

**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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Nevada

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**JOINT APPENDIX – VOLUME V**

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# EXHIBIT 7

**In The Matter Of:**  
*FRANKLIN V.*  
*RUSSELL FOOD & BEVERAGE*

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*KARINA STRELKOVA*  
*January 9, 2017*

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Min-U-Script® with Word Index

**Lawyer**  
**Solutions Group**

IN THE DISTRICT COURT

CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN; et  
al,

Plaintiff,

vs.

RUSSELL ROAD FOOD AND  
BEVERAGE, LLC; et al.,

Defendants.

Case No. A-14-709372-C

DEPOSITION OF KARINA STRELKOVA

Las Vegas, Nevada

Monday, January 9, 2017

Reported by:  
CHRISTY I. ADLER  
CCR No. 683

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1                   IN THE DISTRICT COURT

2                   CLARK COUNTY, NEVADA

3       JACQUELINE FRANKLIN; et       )  
4       al,                               )

5                   Plaintiff,       )

6       vs.                               )

7       RUSSELL ROAD FOOD AND       )  
8       BEVERAGE, LLC; et al.,       )

9                   Defendants.       )

Case No. A-14-709372-C

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13               Deposition of KARINA STRELKOVA, Volume 1,  
14       taken on behalf of Defendants, at 630 South Fourth  
15       Street, Las Vegas, Nevada, beginning at  
16       1:33 p.m. and ending at 3:45 p.m. on Monday,  
17       January 9, 2017, before CHRISTY I. ADLER,  
18       Certified Court Reporter No. 683

1 Q. Any other sources of income in 2013?

2 A. No.

3 Q. What about in 2014?

4 A. The VIP host.

5 Q. You started doing the VIP host -- I'm  
6 sorry. You said you last performed at Crazy Horse in  
7 January 2014, correct?

8 A. Yes.

9 Q. After January 2014 is when you started  
10 the VIP host?

11 A. I've been doing it the whole time I've  
12 been in Vegas, but I just took it on to a whole other  
13 level. I took it on full time.

14 Q. Did you get income from being a VIP host  
15 in 2013?

16 A. I don't remember.

17 Q. What about 2012?

18 A. I don't remember.

19 Q. Do you think you would have records about  
20 that?

21 A. I don't know.

22 Q. How did you get into being a VIP host?

23 A. Just the word of mouth. People would  
24 come to Vegas. They need to be set up. I'm  
25 competent, so I just kind of figured as a source of



1 A. Correct.

2 Q. Okay. And is that separate from money  
3 paid for entertainment?

4 A. Yes.

5 Q. We'll come back to that. When you were  
6 performing at Crazy Horse, did you perform at any  
7 other clubs?

8 A. No.

9 Q. Do you know if you could have?

10 A. Never asked.

11 Q. Okay. Is there any reason why you  
12 didn't?

13 A. No. I'm loyal to my clubs. When I work  
14 a certain club, I stay there and there only.

15 Q. Okay. Why is that?

16 A. It's just the way I am.

17 Q. Is it easier to build a customer base for  
18 yourself if you stay at one?

19 A. I never built a customer base.

20 Q. Why is that?

21 A. I didn't need to.

22 Q. How come?

23 A. I make good money on a daily basis. I  
24 didn't need repeating customers.

25 Q. I'm sorry. You said paying customers?

1 A. Repeating customers.

2 Q. Did you have any regular customers?

3 A. I don't think so.

4 Q. After you started performing at Crazy  
5 Horse, were you assigned certain hours that you were  
6 supposed to be in the club?

7 A. You have to work a minimum of six hours.

8 Q. Who told you that?

9 A. The manager.

10 Q. Do you recall which manager?

11 A. No. I think it was during the hiring  
12 process.

13 Q. Okay.

14 A. So it might have been Justin, if that was  
15 Justin.

16 Q. Were you told certain days of the week to  
17 be in the club?

18 A. No.

19 Q. Did the club require you to work a  
20 minimum number of shifts?

21 A. No.

22 Q. Were you assigned a specific shift?

23 A. No.

24 Q. You could go in whenever you wanted?

25 A. Correct.

1           A.     Throughout the night obviously it would  
2     be multiple hosts.

3           Q.     Okay. Was that a requirement of the club  
4     that you tip a host 30 percent?

5           A.     That's what you should do.

6           Q.     But was --

7           A.     It's expected of you.

8           Q.     But it wasn't a rule of the club?

9           A.     It wasn't a requirement.

10          Q.     Okay. Could you have tipped less than  
11     30 percent?

12          A.     Yes.

13          Q.     You just felt 30 percent was the correct  
14     amount for you personally?

15          A.     To me this is a business. So I came up  
16     to them, I said most girls tip 20 percent or less. I  
17     specifically told them, "I tip you 30 percent. Make  
18     sure put my all the best clientele."

19                 So I didn't have much of a problem  
20     working. So they hooked me up.

21          Q.     Okay. That makes sense.

22          A.     That's the difference between me and all  
23     the other girls. I tip 30 percent.

24          Q.     Okay. You were pretty much free to  
25     determine that in order to make sure that you had a

1 steady stream of clients; is that correct?

2 A. Okay.

3 Q. Did you have a certain goal each time  
4 that you started a shift?

5 A. No.

6 Q. Was there a certain time that you're  
7 supposed to check in by if you were going to show up  
8 for a shift?

9 A. No.

10 Q. You could just come in whenever?

11 A. Correct.

12 Q. Was anyone monitoring what time you  
13 decided to come in for a shift?

14 A. No.

15 Q. Would you ever try to reach a certain  
16 dollar amount per evening you worked?

17 A. I never thought about it. I would just  
18 make money.

19 Q. Okay. What about certain number of  
20 customers that you wanted to approach?

21 A. No.

22 Q. Was there a requirement by the club as to  
23 how long you could spend talking with a customer?

24 A. No.

25 Q. No minimum amount that you had to spend

1 with a customer?

2 A. No.

3 Q. Any maximum amount?

4 A. No.

5 Q. If you were just sitting there talking  
6 with a client, would that be okay?

7 A. Yes.

8 Q. Did you select which days of the week you  
9 would perform?

10 A. No.

11 Q. Was that selected for you?

12 A. No.

13 Q. How was that selected?

14 A. I wake up, I feel like going to work, I  
15 go to work.

16 Q. You would decide whether or not you felt  
17 like going to work on a particular day? Okay. Did  
18 you prefer any certain days of the week?

19 A. Obviously weekends.

20 Q. Would you do any research as to Las Vegas  
21 events that might make clubs busier?

22 A. No.

23 Q. Any reason for that?

24 A. It was word of mouth. You hear it.

25 Everybody will tell you it's CES or whatever,

1 concrete convention or cowboys were in town, you kind  
2 of would hear it in the club.

3 Q. CES is a busy time in Vegas generally.

4 Do you know if having a Nevada business  
5 license was a requirement to be a dancer?

6 A. Yes.

7 Q. What about the Sheriff's Card?

8 A. Yes.

9 Q. Any other licenses required there?

10 A. No.

11 Q. Did you have those prior to going in to  
12 Crazy Horse?

13 A. Yes.

14 Q. Okay. During 2012 through 2014, did you  
15 have any other business licenses in other states?

16 A. No.

17 Q. Any certifications in other states such  
18 as a Sheriff's Card?

19 A. No.

20 Q. Do you know if you earned income in any  
21 other states in 2012?

22 A. No.

23 Q. What about 2013?

24 A. No.

25 Q. What about January 2014?

1 A. No.

2 Q. Okay. I'm not sure you said. Did you  
3 report all of your income from Crazy Horse in 2012 to  
4 the IRS?

5 A. I did my taxes in 2012.

6 Q. What about in 2013?

7 A. I did my taxes every year.

8 Q. Okay. Would you take business  
9 write-offs?

10 A. Yes.

11 Q. What type of things would you use as a  
12 business write-off?

13 A. Clothing, accessories, hair, color, cuts  
14 or hairpieces, makeup, shoes, little pouches to keep  
15 my money in, food and alcohol.

16 Q. What about house fees?

17 A. House fees.

18 Q. Anything else? Vehicle?

19 A. Yes. I owned a car, correct.

20 Q. So I have clothing, accessories,  
21 hairstyling or pieces, makeup, shoes?

22 A. Nails.

23 Q. Okay. Food and beverage, house fees, and  
24 then vehicle mileage?

25 A. Correct.

1 Q. Do you know about how much you would  
2 write off for clothing?

3 A. I don't know.

4 Q. What about accessories?

5 A. I don't know.

6 Q. Do you have an estimation for any of  
7 these categories?

8 A. I don't remember.

9 Q. And you don't know the overall income you  
10 reported for 2012?

11 A. No.

12 Q. Or 2013?

13 A. No.

14 Q. Do you have an estimate how much overall  
15 you made while performing at Crazy Horse?

16 A. No.

17 Q. What about an estimate in how much money  
18 you gave as tips while at Crazy Horse to individuals  
19 at Crazy Horse?

20 A. No. A lot. I don't know.

21 Q. Okay. Do you have an average as to how  
22 much you would spend per month on clothes?

23 A. No.

24 Q. What about hair and makeup?

25 A. About 400.



1 Q. Hair and nails or just makeup? What  
2 would the difference be?

3 A. Nails and hair always the same amount.  
4 Makeup can vary.

5 Q. Okay. All right. So how much just on  
6 nails?

7 A. 150.

8 Q. Per month?

9 A. Per month.

10 Q. What about hair?

11 A. 180.

12 Q. Would you hire someone to do your nails?

13 A. I go to a salon.

14 Q. What about your hair?

15 A. I go to a salon.

16 Q. Did you ever hire anyone to help you  
17 style your hair for a shift?

18 A. At Crazy Horse III?

19 Q. Yes.

20 A. I don't remember.

21 Q. What about generally for VIP hosting?

22 A. I don't understand the question.

23 Q. Let me think of how to phrase this.

24 When you do the VIP hosting, do you  
25 actually meet with the people that contact you about

1 showed up.

2 Q. Okay. So you didn't have to wear  
3 anything special for them?

4 A. No.

5 Q. Are you aware if Crazy Horse did any  
6 promotional events off the club premises?

7 A. I don't think so.

8 Q. Okay. So you wouldn't have gone on any?

9 A. No.

10 Q. Okay. Fair enough. When you started a  
11 shift, what kinds of supplies, if any, would you  
12 bring with you?

13 A. Clothes, shoes, makeup, hair stuff.

14 Q. Was that pretty standard?

15 A. Yeah. Extra outfits just in case I  
16 didn't feel like wearing the first one.

17 Q. At Crazy Horse, how would you select what  
18 outfit you were going wear for an evening?

19 A. Depending on my mood.

20 Q. Where there requirements at Crazy Horse  
21 had on your outfit?

22 A. Nothing that I know of. We just kind of  
23 wore what everybody else wore.

24 Q. You didn't have to get your outfit  
25 approved by anybody?

1 A. No.

2 Q. What about your hair and makeup approved  
3 by anyone at Crazy Horse?

4 A. No.

5 Q. No?

6 A. No.

7 Q. Did you have any signature outfit or  
8 signature accessory that you used?

9 A. Yes.

10 Q. What was that?

11 A. I had a Swavorski earrings I would wear  
12 every single night of my work.

13 Q. Okay. Same pair?

14 A. Same pair.

15 Q. I am impressed you never lost one.

16 A. I'm actually surprised. I don't remember  
17 where they are now. I don't know.

18 Q. Other than that, any signature hairdo or  
19 anything like that?

20 A. No. I would switch up.

21 Q. Did you have a stage name?

22 A. Yes.

23 Q. What was that?

24 A. Victory Jones.

25 Q. How did you decide on that name?

1 club. I don't know the difference.

