	\$35.00	\$35.00
8/28/2011 2:12:16AM	Payment		\$-35.00	\$0.00
9/4/2011 12:49:19AM	Charge	House Fee	\$70.00	\$70.00
9/4/2011 12:49:30AM	Charge	Off Stage Fee	\$40.00	\$110.00
9/4/2011 12:49:46AM	Payment		\$-70.00	\$40.00
9/4/2011 12:49:46AM	Payment		\$-5.00	\$35.00
9/4/2011 11:05:19AM	Adjustment	Misring	\$-35.00	\$0.00
9/14/2011 12:36:33AM	Charge	House Fee	\$35.00	\$35.00
9/14/2011 3:20:08AM	Payment		\$-35.00	\$0.00
9/29/2011 10:36:20PM	Charge	House Fee	\$35.00	\$35.00
9/29/2011 10:36:30PM	Payment		\$-35.00	\$0.00
10/2/2011 10:35:26PM	Charge	House Fee	\$35.00	\$35.00
10/2/2011 10:36:02PM	Payment		\$-35.00	\$0.00
10/5/2011 1:08:17AM	Charge	House Fee	\$35.00	\$35.00
10/5/2011 1:08:45AM	Payment		\$-35.00	\$0.00
10/7/2011 1:16:02AM	Charge	House Fee	\$35.00	\$35.00
10/7/2011 1:16:26AM	Payment		\$-35.00	\$0.00
10/9/2011 2:15:22AM	Charge	House Fee	\$35.00	\$35.00
10/9/2011 2:15:31AM	Payment		\$-35.00	\$0.00
10/17/2011 10:37:11PM	Charge	House Fee	\$35.00	\$35.00
10/17/2011 10:42:43PM	Payment		\$-35.00	\$0.00
10/19/2011 11:48:27PM	Charge	House Fee	\$35.00	\$35.00
10/19/2011 11:48:52PM	Payment		\$-35.00	\$0.00
10/29/2011 3:09:43AM	Charge	House Fee	\$35.00	\$35.00
10/29/2011 3:10:11AM	Charge	NSF	\$35.00	\$70.00
10/29/2011 3:10:18AM	Payment		\$-35.00	\$35.00

RR0604

6/24/2016

CH3LV

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Entertainer Charge Summary

1860311 Zoey

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
10/29/2011 3:10:18AM	Payment		\$-35.00	\$0.00
10/31/2011 12:05:19AM	Charge	House Fee	\$35.00	\$35.00
10/31/2011 12:05:57AM	Adjustment	nsf	\$-35.00	\$0.00
11/2/2011 1:21:41AM	Charge	House Fee	\$35.00	\$35.00
11/2/2011 1:22:01AM	Payment		\$-35.00	\$0.00
11/5/2011 1:20:04AM	Charge	House Fee	\$70.00	\$70.00
11/5/2011 1:21:31AM	Payment		\$-70.00	\$0.00
		Total Due	\$0.00	

RR0605

APP 0418