2 Q. What about solicitation?

3 A. That is a law I know.

4 Q. Okay.

5 A. Yes, I'm aware of that one.

6 Q. Okay. Would you say that you were  
7 responsible to abide by that law?

8 A. Correct.

9 Q. Okay. Were you ever cited for  
10 solicitation?

11 A. No.

12 Q. What about prior to Crazy Horse?

13 A. Never.

14 Q. Never outside of clubs?

15 A. Never.

16 Q. Okay. Did you ever perform on stage?

17 A. Yes.

18 Q. And would you do any certain style of  
19 dance up there?

20 A. I'm not a professional pole dancer, so  
21 no.

22 Q. Would you use a pole?

23 A. Just walk around it.

24 Q. Okay. Did anyone at the club instruct  
25 you on a specific way you needed to dance on stage?

1 A. No.

2 Q. Would you say that you had a signature  
3 style of dancing?

4 A. Of course.

5 Q. What would you say that was?

6 A. I'm sensual. I don't know how to explain  
7 that. Very erotic. I don't know.

8 Q. Okay. Would you dance with certain type  
9 of music?

10 A. I like more hip-hop, definitely not  
11 country or rock. Didn't like any of that.

12 Q. Okay. Would you request hip-hop be  
13 played?

14 A. I would request, yes.

15 Q. Were there any songs that you  
16 specifically requested?

17 A. Well, I don't remember. I don't  
18 remember.

19 Q. Could you request songs?

20 A. Yes, I could request songs.

21 Q. How would you go about doing that?

22 A. I would go to the DJ and ask him if he  
23 could play my song.

24 Q. Okay. Simple enough. I didn't know if  
25 you have to fill out a special form or anything like

1 Q. Okay. Would you ever buy them drinks?  
2 A. No.  
3 Q. Okay. Would they provide you with  
4 drinks?  
5 A. If they didn't, I wouldn't talk to them.  
6 Q. So did you drink alcohol on shift then?  
7 A. Yes.  
8 Q. Okay. All right. So if someone didn't  
9 want to purchase you a drink, what would you do?  
10 A. I'm, "Okay, thanks. I'll buy my own."  
11 Q. What if they said, "Okay, sure"?  
12 A. Then I had a drink.  
13 Q. Okay. And then what would happen?  
14 A. I would talk to them.  
15 Q. Okay.  
16 A. While I had my drink.  
17 Q. Would you ever then ask them about lap  
18 dance?  
19 A. They would ask me for a lap dance.  
20 Q. Okay.  
21 A. There's been times where I would say it.  
22 Q. Okay. So how would that work? Can you  
23 describe to me your typical interaction?  
24 A. I mean, it's based on the client. It's  
25 varied every single person. I didn't have a written

1 Q. If someone just accepted the \$20 price  
2 for the lap dance, who would they pay?

3 A. Pay me.

4 Q. Directly?

5 A. Directly.

6 Q. Would you then report that to anyone at  
7 Crazy Horse?

8 A. No.

9 Q. Did you ever you have to get the \$20  
10 before you started the dance or at the end of it?

11 A. I believe that you're required to collect  
12 the money before the dance. I don't remember which  
13 club told me that rule. But that kind of stuck with  
14 me.

15 But I never did it. I would get it after  
16 unless I felt that the customer wasn't going to give  
17 me \$20. So I want it upfront, just in case because I  
18 would have a feeling, you know.

19 Q. Okay.

20 A. Sometimes I would take it upfront  
21 depending on the customer.

22 Q. You're not sure if Crazy Horse actually  
23 had a rule about when you're supposed to collect?

24 A. I'm not sure what I signed in that  
25 contract, no.

1           A.    I always did myself as well.  I would  
2 also get them more tips.

3           Q.    Okay.  Aside from solicitation, were  
4 there other requirements on time you spent in the VIP  
5 room?

6           A.    The requirements are the time that you  
7 came in there for.

8           Q.    Okay.

9           A.    If it's 30 minutes finish, then you have  
10 to be there for 30 minutes.

11          Q.    Would you have to be dancing the entire  
12 time?

13          A.    Based on the customer.  It depends on the  
14 customer.

15          Q.    If someone just wanted to talk for 30  
16 minutes, they could do that?

17          A.    Correct.

18          Q.    Okay.  After leaving the VIP area, were  
19 there other interactions you were supposed to have  
20 with the customer?

21          A.    No.

22          Q.    You would hang out with one customer all  
23 night if you wanted to?

24          A.    Yes.

25          Q.    If you just wanted to dance on stage and



1 not give any lap dances, would you be able to do  
2 that?

3 A. Yes.

4 Q. What about if you didn't want to give any  
5 main floor lap dances and only wanted to give lap  
6 dances in the VIP area, could you do that?

7 A. Yes.

8 Q. Did Crazy Horse have any requirements on  
9 where you were supposed to position yourself in the  
10 club?

11 A. Rephrase the question.

12 Q. Just on shift, did they assign you to an  
13 area to stay on?

14 A. No.

15 Q. Any requirements on how much you were  
16 supposed to be walking around and talking to people?

17 A. No.

18 Q. I'm sorry?

19 A. No.

20 Q. Okay. Let's pause for a couple minutes.

21 (Recess.)

22 BY MS. SMITH:

23 Q. All right. Miss Strelkova, we're back on  
24 the record. The oath you took this morning is still  
25 in effect going forward, all right?

1 service, could you approach them?

2 A. Of course.

3 Q. What about if you wanted to take a break,  
4 what procedure would you have to follow?

5 A. Rephrase.

6 Q. When you wanted to take a break, what  
7 would you do?

8 A. From what?

9 Q. Performing?

10 A. If I'm in a VIP room, I can't take a  
11 break. That's what -- rephrase it.

12 Q. Okay. Generally if you're walking around  
13 on the main floor and you don't feel like walking  
14 around anymore?

15 A. Okay. Any time, I can take a break any  
16 time.

17 Q. Would you need to check in with someone  
18 and let them know you were taking a break?

19 A. No.

20 Q. What about the number of breaks, is there  
21 a restriction on the number of breaks you could take  
22 throughout the evening?

23 A. No.

24 Q. What about the length of your breaks?

25 A. No.

1 dances you might give in a shift?

2 A. No.

3 Q. Did you ever pay a fee to go off stage?

4 A. There is a fee to be off stage. I never

5 paid it.

6 Q. Okay.

7 A. I was always on stage.

8 Q. I'm sorry. You said?

9 A. I was always on stage. I didn't mind

10 doing stage. I was in the rotation.

11 Q. Okay. Why didn't you mind doing stage?

12 A. I liked dancing on stage.

13 Q. Okay. When you were on stage, could you

14 accept money?

15 A. Yes.

16 Q. Okay. Did you have to report to someone

17 how much money you obtained when you were on stage?

18 A. No.

19 Q. How about at the end of shift, did you

20 have to tell someone how much money you made on

21 stage?

22 A. No.

23 Q. During the time you were dancing at Crazy

24 Horse, if people asked what you did for a living,

25 what would you tell them?

1 BY MS. SMITH:

2 Q. You don't know?

3 A. No, you can't refuse them.

4 Q. Who said you can't refuse dance dollars?

5 A. I mean, the thing is with dance dollars,  
6 don't I want to get paid? How could I refuse them?  
7 Restate the question.

8 Q. If you had said to a customer, "I only  
9 want cash, I will not accept dance dollars," could  
10 you have done that?

11 A. But I would lose the money, lose the  
12 customer.

13 Q. But you could have refused them?

14 MS. CALVERT: Objection. Asked and  
15 answered.

16 THE WITNESS: Could I have refused them?  
17 Yes, I could refuse them.

18 BY MS. SMITH:

19 Q. Did you ever recall complaining about  
20 tipping in the club?

21 A. To myself.

22 Q. Okay. But I think you already testified  
23 that it wasn't mandatory?

24 MS. CALVERT: Objection. Misstates prior  
25 testimony.

1 THE WITNESS: What do you mean?

2 BY MS. SMITH:

3 Q. Tipping wasn't a required mandatory rule?

4 MS. CALVERT: Objection. Asked and  
5 answered.

6 THE WITNESS: I don't understand. Was it  
7 written down? Was it in the contract? What are you  
8 asking me?

9 BY MS. SMITH:

10 Q. Any of the above. Did you understand it  
11 was a required rule that you could get in trouble  
12 for?

13 A. I can't get in trouble for not tipping,  
14 no, but it would make my job harder.

15 Q. Do you think you were a good entertainer?

16 A. Yes.

17 Q. Do you think you were better than the  
18 average?

19 A. Yes.

20 Q. Why is that?

21 A. I'm very good with customers. I have  
22 social skills. I work in customer service. You kind  
23 of have to.

24 Q. Do you think anyone could be a good  
25 entertainer?

1 shouldn't have a schedule and you shouldn't have to  
2 have to come in for six hours minimum. And I just  
3 want things to change, be different.

4 Q. Okay.

5 A. To be more fair.

6 Q. You said you haven't been a part of any  
7 other lawsuits in Nevada?

8 A. No.

9 Q. Did you receive any settlement money from  
10 payouts from any other lawsuits?

11 A. No.

12 Q. Do you know if you're a part of any other  
13 classes or proposed classes of individuals here in  
14 Nevada?

15 A. What do you mean?

16 Q. Are you aware of any other litigation  
17 that would apply to you as a dancer in Nevada?

18 A. No.

19 Q. I'm going to back up a little bit. So if  
20 didn't want to perform for six hours and you wanted  
21 to leave before then, what would happen?

22 A. Nothing. I pretty much leave any time I  
23 want.

24 Q. Would you have to check out with anybody?

25 A. I would still have to check out with the

1 and it came out that way. That's incorrect.

2 Q. Okay. Your original answer also states:  
3 "Plaintiff would end the shift with a minimum  
4 required hours from clock-in had passed."

5 Why did you change that?

6 A. Because that's what we are required to  
7 do. We're supposed to work a six-hour minimum. But  
8 I would end the shift at any time because I was able  
9 to do that. I was allowed to leave after three hours  
10 if I wanted to.

11 Q. So did you not have a required six hour  
12 minimum?

13 A. Not in particular, no. It didn't apply  
14 to me.

15 Q. Okay. So you could perform for however  
16 long you wanted?

17 A. Exactly.

18 Q. So you didn't have even like a one hour  
19 requirement?

20 A. No.

21 Q. Okay. So your amended answer states:  
22 "Plaintiff would end a shift when there was no money  
23 to be made."

24 Was that just one when there weren't any  
25 customers?

1           A.     If I worked late enough where all the  
2 customers that potentially could spend money on me  
3 would be gone, then I would leave.

4           Q.     Okay. So whether or not that was after  
5 two hours or 10 hours, you would make that choice  
6 then?

7           A.     Exactly.

8           Q.     Did anyone try to make you ever stay  
9 longer than 12 hours?

10          A.     Nobody made me do anything.

11          Q.     Okay. I think those are all the  
12 questions I have for you.

13                               EXAMINATION

14 BY MS. CALVERT:

15          Q.     I just have two quick followups. It may  
16 be I misheard some answers.

17                Do you know if a customer can use dance  
18 dollars to purchase alcohol?

19          A.     No, they can't.

20          Q.     Is there a second entrance in the back  
21 for VIP customers?

22          A.     Yes, there's a back entrance.

23          Q.     How did that work?

24          A.     When clients that have more money would  
25 know about the VIP entrances, like any other club,



## 1           C E R T I F I C A T E       O F       R E P O R T E R

2  
3       STATE OF NEVADA )

4                       SS:

5  
6       COUNTY OF CLARK )7           I, Christy I. Adler, a Certified Court Reporter  
8       licensed by the State of Nevada, do hereby certify:  
9       That I reported the deposition of Karina Strelkova,  
10      commencing on Monday, January 9, 2017.11           That prior to being deposed, the witness was duly  
12      sworn by me to testify to the truth; that I thereafter  
13      transcribed my said stenographic notes into written  
14      form; that the typewritten transcript is a complete,  
15      true, and accurate transcription of my said stenographic  
16      notes; and that review of the transcript was requested.17           I further certify that I am not a relative,  
18      employee, or independent contractor of counsel or of any  
19      of the parties involved in the proceeding, nor a person  
20      financially interested in the proceeding, nor do I have  
21      any other relationship that may reasonably cause my  
22      impartiality to be questioned.23           IN WITNESS WHEREOF, I have set my hand in my  
24      office in the County of Clark, State of Nevada, this  
25      22nd day of January, 2017.26           /s/ Christy Adler  
27      Christy I. Adler, CCR #683

# EXHIBIT 8



## Transcript of the Testimony of

**Jacqueline Franklin**

**Date Taken:** January 10, 2017

**Case:** JACQUELINE FRANKLIN v. RUSSELL ROAD  
FOOD AND BEVERAGE, LLC, et al.

**Case No.:** A-14-709372-C

Las Vegas Reporting  
Phone: 702.509.5001 Fax: 702.974.2242  
Email: [scheduling@lvreporting.com](mailto:scheduling@lvreporting.com)

DISTRICT COURT  
CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN, )  
ASHLEIGH PARK, LILY )  
SHEPARD, STACIE ALLEN, ) CASE NO.: A-14-709372-C  
MICHAELA DIVINE, VERONICA ) DEPT NO.: 31  
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 HORSE III )  
GENTLEMEN'S CLUB), DOE )  
CLUB OWNER, I-X, ROE CLUB )  
OWNER, I-X, and ROE )  
EMPLOYER, I-X, )  
 )  
Defendants. )  
 )  
AND RELATED COUNTERCLAIMS )

DEPOSITION OF JACQUELINE FRANKLIN  
Taken at Moran Brandon Bendavid Moran  
on Tuesday, January 10, 2017  
at 1:30 p.m.  
at 630 South Fourth Street  
Las Vegas, Nevada 89101

Reported by: Trina K. Sanchez, CCR No. 933, RPR

1 performing at Crazy Horse?

2 A. No.

3 Q. Any particular reason?

4 A. I like just doing one at a time.

5 Q. Okay. Do you know if you could have  
6 performed at another club while you were performing  
7 at Crazy Horse?

8 A. I believe that would have been  
9 acceptable. I choose not to.

10 Q. Okay. But no one said that you couldn't?

11 A. Not that I recall.

12 Q. Okay. During the years that you were at  
13 Crazy Horse, did you have any other sources of  
14 income aside from --

15 A. No.

16 Q. Okay. So while you were with Crazy  
17 Horse, did you work with any of the agencies?

18 A. I believe I did party buses.

19 Q. The party buses maybe?

20 A. Occasionally. Yes. I'm sorry about  
21 that.

22 Q. No. It's fine. It's hard to remember  
23 back.

24 A. Yeah. They just come in so rare.

25 Q. Okay.

1 A. I did.

2 Q. Okay. So did you have things that you  
3 brought with you?

4 A. Yes.

5 Q. And do you recall what kinds of things  
6 that you brought with you?

7 A. An outfit and a pair of shoes probably.

8 Q. Okay. What -- is there a particular kind  
9 of outfit you would have worn?

10 A. Probably a two-piece outfit. That's  
11 generally what I wore.

12 Q. Okay. At that time that you started  
13 dancing, were you given any information on days of  
14 the week that you could perform at the club?

15 A. I was told I could work any day I wanted.

16 Q. Okay. What about any times you could  
17 be --

18 A. I was told I could come in any time.

19 Q. Okay. Did anyone tell you there was a  
20 minimum amount of days that you had to perform at  
21 Crazy Horse?

22 A. Only if I wanted to keep a locker.

23 Q. Okay. What -- what were you told in  
24 respect to that?

25 A. If I was issued a locker, I needed to

1 Q. Maybe like a New Year's party or a  
2 Christmas party, something to that affect?

3 A. Well, the club was open 24/7 so if they  
4 were having an event like an anniversary party or a  
5 featured entertainer, it was still the same as  
6 working a normal shift.

7 Q. Okay. All right. So there was no  
8 additional requirement that you come in for, like,  
9 holidays or special occasions that they were  
10 having?

11 A. No.

12 Q. Okay. So you mentioned earlier that you  
13 would typically wear a two-piece outfit?

14 A. Correct.

15 Q. Did Crazy Horse have any requirements on  
16 what kind of outfits you needed to wear while  
17 performing?

18 A. I believe what was in our contract and  
19 what was enforced by the house mom was very vague.  
20 Such as neat, put together, professional. They  
21 were kind of vague words.

22 Q. Okay. Do you remember anything specific?

23 A. No. I was never told that I needed to  
24 change.

25 Q. Okay. Could you have changed if you

1 wanted to during a shift?

2 A. Yes.

3 Q. Okay. What about any requirements on  
4 your hair or makeup?

5 A. Same thing. They would always just tell  
6 us we needed to look neat and presentable and  
7 professional.

8 Q. Okay.

9 A. It was usually at the discretion of the  
10 house moms.

11 Q. Okay. Did you need to check in with or  
12 report to someone about your outfit?

13 A. No.

14 Q. Okay. What about hair and makeup?

15 A. No. But if they didn't like it, they  
16 could tell you to do something about it.

17 Q. Did that ever happen to you?

18 A. Not to me.

19 Q. Okay. Any other rules about what you  
20 could or couldn't wear?

21 A. No.

22 Q. Okay. Did you have a stage name?

23 A. I used my middle name, Sarah.

24 Q. Well, I don't have to ask you how you  
25 came up with that.



1 Q. Okay. If they said yes to a VIP room  
2 dance, then what would occur?

3 A. I would generally give them a tour of the  
4 different rooms that we had to see which one he  
5 wanted.

6 Q. Do you remember any pricing or was there  
7 any pricing?

8 A. Yes. We had three songs for 100. A half  
9 hour, I believe, was 200-plus some drinks. An hour  
10 in the same room was 400-plus some drinks. And  
11 then we had private suites that were, I believe,  
12 500 --

13 Q. Okay.

14 A. -- for the entertainer and then a pretty  
15 substantial bar tab or bottle.

16 Q. Okay. And how was that paid?

17 A. Either cash from the client or if he paid  
18 with a credit card, then we got funny money or  
19 dance dollars.

20 Q. Okay. When the client had cash, was that  
21 paid directly to you?

22 A. Yes.

23 Q. Okay. And then with the dance dollars,  
24 how did that work?

25 A. He paid at the cashier cage, and the

1 BY MS. SMITH:

2 Q. Okay. Did anyone in particular tell you  
3 that?

4 A. It was in our initial packet of  
5 paperwork.

6 Q. Okay. All right. Do you know what would  
7 have occurred if you had asked a customer for more  
8 than \$20 for a lap dance?

9 A. No.

10 Q. What about for more than the dollar  
11 amounts you stated for the VIP areas?

12 A. The host wouldn't allow it.

13 Q. Okay. Okay. Were there any requirements  
14 on the number of lap dances you needed to perform  
15 during a shift?

16 A. No.

17 Q. What about requirements on the number of  
18 individuals Crazy Horse wanted you to approach on a  
19 shift?

20 A. No. There was no number.

21 Q. Okay. Were there any requirements on how  
22 long you could speak with a guest?

23 A. No.

24 Q. Okay. Moves, did you ever dance on the  
25 stage?

1 A. Yes, I did.

2 Q. Do you have any particular style that you  
3 dance on the stage?

4 A. I'm not sure I understand the question.

5 Q. Any particular moves or artistic style  
6 that you used while on stage?

7 A. I did what was comfortable for me.

8 Q. Okay.

9 A. Yes.

10 Q. Were there any rules about how you were  
11 supposed to be performing on stage?

12 A. Not other than the laws.

13 Q. Okay. What did you understand the laws  
14 to be?

15 A. Things like not removing your panties or,  
16 you know, touching your genitals and things like  
17 that while you danced.

18 Q. Okay.

19 A. It was very simple. Just a couple of  
20 things that were laws.

21 Q. Okay. So you mean like State or County  
22 laws?

23 A. Correct.

24 Q. Okay. What about rules or restrictions  
25 regarding lap dances?

1 speculation.

2 THE WITNESS: Yeah. There were VIP hosts  
3 that I guess you could say guarded the bottle  
4 service area, and they would only let certain girls  
5 up. And, again, it was their discretion.

6 BY MS. SMITH:

7 Q. Did you ever go up to those bottle  
8 service areas?

9 A. I would occasionally.

10 Q. Okay. Could you ever hang out by the bar  
11 inside of Crazy Horse?

12 A. Occasionally.

13 Q. Okay. So could you hang out there during  
14 a shift if you wanted?

15 A. You could.

16 Q. Okay. What about breaks? Would you --  
17 how would you decide when you wanted to take a  
18 break?

19 A. You could take a break whenever you  
20 wanted.

21 Q. Okay. Did you have to check out with  
22 someone?

23 A. No.

24 Q. Do you remember any rules about how many  
25 breaks you could take during a shift?

1 A. No.

2 Q. Okay. What about how long a break could  
3 be? Any rules on that?

4 A. No. But if you got called on stage, you  
5 had to go.

6 Q. Okay. Did you ever pay a fee to not  
7 dance on stage?

8 A. Yes.

9 Q. So you mentioned -- I think you called it  
10 "funny money" or "dance dollars" earlier.

11 A. Yes.

12 Q. Do you know if you could refuse to accept  
13 those from a customer?

14 A. I suppose you could.

15 Q. Did you ever?

16 A. No, because then you wouldn't get paid.

17 Q. Okay. Didn't -- you didn't ever ask just  
18 for cash?

19 A. You could ask the customer to go to the  
20 ATM. But if that wasn't an option, then you had no  
21 choice but to take the funny money or not make  
22 money.

23 Q. Okay. They would probably just find  
24 another dancer that would take the dance dollars?

25 A. Right.

1 A. I believe that's it.

2 Q. Okay. When you were on the main floor,  
3 was anyone monitoring what you were doing?

4 A. I don't think so.

5 Q. Okay. Did you ever have to check in with  
6 anyone after you had gotten payment for a lap  
7 dance?

8 A. No.

9 Q. Did you need to report to anyone at Crazy  
10 Horse how much you earned during a shift?

11 A. Not during a whole shift, no.

12 Q. When you say "not during a whole shift,"  
13 was there another time you had to report how much  
14 you earned?

15 A. If a host introduced you to a customer  
16 and you went off with that customer to make money,  
17 they would expect you to report back to them how  
18 much you made off that customer.

19 Q. Do you know why they would want that  
20 information?

21 A. So that they would get their tip out.

22 Q. Okay. Did you ever date anyone that you  
23 met at Crazy Horse?

24 A. No.

25 Q. Did you ever leave the premises with

1 anyone you met at Crazy Horse?

2 A. No.

3 Q. Did you ever date anyone who worked or  
4 performed at Crazy Horse?

5 A. No.

6 Q. What about arranged to meet someone that  
7 you met at Crazy Horse later on after you were done  
8 performing?

9 A. I'm sorry. I don't understand.

10 Q. Did you ever meet any customers, maybe  
11 during a shift, that you then arranged to meet  
12 later on after you would stop performing?

13 A. No.

14 Q. Did you have your own customer base?

15 A. No.

16 Q. Any particular reason why not?

17 A. It's a very tourist-driven town, so we  
18 don't see a lot of the same faces.

19 Q. Okay. Did you have any regulars?

20 A. No.

21 Q. Okay.

22 A. Well, yes, actually. But very, very,  
23 very -- in fact, I can only recall one specific  
24 local guy at the time who was a regular.

25 Q. Okay. Was that person familiar with your

1 A. Yes.

2 Q. Any restrictions on the term that you had  
3 to perform at Crazy Horse?

4 A. As far as how many days or weeks or  
5 months you had to work there? Is that what you're  
6 asking?

7 Q. Yeah.

8 A. No. No requirement. No minimum.

9 Q. Okay. It wasn't that you only had to  
10 dance at Crazy Horse for six months or something  
11 like that?

12 A. No.

13 Q. Okay. How did you learn how to dance?

14 A. You learn as you go.

15 Q. Okay. Is that the same with dancing on  
16 stage?

17 A. Yes.

18 Q. Would you ever practice dancing on stage?

19 A. No. Only during a shift.

20 Q. Okay. Have you had any plastic surgery?

21 A. Yes, I have.

22 Q. What have you had done?

23 A. I've had my breasts done. I've had my  
24 lips and parts of my face injected. I've had  
25 cosmetic veneers. That's it.



1 Q. Did you get any of those things because  
2 you were an adult dancer?

3 A. That probably had a lot to do with it,  
4 yes.

5 Q. Any of those things in particular?

6 A. The breasts, at least.

7 Q. Do you recall how much you paid for that?

8 A. 6,000.

9 Q. Okay. Do you know what year you got that  
10 done?

11 A. 2007.

12 Q. Aside from gentlemen's clubs and the  
13 private parties that you mentioned earlier and the  
14 party buses that you mentioned earlier, any other  
15 places where you could be an adult dancer?

16 A. No. Clubs, bachelor parties, and suites  
17 and party buses. That's it.

18 Q. Okay. What made you choose to dance in  
19 gentlemen's clubs over just doing the private  
20 parties that you do now?

21 A. I guess because it was instant when I  
22 moved out here. The clubs were available 24 hours  
23 a day. It was easier to just go into Spearmint  
24 Rhino and start working right away as opposed to  
25 trying to work my way into an agency, which can

1 promo events?

2 A. Yes.

3 Q. Okay. Would you ever drink alcohol  
4 during your shift?

5 A. No. I don't like alcohol.

6 Q. Okay. Would you sell any alcohol or try  
7 to sell any bottles of alcohol?

8 A. Only in combination of selling a VIP  
9 room.

10 Q. Okay. Did Crazy Horse have any  
11 requirements that you were supposed to sell  
12 bottles?

13 A. No.

14 Q. Just the VIP minimum that you mentioned  
15 earlier, right?

16 A. Correct. If your customer was purchasing  
17 a VIP dance with you, he was also required to  
18 purchase drinks or a bottle.

19 Q. Okay. So that was just sort of tied into  
20 the VIP experience?

21 A. Yes.

22 Q. Okay. Other than that, did Crazy Horse  
23 require you to sell a certain amount of VIP time or  
24 VIP experiences?

25 A. No.

1       supposed to look, I guess, "cute" when we did  
2       promotions.

3             Q.    Okay.  Not rolling out of bed, huh?

4             A.    Right.

5             Q.    Okay.  What made you choose to do  
6       promotional events for Crazy Horse?

7             A.    I was really struggling for money at the  
8       time, so any way I could save money on house fees,  
9       I would usually try to do it.

10            Q.    Okay.  Did you -- sorry.

11                   Do you have an estimate as to how much  
12       you would spend on costumes per month while  
13       performing at Crazy Horse?

14            A.    No.  I didn't really buy a lot of  
15       costumes at the time because I had so many years  
16       worth of outfits I had accumulated by that point.

17            Q.    Okay.  What about expenditures on hair  
18       and makeup?

19            A.    I wouldn't keep track of that stuff.

20            Q.    Okay.  Did you ever hire anyone to help  
21       you with your hair and makeup?

22            A.    No.

23            Q.    Could you have?

24                   MS. CALVERT:  Objection.  Calls for  
25       speculation.

1 THE WITNESS: I believe -- I -- you mean  
2 inside the club or outside the club?

3 BY MS. SMITH:

4 Q. Either or.

5 A. Not inside the club, no. But outside the  
6 club, I guess I would have been free to hire  
7 whoever I wanted to help me.

8 Q. Was there any set individual that you had  
9 to report to during a shift at Crazy Horse?

10 A. The DJ.

11 Q. Was that for your stage sets?

12 A. Yes. When you were ready, you were  
13 supposed to let the DJ know that you were ready and  
14 available to be called on stage.

15 Q. Okay. What made you decide to stop  
16 performing at Crazy Horse?

17 A. I felt like the hosts were rude to me.

18 Q. Any particular host?

19 A. Yes.

20 Q. Do you recall their names?

21 A. Do I have to name?

22 MS. CALVERT: If you remember.

23 THE WITNESS: Yeah. Tommy Van was  
24 especially rude to me.

25 /////

1 A. No.

2 Q. If you had wanted to work every day,  
3 could you have?

4 A. Yes.

5 Q. What about if you did not want to perform  
6 three days in a week?

7 A. That's fine. I just would have had my  
8 locker revoked, from my understanding.

9 Q. Did everyone have a locker?

10 A. No. It was optional.

11 Q. Okay. So you chose to have, what, an  
12 assigned locker there?

13 A. Yes.

14 Q. Did you bring your own lock for that?

15 A. I don't remember.

16 Q. Okay.

17 A. Probably.

18 Q. Otherwise, could you have just chosen to  
19 bring whatever you needed for a shift with you each  
20 shift?

21 A. Right.

22 Q. Okay. So the idea was to probably, what,  
23 leave some cosmetics?

24 A. Outfits and shoes. The shoes were big.

25 Q. Do you have an estimate on how much you

1 would spend on shoes per month?

2 A. Shoes would usually last a couple of  
3 months. They're about 120. I might get three  
4 months out of them.

5 Q. Okay. That's true while you were  
6 performing at Crazy Horse?

7 A. Yes.

8 Q. I'm going to turn your attention to  
9 RR0063. It's page 7 of 11.

10 A. Okay.

11 Q. And, in particular, the entry -- the  
12 first entry that's dated 4/19/2014.

13 Do you see that?

14 A. Yes.

15 Q. It says, "promo minus 375."

16 Do you see that?

17 A. Yes.

18 Q. Do you understand that to be a credit you  
19 were given for a promo?

20 A. I don't remember why I was given that  
21 credit.

22 Q. Do you remember getting that credit?

23 A. Yeah. I remember not having to pay house  
24 fees for a while until it ran out, but I can't  
25 remember why I got it.

1 MS. CALVERT: And just stop there.

2 THE WITNESS: I answered them, I signed  
3 it, and I have not heard anything since then.

4 BY MS. SMITH:

5 Q. So like filled out a questionnaire, not  
6 filled out a response like the responses I'm having  
7 you review right now?

8 A. Right. He asked me questions, he wrote  
9 down my answers, and then I signed the bottom of  
10 it.

11 Q. Okay. All right. And I know I asked you  
12 this earlier, but no receipts or documents in your  
13 possession?

14 A. No.

15 Q. Maybe hidden away in that safe?

16 A. No.

17 Q. Okay. What about expense receipts?

18 A. No. I don't keep those.

19 Q. So you wouldn't keep receipts for clothes  
20 or shoes or anything like that?

21 A. No, because I never filed taxes. I  
22 didn't see a purpose for saving receipts.

23 Q. Okay. So I'm going to direct your  
24 attention to page 11 of 14, your response to  
25 Interrogatory No. 16.

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )  
 ) SS:  
3 COUNTY OF CLARK )

4 I, Trina K. Sanchez, CCR No. 933, RPR  
5 declare that I reported the taking of the  
6 deposition of the witness, JACQUELINE FRANKLIN,  
7 commencing on Tuesday, January 10, 2017, at 1:30  
8 p.m.

9 That prior to being examined, the witness  
10 was by me duly sworn to testify to the truth, the  
11 whole truth, and nothing but the truth;

12 That I thereafter transcribed my said  
13 shorthand notes into typewriting and that the  
14 typewritten transcript of said deposition is a  
15 complete, true, and accurate transcription of said  
16 shorthand notes taken down at said time, and that a  
17 request has not been made to review the transcript.

18 I further declare that I am not a  
19 relative or employee of any party involved in said  
20 action, nor a person financially interested in the  
21 action.

22 IN WITNESS WHEREOF, I have hereunto set  
23 my hand in the County of Clark, State of Nevada,  
24 this 18th day of January, 2017.

25 \_\_\_\_\_  
Trina K. Sanchez, CCR No. 933, RPR



# EXHIBIT 9

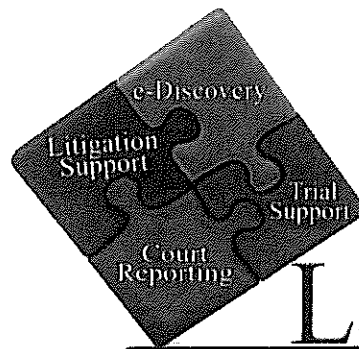
**In The Matter Of:**  
*FRANKLIN v.*  
*RUSSELL ROAD & FOOD BEVERAGE*

---

*ASHLEIGH PARK*  
*January 6, 2017*

---

*Lawyer Solutions Group*  
*321 S. Casino Center Blvd, Suite 180*  
*Las Vegas, Nevada 89101*



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**Solutions Group**

## DISTRICT COURT

CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN, )  
 ASHLEIGH PARK, LILY SHEPHERD, )  
 STACIE ALLEN, MICHAELA )  
 DIVINE, VERONICA VAN WOODSEN, )  
 SAMANTHA JONES, KARINA )  
 STRELKOVA, LASHONDA, STEWART, ) Case No.  
 DANIELLE LAMAR, and DIRUBIN ) A-14-709372  
 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 ) . . .

## DEPOSITION OF ASHLEIGH PARK

Taken on Friday, January 6, 2017

At 1:45 o'clock p.m.

At 630 South Fourth Street

Las Vegas, Nevada

Reported by: Helen M. Zamba, CCR #439

1 (d/b/a CRAZY HORSE III ) . . .  
2 GENTLEMAN'S CLUB), DOE CLUB )  
3 OWNER, I-X, ROE CLUB OWNER, )  
4 I-X, and ROE EMPLOYER, I-X, )  
5 Defendants. )  
6 AND RELATED COUNTERCLAIMS )  
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1 other girls.

2 Q. Okay. And what was the result of your  
3 audition?

4 A. I got the job.

5 Q. Okay. Were you assigned to any specific  
6 shift or a time you could be in the club?

7 A. No. I was told I could work any time.

8 Q. Okay.

9 A. Any day, any time.

10 Q. Sorry. Any day and time?

11 A. Uh-huh.

12 Q. Okay. Did anyone with Crazy Horse tell you  
13 a minimum number of days that you would have to  
14 perform?

15 A. I don't know. I don't remember.

16 Q. Okay. A minimum number of days you would  
17 need to perform in a month?

18 A. I don't believe so, no.

19 Q. Okay. So if you could go into the club  
20 whenever you chose to perform, how would you decide  
21 when to go?

22 A. I basically just would -- whenever I felt  
23 like going in, um, whatever worked with my schedule at  
24 home at the time.

25 Q. Okay. Were there any specific days that you

1 Q. Did you ever ask to leave the premises after  
2 being there for less than six hours and be told no?

3 A. No.

4 Q. Okay. So for those approximately three  
5 times that you can recall being on premises for less  
6 than six hours -- and by being on premises, I mean  
7 being at the club, if that makes sense, did you get  
8 fined?

9 A. No.

10 Q. Okay. Do you know why?

11 A. No.

12 Q. Okay. Did --

13 A. No.

14 Q. Do you recall anyone threatening to fine  
15 you?

16 A. I was told that if I left, I could be  
17 subject to fine and to not be able to come back to the  
18 club.

19 Q. Okay. But you don't recall actually being  
20 fined?

21 A. Correct.

22 Q. Okay. And were you able to return to the  
23 club?

24 A. Yes.

25 Q. Okay. So whenever you would go in to start

1 a shift, what were your goals during that time?

2 MS. CALVERT: Objection as to vague. You  
3 can go ahead and answer.

4 THE WITNESS: To make money.

5 Q. (BY MS. SMITH) Okay. Did you have like a  
6 certain dollar amount that you would aim to achieve  
7 prior to checking out?

8 A. No.

9 Q. How about a number of individuals that you  
10 wanted to talk to?

11 A. No.

12 Q. Okay. Did Crazy Horse require you to speak  
13 to a certain number of individuals per shift?

14 A. Not that I remember, no.

15 Q. How about perform a certain number of lap  
16 dances?

17 A. No.

18 Q. Okay. Did Crazy Horse have any quota for  
19 how many people or parties you could bring to VIP --  
20 or that you should be bringing to VIP?

21 A. No.

22 Q. Did Crazy Horse ever require you to work  
23 more than 40 hours in a week?

24 A. No.

25 Q. Okay. If you had wanted to perform every

1 day, could you have?

2 A. Yes.

3 Q. Okay. Were there weeks that you didn't go  
4 in at all to Crazy Horse?

5 A. Yes.

6 Q. Aside from what you testified to as a  
7 six-hour minimum time, who would decide when you would  
8 leave?

9 A. Ultimately, I would make that decision.  
10 If --

11 Q. Okay.

12 A. If I was there for six hours, then I could  
13 decide when I -- when I would leave.

14 Q. Okay. So after the six hours, what would  
15 your process be for departing the premises?

16 A. Um, I believe I would go get a slip, and  
17 the -- it had to be signed, basically.

18 And you had to be okayed to leave at that  
19 point still by the VIP host and the manager.  
20 Sometimes the house mom, but like she wasn't always  
21 there.

22 Q. Okay.

23 A. And the DJ. Sorry. I forgot.

24 Q. Okay. And then what would happen?

25 A. Um, I would get my signatures, go -- and I



1 advertise Crazy Horse?

2 A. No.

3 Q. When you would go in to perform on a  
4 shift -- and again, this is for Crazy Horse --

5 A. Right.

6 Q. -- what types of supplies would you need?

7 A. My clothes, my shoes. Uh, makeup, hair  
8 straightener, curling iron.

9 Q. Do you recall any requirements on outfits  
10 that you could wear to perform?

11 A. Yes.

12 Q. And what were those?

13 A. You had to wear three undergarments, like a  
14 bottom piece and then a middle and then something on  
15 top.

16 Um, that's what -- that's what I distinctly  
17 remember.

18 Q. Okay. So when you say three undergarments,  
19 can you be a little bit more specific?

20 A. What I was told was I had to wear like a  
21 thong --

22 Q. Okay.

23 A. -- three -- three -- two pair of underwear  
24 and then whatever I was wearing on top, whether that  
25 be a skirt or one piece. It just depended on what I

1 Q. Okay. Other than the three pieces that you  
2 just referenced --

3 A. Uh-huh.

4 Q. -- and the lace requirement -- or I should  
5 say ban --

6 MS. CALVERT: Yes.

7 Q. (BY MS. SMITH) -- how would you decide what  
8 to wear? Would you choose your own outfits?

9 A. Yes.

10 Q. Okay. When you would commence a shift at  
11 Crazy Horse, would you need to get your outfit  
12 approved by anyone there?

13 A. Yes.

14 Q. Who?

15 A. The house mom.

16 Q. Okay.

17 A. When she was there. She wasn't always  
18 there.

19 So when there was someone in there, at least  
20 for me specifically, she would make sure that I was  
21 wearing what I was supposed to be wearing.

22 Q. Okay. And how about when she wasn't there?

23 A. No one that I can remember.

24 Q. Okay. Is it your understanding that the  
25 house mom is employed by Crazy Horse?

1                   Did you have to get your name approved by  
2 anyone at Crazy Horse?

3           A.    I don't remember.

4           Q.    So during your shift, once you were on the  
5 main floor, how would you approach an individual that  
6 came into the club?

7           A.    How would I approach? I would just walk up  
8 to someone and start talking.

9           Q.    Okay. And any specific topics of  
10 conversation that you would use?

11          A.    No.

12          Q.    Okay. What about asking them if they would  
13 like a dance?

14          A.    I -- what do you mean by the question?

15          Q.    Do you know what a lap dance is?

16          A.    I -- yes.

17          Q.    What's your understanding of what a lap  
18 dance is?

19          A.    Um, dancing on someone's lap.

20          Q.    Did you ever perform lap dances while you  
21 were performing at Crazy Horse?

22          A.    Yes.

23          Q.    How would you go about doing that?

24          A.    Uh, in conversation with someone, it  
25 obviously comes to a point where someone's there for a

1 reason.

2 They're there to get a dance or have  
3 conversation, and you're there to make money. So you  
4 would -- either they would ask you for a dance or you  
5 would ask them for a dance.

6 Q. Okay.

7 A. Ask them if they wanted it.

8 Q. So if you asked someone if they wanted a  
9 dance and they said yes, what would happen next?

10 A. Um, for me, I would get my money up front  
11 and do the dance.

12 Q. Okay. How much money would you get up  
13 front?

14 A. For a lap dance?

15 Q. Yes.

16 A. It's \$20. Um, depending on how they paid.

17 Q. What do you mean, depending on how they  
18 paid?

19 A. It -- \$20 cash. Or if they paid in dance  
20 dollars, then you'd get less than that.

21 Q. Okay. Did you ever refuse dance dollars?

22 A. No.

23 Q. How come?

24 A. Why would I refuse money? It's -- something  
25 is better than nothing.

1 pay.

2 If they were to pay by credit card, they  
3 wouldn't pay more than that.

4 Q. Okay. Did you ever ask anyone if you could  
5 negotiate for more than that?

6 A. No.

7 Q. Okay. Going back to where you were -- would  
8 come on for a shift, were there any requirements about  
9 hair and makeup?

10 A. Yes.

11 Q. What were those?

12 A. There were several. Um, no glitter, no oil.

13 Q. Okay.

14 A. Uh, those were the two biggest that I saw  
15 enforced.

16 Q. Okay. Do you know why that those were  
17 enforced?

18 A. Um, no.

19 Q. What were other rules that you thought were  
20 required with your hair and makeup?

21 A. Nothing that I can recall.

22 Q. Okay. Did you ever get fined for your  
23 appearance at Crazy Horse?

24 A. No.

25 Q. Did you ever perform on a stage at Crazy

1 Horse?

2 A. Yes.

3 Q. Okay. How would you decide what song to

4 dance to?

5 A. I -- I didn't decide that.

6 Q. Okay. How is it decided then?

7 A. Um, the DJ just -- I -- just played the

8 music. I -- I never asked for anything specific.

9 Q. Okay. So you just didn't request a specific

10 genre?

11 A. Uh, I did not.

12 Q. Any specific song?

13 A. No.

14 Q. Okay. Is there any specific -- sorry. Is

15 there any specific style that you would perform on

16 stage, style of dance?

17 A. Uh, no.

18 Q. Okay. Did anyone at Crazy Horse instruct

19 you in the style of dance you were supposed to be

20 performing?

21 A. I didn't -- I guess I didn't need

22 instruction. But not -- not specifically, no.

23 Q. Okay. Would you utilize a pole on stage?

24 A. Yes.

25 Q. Okay. How did you learn how to dance with a

1           A.     No.

2           Q.     How come?

3           A.     You're there to work.

4           Q.     Would someone come and get you out of the

5     dressing room?

6           A.     That never happened to me specifically, no.

7           Q.     Okay.  Because you would go in and obviously

8     want to try to make money --

9           A.     Uh-huh.

10          Q.     -- correct?

11          A.     Yes.

12          Q.     Okay.  Were there any specific areas of the

13     club that you preferred to hang out in?

14          A.     No.

15          Q.     Would you ever go sit at the bar?

16          A.     Yes.

17          Q.     Would you ever consume alcohol on shift?

18          A.     No.

19          Q.     Did Crazy Horse have any requirements of

20     where you could approach a customer?

21          A.     No.

22          Q.     Okay.  What about how long -- did Crazy

23     Horse have any requirements about how long you were

24     supposed to talk to a single individual?

25          A.     Yes.

1           Um, I mean, you just couldn't hang out  
2 anywhere if you -- I don't know. That's it. You --  
3 you just couldn't hang out in the VIP areas --

4           Q.    Okay.

5           A.    -- if you didn't have someone there with  
6 you.

7           Q.    Okay. What about if you wanted to take a  
8 break, what would happen?

9           A.    You could take a break.

10          Q.    Would you need to check in with anybody  
11 prior to commencing your break?

12          A.    No.

13          Q.    What about checking in after you finished  
14 taking a break?

15          A.    No.

16          Q.    What about any requirements by Crazy Horse  
17 on how long of a break you could take?

18          A.    I believe there was a time limit, but I  
19 don't remember the exact time.

20          Q.    Okay. What about a limit on how many breaks  
21 you could take throughout the evening?

22          A.    I don't know.

23          Q.    Okay. When you would take a break, did you  
24 ever experience someone coming and telling you to stop  
25 taking a break?



1 Q. (BY MS. SMITH) Would you ever ask to go on  
2 stage?

3 A. Not that I can remember.

4 MS. SMITH: All right. I'm going to just  
5 take a brief break right now and just take five.

6 MS. CALVERT: Sounds good.

7 THE WITNESS: Okay.

8 (Short recess taken.)

9 MS. SMITH: All right. Ms. Park, we're back  
10 on the record. And the oath that you took earlier  
11 today is still in effect. Okay?

12 THE WITNESS: Yes.

13 MS. SMITH: And that's going to carry on  
14 throughout the rest of the deposition. If we take  
15 another break, I'm sure I'll mention it again.

16 THE WITNESS: Okay.

17 Q. (BY MS. SMITH) Okay. So we were just  
18 speaking about your breaks.

19 You identified one instance where a host  
20 directed you not to take a break. Other than that,  
21 you were free to take breaks?

22 A. Correct.

23 Q. Did anyone at Crazy Horse require you to tip  
24 anyone?

25 A. No.

1 Q. Do you know what I mean by solicitation?

2 A. Prostitution.

3 Q. Okay.

4 A. Yes, I do.

5 Q. All right.

6 A. And no, I have not.

7 Q. Okay. Do you think you were a good  
8 entertainer?

9 A. Yes.

10 Q. Why is that?

11 A. I -- anything I do, I try to do as well as I  
12 can. And I -- I'd like to say that I was successful  
13 at it.

14 Q. Do you think you were better than the  
15 average entertainer you knew?

16 A. No.

17 Q. Do you think you were worse?

18 A. No.

19 Q. Okay. Did you have any specialty dance  
20 moves?

21 A. No.

22 Q. Okay. Aside from the pole fitness classes  
23 that you testified to previously, would you practice  
24 your dancing or your pole dancing?

25 A. No.

1           A.    If I went into VIP, I would have to report  
2 to the VIP host --

3           Q.    Okay.

4           A.    -- during the shift.  Um, I -- I would have  
5 to report to the DJ, the VIP host, and the manager  
6 during my shift before I could -- before my shift was  
7 ended technically, so --

8           Q.    Okay.  So aside from checking in and  
9 checking out, I'm just referring to that period of  
10 time.

11          A.    No.

12          Q.    Okay.  Did you have to inform anyone at  
13 Crazy Horse the total amount of money you earned  
14 during a shift?

15          A.    No.

16          Q.    Okay.  Why did you choose to stop performing  
17 at Crazy Horse?

18          A.    A couple of reasons.  I got married in late  
19 2014.  And we decided that it wasn't something I  
20 needed to be doing anymore in a marriage.

21                And the last time I performed, that kind of  
22 sent me over the edge.  I was in a private, private  
23 room, like an hour-long room.

24                And the other performer I was in there with  
25 ended up having sex right in front of me.

## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )  
3 ) SS:  
4 COUNTY OF CLARK )

5 I, Helen M. Zamba, a Certified Court Reporter  
6 and Notary Public for the County of Clark, State of  
7 Nevada, do hereby certify:

8 That I reported the taking of the deposition  
9 of the witness, Ashleigh Park, commencing on Friday,  
10 January 6, 2017, at 1:45 o'clock p.m.

11 That prior to being examined, the witness was  
12 by me duly sworn to testify to the truth.

13 That the foregoing transcript is a complete,  
14 true and accurate transcription of the stenographic  
15 notes of the testimony taken by me in the matter  
16 entitled herein to the best of my knowledge, skill and  
17 ability.

18 That prior to the completion of the  
19 proceedings, the reading and signing of the transcript  
20 was not requested by the witness or a party.

21 I further certify that I am not a relative or  
22 employee of an attorney or counsel of any of the  
23 parties, nor a relative or employee of an attorney or  
24 counsel involved in said action, nor a person  
25 financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my  
hand in my office in the County of Clark, State of  
Nevada, this 10th day of March, 2017.

/s/ Helen Zamba  
Helen M. Zamba, CCR #439

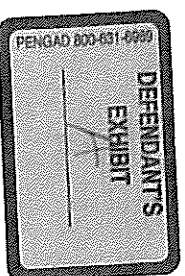
# EXHIBIT 10

# Entertainer Login By Date

Between

Tuesday, November 2, 2010 1:00 pm and Tuesday, September 13, 2016 12:59 pm

Stage Name	Name	Ent. ID	Login Time	Logout Time	Time Worked
Madison-Lynn	Danielle Lannar	3045344	6/7/13 10:16 pm	6/8/13 7:30 am	9.23
Madison-Lynn	Danielle Lannar	3045344	6/8/13 10:46 pm	6/9/13 12:01 pm	13.25
Madison-Lynn	Danielle Lannar	3045344	6/12/13 9:57 pm	6/13/13 6:46 am	8.82
Madison-Lynn	Danielle Lannar	3045344	6/13/13 10:57 pm	6/14/13 7:33 am	8.60
Madison-Lynn	Danielle Lannar	3045344	6/14/13 10:36 pm	6/15/13 2:03 am	3.45
Madison-Lynn	Danielle Lannar	3045344	6/15/13 9:27 pm	6/16/13 9:50 am	12.38
Madison-Lynn	Danielle Lannar	3045344	6/20/13 10:22 pm	6/21/13 8:12 am	9.83
Madison-Lynn	Danielle Lannar	3045344	6/23/13 12:57 am	6/23/13 8:48 am	7.85
Madison-Lynn	Danielle Lannar	3045344	6/28/13 8:50 pm	6/29/13 8:18 am	11.47
Madison-Lynn	Danielle Lannar	3045344	6/30/13 1:13 am	6/30/13 9:34 am	8.35
Madison-Lynn	Danielle Lannar	3045344	7/4/13 10:59 pm	7/5/13 9:11 am	10.20
Madison-Lynn	Danielle Lannar	3045344	7/6/13 1:58 am	7/6/13 8:23 am	6.42
Madison-Lynn	Danielle Lannar	3045344	7/11/13 8:51 pm	7/12/13 4:27 am	7.60
Madison-Lynn	Danielle Lannar	3045344	7/13/13 1:59 am	7/13/13 11:54 am	9.92
Madison-Lynn	Danielle Lannar	3045344	7/18/13 11:36 pm	7/19/13 7:38 am	8.03
Madison-Lynn	Danielle Lannar	3045344	7/20/13 1:34 am	7/20/13 8:59 am	7.42
Madison-Lynn	Danielle Lannar	3045344	7/21/13 12:28 am	7/21/13 8:40 am	8.20
Madison-Lynn	Danielle Lannar	3045344	7/27/13 1:39 am	7/27/13 8:22 am	6.72
Madison-Lynn	Danielle Lannar	3045344	7/28/13 1:07 am	7/28/13 11:54 am	10.78
Madison-Lynn	Danielle Lannar	3045344	7/30/13 11:50 pm	7/31/13 6:17 am	6.45
Madison-Lynn	Danielle Lannar	3045344	8/2/13 1:37 am	8/2/13 7:42 am	6.08
Madison-Lynn	Danielle Lannar	3045344	8/3/13 12:05 am	8/3/13 8:08 am	8.05
Madison-Lynn	Danielle Lannar	3045344	8/4/13 1:37 am	8/4/13 5:58 am	4.35
Madison-Lynn	Danielle Lannar	3045344	8/9/13 8:58 pm	8/10/13 9:19 am	12.35
Madison-Lynn	Danielle Lannar	3045344	8/15/13 11:25 pm	8/16/13 7:05 am	7.67
Madison-Lynn	Danielle Lannar	3045344	8/16/13 9:58 pm	8/17/13 9:06 am	11.13
Madison-Lynn	Danielle Lannar	3045344	8/18/13 12:21 am	8/18/13 7:40 am	7.32
Madison-Lynn	Danielle Lannar	3045344	8/18/13 8:32 pm	8/19/13 5:48 am	9.27
Madison-Lynn	Danielle Lannar	3045344	8/20/13 8:44 pm	8/21/13 6:50 am	10.10
Madison-Lynn	Danielle Lannar	3045344	8/22/13 11:09 pm	8/23/13 6:47 am	7.63
Madison-Lynn	Danielle Lannar	3045344	8/24/13 2:04 am	8/24/13 6:53 am	4.82
Madison-Lynn	Danielle Lannar	3045344	8/24/13 11:36 pm	8/25/13 7:34 am	7.97
Madison-Lynn	Danielle Lannar	3045344	8/31/13 1:07 am	8/31/13 6:45 am	5.63
Madison-Lynn	Danielle Lannar	3045344	9/22/13 1:03 am	9/22/13 8:16 am	7.22
Madison-Lynn	Danielle Lannar	3045344	9/26/13 9:49 pm	9/27/13 5:39 am	7.83



Madison-Lynn	Danielle Lannar	3045344	10/18/13	10:50 pm	10/19/13	8:16 am	9.43
Madison-Lynn	Danielle Lannar	3045344	11/5/13	11:08 pm	11/6/13	6:42 am	7.57
Madison-Lynn	Danielle Lannar	3045344	12/5/13	7:44 pm	12/6/13	7:31 am	11.78
Madison-Lynn	Danielle Lannar	3045344	12/19/13	9:36 pm	12/20/13	5:27 am	7.85
Madison-Lynn	Danielle Lannar	3045344	2/22/14	11:01 pm	2/23/14	6:40 am	7.65
Madison-Lynn	Danielle Lannar	3045344	3/15/14	12:04 am	3/15/14	7:30 am	7.43
Madison-Lynn	Danielle Lannar	3045344	4/14/14	12:32 am	4/14/14	6:55 am	6.38
Madison-Lynn	Danielle Lannar	3045344	6/15/14	1:40 am	6/15/14	7:12 am	5.53

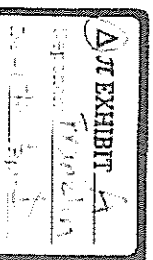
Total Logins: 43	Total Ems: 1	Total Charges: \$4,270.00	Total Payments: \$3,048.00	Total Time: 356.01
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# CHIL

## Entertainer Login By Date

## Between

Tuesday, November 2, 2010 1:00 pm and Tuesday, September 13, 2016 12:59 pm

[illegible]



Sarah	Jaqueline Franklin	3030817	12:22:14	6:06:00 pm	12:22:14	6:54:00 pm	1:08
Sarah	Jaqueline Franklin	3030817	12:22:14	10:04:00 am	12:22:14	6:01:00 pm	6:02
Sarah	Jaqueline Franklin	3030817	12:22:14	8:28:00 pm	12:26:14	6:31:00 am	1:16
Sarah	Jaqueline Franklin	3030817	12:22:14	12:06:00 am	12:27:14	6:25:00 am	6:52
Sarah	Jaqueline Franklin	3030817	12:22:14	10:31:00 am	12:28:14	6:09:00 am	1:03
Sarah	Jaqueline Franklin	3030817	12:14	6:56:00 pm	1:14	6:54:00 pm	5:07
Sarah	Jaqueline Franklin	3030817	1:30:14	10:49:00 pm	1:14	6:06:00 am	6:26
Sarah	Jaqueline Franklin	3030817	1:5:14	1:09:00 am	1:5:14	6:59:00 am	6:53
Sarah	Jaqueline Franklin	3030817	1:8:14	10:19:00 pm	1:9:14	6:16:00 am	1:05
Sarah	Jaqueline Franklin	3030817	1:9:14	10:04:00 pm	1:10:14	6:02:00 am	1:07
Sarah	Jaqueline Franklin	3030817	1:10:14	11:40:00 pm	1:14:14	6:49:00 pm	1:07
Sarah	Jaqueline Franklin	3030817	1:12:14	12:46:00 am	1:12:14	6:51:00 am	6:07
Sarah	Jaqueline Franklin	3030817	1:18:14	9:51:00 pm	1:19:14	4:47:00 am	1:22
Sarah	Jaqueline Franklin	3030817	1:19:14	10:07:00 pm	1:20:14	6:14:00 am	1:12
Sarah	Jaqueline Franklin	3030817	1:21:04	9:06:00 pm	1:21:14	1:51:00 am	1:01
Sarah	Jaqueline Franklin	3030817	1:22:14	10:52:00 pm	1:22:14	4:28:00 am	1:00
Sarah	Jaqueline Franklin	3030817	1:24:14	12:05:00 am	1:24:14	6:55:00 pm	1:51
Sarah	Jaqueline Franklin	3030817	1:25:14	9:56:00 pm	1:25:14	6:07:00 am	6:18
Sarah	Jaqueline Franklin	3030817	1:26:14	10:26:00 am	1:26:14	5:19:00 am	6:58
Sarah	Jaqueline Franklin	3030817	2:6:14	10:12:00 pm	2:7:14	6:14:00 am	6:02
Sarah	Jaqueline Franklin	3030817	2:8:14	10:02:00 pm	2:9:14	8:12:00 am	11:07
Sarah	Jaqueline Franklin	3030817	2:13:14	10:11:00 pm	2:14:14	3:49:00 pm	5:63
Sarah	Jaqueline Franklin	3030817	2:15:14	1:58:00 pm	2:15:14	6:41:00 am	4:55
Sarah	Jaqueline Franklin	3030817	2:16:14	2:24:00 pm	2:16:14	6:55:00 am	1:53
Sarah	Jaqueline Franklin	3030817	2:18:14	1:46:00 pm	2:19:14	3:01:00 am	1:25
Sarah	Jaqueline Franklin	3030817	2:20:14	11:43:00 pm	2:21:14	6:59:00 pm	4:27
Sarah	Jaqueline Franklin	3030817	2:22:14	12:06:00 am	2:22:14	7:51:00 am	1:04
Sarah	Jaqueline Franklin	3030817	2:22:14	10:53:00 pm	2:22:14	6:40:00 am	1:28
Sarah	Jaqueline Franklin	3030817	2:25:14	06:18:00 pm	2:24:14	4:25:00 am	1:07
Sarah	Jaqueline Franklin	3030817	2:24:14	9:42:00 pm	2:25:14	5:37:00 am	4:07
Sarah	Jaqueline Franklin	3030817	2:27:14	10:09:00 pm	2:28:14	4:28:00 am	6:02
Sarah	Jaqueline Franklin	3030817	3:1:14	10:45:00 pm	3:2:14	6:07:00 am	6:37
Sarah	Jaqueline Franklin	3030817	3:6:14	1:07:00 am	3:8:14	7:17:00 am	11:17
Sarah	Jaqueline Franklin	3030817	3:8:14	10:02:00 pm	3:9:14	6:26:00 am	8:57
Sarah	Jaqueline Franklin	3030817	3:13:14	12:21:00 am	3:13:14	6:36:00 am	4:58
Sarah	Jaqueline Franklin	3030817	3:18:14	10:13:00 pm	3:19:14	4:49:00 pm	9:10
Sarah	Jaqueline Franklin	3030817	3:14:14	11:43:00 pm	3:15:14	7:47:00 am	8:07
Sarah	Jaqueline Franklin	3030817	3:16:14	12:57:00 am	3:16:14	6:57:00 am	6:00
Sarah	Jaqueline Franklin	3030817	3:22:14	11:15:00 pm	3:23:14	7:26:00 am	1:05
Sarah	Jaqueline Franklin	3030817	3:23:14	10:19:00 pm	3:24:14	6:35:00 am	1:07
Sarah	Jaqueline Franklin	3030817	3:27:14	10:03:00 pm	3:28:14	6:25:00 am	1:07
Sarah	Jaqueline Franklin	3030817	3:28:14	9:38:00 pm	3:29:14	6:15:00 am	1:02
Sarah	Jaqueline Franklin	3030817	3:29:14	11:57:00 pm	3:30:14	7:04:00 am	1:18
Sarah	Jaqueline Franklin	3030817	3:30:14	10:57:00 pm	3:31:14	6:49:00 am	1:04
Sarah	Jaqueline Franklin	3030817	3:34:14	11:04:00 pm	3:35:14	6:16:00 am	1:02
Sarah	Jaqueline Franklin	3030817	3:44:14	11:29:00 am	3:45:14	6:17:00 am	1:03

South	Jacqueline Franklin	3030817 4 27 14 10:04 pm 4 16 14 10:00 am	6:21
South	Jacqueline Franklin	3030817 4 26 14 11:03 pm 4 14 4 10:00 am	6:22
South	Jacqueline Franklin	3030817 4 26 14 8:29 pm 4 16 14 8:50 am	6:23
South	Jacqueline Franklin	3030817 4 26 14 12:00 am 4 17 14 8:46 am	6:23
South	Jacqueline Franklin	3030817 4 26 14 10:04 pm 4 17 14 8:57 am	6:26
South	Jacqueline Franklin	3030817 4 12 14 10:28 pm 4 17 14 6:00 am	6:28
South	Jacqueline Franklin	3030817 4 14 14 12:33 am 4 14 14 16:00 am	6:34
South	Jacqueline Franklin	3030817 4 17 14 11:48 pm 4 18 14 11:30 am	6:35
South	Jacqueline Franklin	3030817 4 18 14 10:30 pm 4 19 14 8:26 am	6:37
South	Jacqueline Franklin	3030817 4 20 14 10:50 pm 4 20 14 8:08 am	6:39
South	Jacqueline Franklin	3030817 4 20 14 10:50 pm 4 20 14 8:08 am	6:40
South	Jacqueline Franklin	3030817 4 22 14 10:26 pm 4 21 14 8:58 am	6:46
South	Jacqueline Franklin	3030817 4 22 14 8:33 am 4 22 14 9:11 am	6:51
South	Jacqueline Franklin	3030817 4 30 14 10:06 pm 4 14 8:44 am	6:50
South	Jacqueline Franklin	3030817 5 1 14 10:54 pm 5 2 14 4:31 am	6:55
South	Jacqueline Franklin	3030817 5 2 14 9:31 pm 5 3 14 4:24 am	6:58
South	Jacqueline Franklin	3030817 5 3 14 10:45 pm 5 4 14 6:07 am	6:57
South	Jacqueline Franklin	3030817 5 8 14 11:29 pm 5 9 14 6:56 am	7:00
South	Jacqueline Franklin	3030817 5 9 14 11:00 pm 5 10 14 8:02 am	7:03
South	Jacqueline Franklin	3030817 5 10 14 11:28 pm 5 11 14 6:11 am	7:07
South	Jacqueline Franklin	3030817 5 16 14 12:19 am 5 16 14 8:28 am	7:22
South	Jacqueline Franklin	3030817 5 21 14 12:21 am 5 24 14 7:06 am	7:30
South	Jacqueline Franklin	3030817 5 27 14 10:47 pm 5 28 14 4:04 am	7:42
South	Jacqueline Franklin	3030817 5 31 14 12:17 am 5 31 14 3:58 am	7:52
South	Jacqueline Franklin	3030817 6 1 14 1:20 am 6 14 7:00 am	8:07
South	Jacqueline Franklin	3030817 6 7 14 10:38 pm 6 8 14 8:48 am	8:17
South	Jacqueline Franklin	3030817 6 19 14 12:20 am 6 19 14 5:05 am	8:27
South	Jacqueline Franklin	3030817 6 20 14 3:11 am 6 20 14 6:44 am	8:44
South	Jacqueline Franklin	3030817 6 21 14 12:56 am 6 21 14 7:57 am	8:52
South	Jacqueline Franklin	3030817 6 29 14 2:11 am 6 27 14 7:22 am	9:13
South	Jacqueline Franklin	3030817 6 28 14 1:07 am 6 28 14 4:59 am	9:18
South	Jacqueline Franklin	3030817 7 2 14 10:16 pm 7 3 14 8:02 am	9:27
South	Jacqueline Franklin	3030817 7 3 14 12:33 am 7 8 14 5:59 am	9:37
South	Jacqueline Franklin	3030817 7 11 14 12:22 am 7 6 14 4:17 am	9:43
South	Jacqueline Franklin	3030817 7 13 14 12:37 am 7 13 14 8:30 am	9:50
South	Jacqueline Franklin	3030817 7 17 14 11:28 pm 7 18 14 4:01 am	9:52
South	Jacqueline Franklin	3030817 7 18 14 10:47 pm 7 19 14 4:00 am	9:53
South	Jacqueline Franklin	3030817 7 19 14 10:26 pm 7 20 14 4:35 am	9:58
South	Jacqueline Franklin	3030817 7 23 14 10:05 pm 7 23 14 6:37 am	9:58
South	Jacqueline Franklin	3030817 7 23 14 12:18 am 7 27 14 6:09 am	9:58
South	Jacqueline Franklin	3030817 7 26 14 12:13 am 7 27 14 11:26 am	10:00
South	Jacqueline Franklin	3030817 7 26 14 12:03 am 7 27 14 6:24 am	10:07
South	Jacqueline Franklin	3030817 7 30 14 12:28 am 7 30 14 6:19 am	10:09
South	Jacqueline Franklin	3030817 7 30 14 11:54 pm 7 31 14 5:43 am	10:15
South	Jacqueline Franklin	3030817 8 1 14 1:04 pm 8 2 14 7:00 am	10:21



**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	3.53
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	10.43
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 7:53 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	13.62
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	11.83
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

9/13/2016

CH3LV

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### Entertainer Login By Date

Between

Tuesday, November 2, 2010 1:00 pm and Tuesday, September 13, 2016 12:59 pm

Stage Name	Name	Ent. ID	Login Time	Logout Time	Time Worked
Lina	Lily Shepard	2512902	8/21/13 10:19 pm	8/22/13 3:57 am	5.63
Lina	Lily Shepard	2512902	8/23/13 8:07 pm	8/24/13 3:25 am	7.30
Lina	Lily Shepard	2512902	8/29/13 9:17 pm	8/30/13 2:54 am	5.62
Lina	Lily Shepard	2512902	9/4/13 9:47 pm	9/5/13 2:25 am	4.63
Lina	Lily Shepard	2512902	9/6/13 8:48 pm	9/7/13 4:23 am	7.58
Lina	Lily Shepard	2512902	9/9/13 6:48 pm	9/10/13 6:28 am	6.15
Lina	Lily Shepard	2512902	9/11/13 7:16 pm	9/12/13 1:25 am	8.47
Lina	Lily Shepard	2512902	9/13/13 10:21 pm	9/14/13 6:49 am	8.80
Lina	Lily Shepard	2512902	9/14/13 7:59 pm	9/15/13 4:47 am	8.05
Lina	Lily Shepard	2512902	9/19/13 9:31 pm	9/20/13 5:34 am	6.53
Lina	Lily Shepard	2512902	9/25/13 11:12 pm	9/26/13 5:44 am	6.12
Lina	Lily Shepard	2512902	9/27/13 6:47 pm	9/28/13 12:54 am	6.68
Lina	Lily Shepard	2512902	9/29/13 9:08 pm	9/30/13 3:49 am	8.45
Lina	Lily Shepard	2512902	9/30/13 5:50 pm	10/1/13 2:17 am	5.57
Lina	Lily Shepard	2512902	10/9/13 10:21 pm	10/10/13 3:55 am	5.72
Lina	Lily Shepard	2512902	10/14/13 5:43 pm	10/14/13 11:26 pm	5.82
Lina	Lily Shepard	2512902	10/18/13 9:47 pm	10/19/13 3:36 am	5.55
Lina	Lily Shepard	2512902	10/24/13 11:45 pm	10/25/13 5:18 am	5.42
Lina	Lily Shepard	2512902	10/27/13 8:37 pm	10/28/13 2:02 am	8.02
Lina	Lily Shepard	2512902	11/1/13 8:50 pm	11/2/13 4:51 am	4.38
Lina	Lily Shepard	2512902	11/2/13 11:33 pm	11/3/13 3:56 am	3.82
Lina	Lily Shepard	2512902	11/5/13 11:00 pm	11/6/13 2:49 am	5.33
Lina	Lily Shepard	2512902	11/7/13 10:51 pm	11/8/13 4:11 am	2.28
Lina	Lily Shepard	2512902	11/9/13 10:30 pm	11/10/13 12:53 am	4.27
Lina	Lily Shepard	2512902	11/21/13 10:40 pm	11/22/13 2:56 am	6.53
Lina	Lily Shepard	2512902	11/23/13 10:26 pm	11/24/13 4:58 am	10.32
Lina	Lily Shepard	2512902	12/2/13 5:34 pm	12/3/13 3:53 am	4.72
Lina	Lily Shepard	2512902	12/16/13 5:22 pm	12/16/13 10:05 pm	4.28
Lina	Lily Shepard	2512902	1/23/14 9:15 pm	1/24/14 1:32 am	3.83
Lina	Lily Shepard	2512902	1/29/14 10:37 pm	1/30/14 2:27 am	5.40
Lina	Lily Shepard	2512902	1/31/14 11:00 pm	2/1/14 4:24 am	3.60
Lina	Lily Shepard	2512902	2/19/14 9:45 pm	2/20/14 1:21 am	

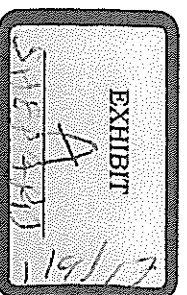
Total Logins: 32

Total Ems.: 1

Total Charges: \$2,925.00

Total Payments: \$2,325.00

Total Time 196.64



9/13/2016

CH3LV

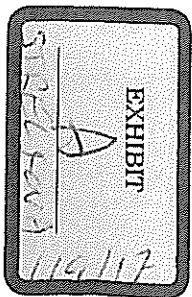
Page - 1 of 1

Entertainer Login By Date

Between

Tuesday, November 2, 2010 1:00 pm and Tuesday, September 13, 2016 12:59 pm

Stage Name	Name	Ent ID	Login Time	Logout Time	Time Worked
Victory Jones	Karina Strelkova	3045619	9/3/12 12:35 am	9/3/12 7:32 am	6.95
Victory Jones	Karina Strelkova	3045619	9/3/12 9:01 pm	9/4/12 6:02 am	9.02
Victory Jones	Karina Strelkova	3045619	9/7/12 9:29 pm	9/8/12 5:53 am	8.40
Victory Jones	Karina Strelkova	3045619	9/9/12 12:07 am	9/9/12 8:29 am	8.37
Victory Jones	Karina Strelkova	3045619	9/11/12 10:21 pm	9/12/12 5:40 am	7.32
Victory Jones	Karina Strelkova	3045619	9/12/12 11:58 pm	9/13/12 7:01 am	7.05
Victory Jones	Karina Strelkova	3045619	9/15/12 1:19 am	9/15/12 7:59 am	6.67
Victory Jones	Karina Strelkova	3045619	9/16/12 2:58 am	9/16/12 7:37 am	4.65
Victory Jones	Karina Strelkova	3045619	9/18/12 12:01 am	9/18/12 4:04 am	4.05
Victory Jones	Karina Strelkova	3045619	9/19/12 9:50 pm	9/20/12 4:41 am	6.85
Victory Jones	Karina Strelkova	3045619	9/22/12 2:28 am	9/22/12 7:43 am	5.25
Victory Jones	Karina Strelkova	3045619	9/26/12 9:30 pm	9/27/12 6:08 am	8.63
Victory Jones	Karina Strelkova	3045619	9/28/12 3:14 am	9/28/12 8:59 am	5.75
Victory Jones	Karina Strelkova	3045619	9/29/12 11:58 pm	9/30/12 5:09 am	5.18
Victory Jones	Karina Strelkova	3045619	10/2/12 2:54 am	10/2/12 7:19 am	4.42
Victory Jones	Karina Strelkova	3045619	3/23/13 5:08 am	3/23/13 8:10 am	3.03
Victory Jones	Karina Strelkova	3045619	3/23/13 11:46 pm	3/24/13 11:30 am	11.73
Victory Jones	Karina Strelkova	3045619	3/25/13 2:04 am	3/25/13 5:10 am	3.10
Victory Jones	Karina Strelkova	3045619	3/30/13 12:41 am	3/30/13 9:11 am	8.50
Victory Jones	Karina Strelkova	3045619	3/31/13 2:58 am	3/31/13 8:15 am	5.28
Victory Jones	Karina Strelkova	3045619	4/1/13 4:33 am	4/1/13 9:27 am	4.90
Victory Jones	Karina Strelkova	3045619	4/3/13 12:29 am	4/3/13 5:46 am	5.28
Victory Jones	Karina Strelkova	3045619	4/13/13 7:15 am	4/13/13 10:39 am	3.40
Victory Jones	Karina Strelkova	3045619	4/14/13 2:41 am	4/14/13 9:10 am	6.48
Victory Jones	Karina Strelkova	3045619	4/26/13 6:35 am	4/26/13 9:58 am	3.38
Victory Jones	Karina Strelkova	3045619	4/28/13 4:00 am	4/28/13 9:24 am	5.40
Victory Jones	Karina Strelkova	3045619	4/30/13 4:43 am	4/30/13 7:45 am	3.03
Victory Jones	Karina Strelkova	3045619	5/1/13 4:16 am	5/1/13 10:24 am	6.13
Victory Jones	Karina Strelkova	3045619	5/5/13 2:10 am	5/5/13 7:37 am	5.45
Victory Jones	Karina Strelkova	3045619	5/11/13 8:20 am	5/11/13 11:12 am	2.87
Victory Jones	Karina Strelkova	3045619	5/18/13 12:08 am	5/18/13 9:16 am	9.13
Victory Jones	Karina Strelkova	3045619	5/18/13 8:55 pm	5/19/13 8:35 am	11.67
Victory Jones	Karina Strelkova	3045619	5/23/13 2:23 am	5/23/13 8:00 am	5.62
Victory Jones	Karina Strelkova	3045619	5/24/13 9:43 pm	5/25/13 9:35 am	11.87
Victory Jones	Karina Strelkova	3045619	5/26/13 3:02 am	5/26/13 9:36 am	6.57



Victory Jones	Karina Strelkova	3045619 5/26/13 9:13 pm	5/27/13 10:18 am	13.08
Victory Jones	Karina Strelkova	3045619 6/1/13 2:37 am	6/1/13 8:10 am	5.55
Victory Jones	Karina Strelkova	3045619 6/2/13 3:24 am	6/2/13 9:58 am	6.57
Victory Jones	Karina Strelkova	3045619 6/3/13 10:54 pm	6/4/13 8:04 am	9.17
Victory Jones	Karina Strelkova	3045619 6/5/13 9:56 pm	6/6/13 10:43 am	12.78
Victory Jones	Karina Strelkova	3045619 6/8/13 1:10 am	6/8/13 10:53 am	9.72
Victory Jones	Karina Strelkova	3045619 6/14/13 10:36 pm	6/15/13 12:53 pm	13.95
Victory Jones	Karina Strelkova	3045619 6/16/13 3:39 am	6/16/13 9:58 am	6.32
Victory Jones	Karina Strelkova	3045619 6/17/13 7:20 pm	6/18/13 5:09 am	9.82
Victory Jones	Karina Strelkova	3045619 6/23/13 12:13 am	6/23/13 8:35 am	8.37
Victory Jones	Karina Strelkova	3045619 6/25/13 8:30 pm	6/26/13 2:35 am	6.08
Victory Jones	Karina Strelkova	3045619 6/26/13 10:48 pm	6/27/13 5:26 am	6.63
Victory Jones	Karina Strelkova	3045619 6/28/13 1:41 am	6/28/13 7:21 am	5.67
Victory Jones	Karina Strelkova	3045619 6/30/13 1:31 am	6/30/13 10:06 am	8.58
Victory Jones	Karina Strelkova	3045619 7/6/13 2:32 am	7/6/13 9:20 am	6.80
Victory Jones	Karina Strelkova	3045619 7/7/13 12:16 am	7/7/13 5:54 am	5.63
Victory Jones	Karina Strelkova	3045619 7/8/13 10:28 pm	7/9/13 7:38 am	9.17
Victory Jones	Karina Strelkova	3045619 7/9/13 11:11 pm	7/10/13 10:00 am	10.82
Victory Jones	Karina Strelkova	3045619 7/12/13 1:45 am	7/12/13 7:46 am	6.02
Victory Jones	Karina Strelkova	3045619 7/13/13 3:18 am	7/13/13 11:11 am	7.88
Victory Jones	Karina Strelkova	3045619 7/19/13 2:41 am	7/19/13 10:41 am	8.00
Victory Jones	Karina Strelkova	3045619 7/20/13 12:34 am	7/20/13 8:13 am	7.65
Victory Jones	Karina Strelkova	3045619 7/22/13 1:17 am	7/22/13 2:28 pm	13.18
Victory Jones	Karina Strelkova	3045619 7/27/13 2:28 am	7/27/13 7:33 am	5.08
Victory Jones	Karina Strelkova	3045619 7/28/13 9:21 pm	7/29/13 5:53 am	8.53
Victory Jones	Karina Strelkova	3045619 8/2/13 1:58 am	8/2/13 7:16 am	5.30
Victory Jones	Karina Strelkova	3045619 8/11/13 4:37 am	8/11/13 10:38 am	6.02
Victory Jones	Karina Strelkova	3045619 8/15/13 11:15 pm	8/16/13 8:23 am	9.13
Victory Jones	Karina Strelkova	3045619 8/17/13 4:41 am	8/17/13 8:43 am	4.03
Victory Jones	Karina Strelkova	3045619 8/18/13 2:55 am	8/18/13 9:19 am	6.40
Victory Jones	Karina Strelkova	3045619 8/18/13 9:37 pm	8/19/13 8:00 am	10.38
Victory Jones	Karina Strelkova	3045619 8/21/13 3:05 am	8/21/13 8:19 am	5.23
Victory Jones	Karina Strelkova	3045619 8/22/13 4:34 am	8/22/13 8:22 am	3.80
Victory Jones	Karina Strelkova	3045619 8/23/13 4:03 am	8/23/13 9:11 am	5.13
Victory Jones	Karina Strelkova	3045619 8/24/13 4:44 am	8/24/13 10:25 am	5.68
Victory Jones	Karina Strelkova	3045619 8/31/13 3:06 am	8/31/13 8:21 am	5.25
Victory Jones	Karina Strelkova	3045619 9/3/13 11:42 pm	9/4/13 6:52 am	7.17
Victory Jones	Karina Strelkova	3045619 9/5/13 4:39 am	9/5/13 8:11 am	3.53
Victory Jones	Karina Strelkova	3045619 9/12/13 1:01 am	9/12/13 10:08 am	9.12
Victory Jones	Karina Strelkova	3045619 9/13/13 2:25 am	9/13/13 8:35 am	6.17
Victory Jones	Karina Strelkova	3045619 9/15/13 12:50 am	9/15/13 7:01 am	6.18
Victory Jones	Karina Strelkova	3045619 9/20/13 1:44 am	9/20/13 7:53 am	6.15
Victory Jones	Karina Strelkova	3045619 9/29/13 8:41 pm	9/30/13 9:28 am	12.78
Victory Jones	Karina Strelkova	3045619 10/1/13 8:55 pm	10/2/13 6:02 am	9.12
Victory Jones	Karina Strelkova	3045619 10/7/13 9:11 pm	10/8/13 6:47 am	9.60
Victory Jones	Karina Strelkova	3045619 10/9/13 12:39 am	10/9/13 6:37 am	5.97
Victory Jones	Karina Strelkova	3045619 10/10/13 12:34 am	10/10/13 9:23 am	8.82

Victory Jones	Karina Strelkova	3045619	10/12/13	12:36 am	10/12/13	8:28 am	7.87
Victory Jones	Karina Strelkova	3045619	10/14/13	12:57 am	10/14/13	6:55 am	5.97
Victory Jones	Karina Strelkova	3045619	10/17/13	9:06 pm	10/18/13	7:22 am	10.27
Victory Jones	Karina Strelkova	3045619	10/19/13	2:34 am	10/19/13	11:53 am	9.32
Victory Jones	Karina Strelkova	3045619	10/27/13	8:13 am	10/27/13	11:09 am	2.93
Victory Jones	Karina Strelkova	3045619	12/14/13	6:21 am	12/14/13	9:36 am	3.25
Victory Jones	Karina Strelkova	3045619	1/4/14	4:57 am	1/4/14	11:00 am	6.05
Victory Jones	Karina Strelkova	3045619	1/7/14	12:10 am	1/7/14	4:51 am	4.68
Victory Jones	Karina Strelkova	3045619	1/9/14	12:49 am	1/9/14	8:24 am	7.58
Victory Jones	Karina Strelkova	3045619	1/12/14	4:01 am	1/12/14	10:44 am	6.72
Victory Jones	Karina Strelkova	3045619	1/12/14	10:15 pm	1/13/14	8:52 am	10.62
Victory Jones	Karina Strelkova	3045619	1/14/14	11:56 pm	1/15/14	7:07 am	7.18
Victory Jones	Karina Strelkova	3045619	1/23/14	5:03 am	1/23/14	10:19 am	5.27

Total Logins: 95	Total Ents.: 1	Total Charges: \$6,135.00	Total Payments: \$3,840.00	Total Time 671.10
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# EXHIBIT 11

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	fr&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	fr&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

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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

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	fr&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	bt 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	vvv	\$-30.00	\$30.00

RR0116  
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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	vv	\$-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	vv	\$-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	vv	\$-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

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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

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APP 0977

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  
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APP 0978

PLAINTIFF  
LILY SHEPARD



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>
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 8:54:32PM	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

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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>
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	fr&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  
283

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  
284

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  
285

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  
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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

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  
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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

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 kewan	\$-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  
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APP 0987



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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**

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  
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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

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	ww	\$-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	ww	\$-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	ww	\$-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  
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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

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  
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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

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	www	\$-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

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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

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	

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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	vvv	\$-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	vvv	\$-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

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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>
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

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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

Snrah

<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	\$30.00	\$30.00
12/19/2013 9:08:42PM	Payment		\$-10.00	\$20.00

RR0059  
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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>
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	Keiwan	\$-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

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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

RR0061300

**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	3.33
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 7:24 pm	6/16/14 6:01 am	10.43
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	11.83
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

PLAINTIFF  
ASHLEIGH PARK

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

303

# EXHIBIT 12

## 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)



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 who ever constitutes a crime. That these actions ~~EXCEPTION WITHIN 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 indemnifies 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 of 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: \_\_\_\_\_

TRUDY CRAZY HORSE III.  
W RUSSELL ROAD  
LAS VEGAS, NV 89118

## 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 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  
309

# **The Crazy Horse III Gentleman's Club**

## **Entertainer Guidelines**

In order to protect our license to serve alcohol and to conduct business as an entertainer venue it is critically important to follow the guidelines below. It is everyone's responsibility to ensure that our privilege to operate and earn our income is safeguarded. Any entertainer, bartender, server, valet, host, hostess, showgirl, manager, etc. that jeopardizes this privilege by committing or allowing the commission of an interaction of the below guidelines will be asked of our team and hospitality professionals.

### **GUIDELINES AND VIOLATIONS:**

#### **I. LEWD AND LASCIVIOUS BEHAVIOR**

This definition varies from one court to the next, but refers to the manner in which the entertainer's interact with the guests of the club. It is your responsibility to learn what is permissible and what is not, however, as a general guideline,

#### **DO NOT**

Do Not touch your breasts, nipples, buttocks or genital area. This may be construed as a lewd and lascivious act as well as potentially an act of prostitution.

Do Not let the guest touch your breasts, nipples, buttock or genital areas. This may be construed as a lewd and lascivious act as well as an act of prostitution.

Do Not pull your T- strap. You can adjust it, but you cannot pull on it to expose anything. Showing of pubic hair or your genitalia is illegal.

Do Not place anything in your mouth in a manner which could be described as simulated oral sex.

Do Not permit guests to place tips anywhere except in the side of your T- strap. \* Reminder: hold out your T- strap on the side while holding down the front of your T- strap. Never allow the guest to pull out your T- strap to tip for any reason. Never allow the guests hand to touch you while tipping.

Do Not touch the guests anywhere below the shoulders and only use the guests shoulders to keep your distance.

INITIAL: \_\_\_\_\_

Always keep at least one (1) of your feet on the floor at all times.

Do Not let anyone (male or female) touch you in a sexual way at any time.

## NO GRINDING

Do Not have any contact at anytime and for any reason between yourself and another entertainer or guest of the club, whereby there is contact between either, your or their anatomically sexual areas. In other words, your breast may never touch any part of a guest's body. Your knee may not come in contact with a guest's genital area. This includes body slides.

Do Not simulate any sex act.

Do Not dance together with another girl in a sexually graphic manner. For example, do not put your head in another entertainer's lap area as though you are performing cunnilingus. This is strictly prohibited and illegal.

## II. PROSTITUTION

Prostitution is defines as any SEXUAL ACT performed for any VALUABLE CONSIDERATION (a valuable consideration may be money, drugs, a car, trip, etc.). If a guest is allowed to touch your buttocks during a dance you may be arrested for prostitution. Rubbing your buttocks does qualify as a sexual act and you are being paid for this act, valuable consideration, hence potential for prostitution charge.

## III. SOLICITATION OF PROSTITUTION

Solicitation of prostitution is defines as OFFERING a sexual act for any valuable consideration. Remember, INTENT is not relevant. It does not matter that you did not intend to actually commit an act of prostitution in order to be charged and convicted of the crime.

## IV. ASSIGNATION OF PROSTITUTION

This is the PROMISE OR AGREEMENT of meeting someone at a later time to perform a sexual act for valuable consideration, again, regardless of intent to actually meet the individual(s).

INITIAL: \_\_\_\_\_

## **V. ALLOWING NARCOTIC USE BY PATRON**

Please understand that the club may lose its liquor license for allowing or for not policing narcotic use by patrons of the club. This includes allowing patrons to arrange for transaction of controlled substances on or off premises, or to knowingly allow patrons or entertainers to engage in conversations about the subject (of narcotics). Please, immediately advise the manager on duty of the suspicion of these transactions.

## **USE POSSESSION, OR BEING UNDER THE INFLUENCE OF A NARCOTIC OR COMPARABLE SUBSTANCES**

You may not be under the influences of, possess, distribute, dispense or use any controlled substance on your way to the club, in the club or on company premises (which includes, but is not limited to, the parking lot and the surrounding buildings whether you are dancing that shift or not).

## **PRESCRIPTION DRUGS**

If you are taking prescription medication and you must take it at work, you must inform the club manager upon arrival at the club.

Anyone who is using prescription or over the counter medication may bring such medication to work with them if the medications are in the original container and the container is clearly labeled as to the contents. Prescription and over the counter medication must not be mixed together. Each medication must be in its original container. Remember: use of medication by anyone other than the person it was prescribed for is illegal.

## **VI. RUDENESS TO ANY GUEST**

If a problem arises, it is your responsibility to notify the manager on duty immediately. We expect the entertainers and the staff to treat our guests with respect and courtesy.

Therefore, we can expect the same treatment from our guests. However, should a problem arise, it must be reported to a manager. At no time will anyone attempt to deal with a disorderly or rude guest on their own.

## **DISHONESTY**

Theft of money or property from the company, the guests, the fellow entertainers or employees is strictly prohibited. This includes the giving away of merchants without prior consent of management, taking money off of the guest's table, or the overcharging of a guest.

INITIAL \_\_\_\_\_

## FIGHTING

Fighting or willful acts that may result in injury to others is strictly prohibited (inside the club, on company premises, or on company business). Likewise, harassment, arguing, or fighting among the staff is also prohibited.

No guns, firearms, or any other weapons are permitted on any company property, at anytime and for any reason. It is everybody's responsibility to enforce this policy throughout the club. If you have any knowledge or suspect that an individual possesses a firearm, please inform management immediately. Some may tell you that they are licensed to carry a firearm, or that they are law enforcement, nevertheless, they may not drink alcohol and carry a firearm. Please note that everyone is on notice and to always fully cooperate with any Law Enforcement Agency.

## VII. HUSTLING (VIOLATION) DEFINITIONS

1. To dance for a guest without asking him/her if he would like you to dance or fail to inform him/her that each dance is for a \$20.00 fee prior to dancing.
2. To tell a guest that he owes you for more than the set fee's for each dance or that you performed more dances than you did.
3. To charge a fee anytime other than a dance charge, etc. Such as "We have to pay the Champagne Host \$20.00 to leave us alone".
4. To insist or imply that a guest must tip you or another entertainer or employee.
5. To insist a guest must pay for any service or product other than those which are clearly authorized by the club.

When [performing as a Crazy Horse III Entertainer, you will be expected to conduct yourself in a professional, mature manner at all times.

Your sincere courtesy, friendliness and businesslike attitude will create the type of positive atmosphere in which our guests can relax and enjoy themselves and that will make them want to return again and again. We should cooperate together as a TEAM to achieve our individual goals.

Your performance is not over until you've personally thanked everyone, invited them back, and said goodbye. Intercept your guests when they are leaving, try not to let anybody you've danced for get out the door without a final thank you and smile.

Your entertainment should have been attentive and intelligent, polished, polite, watchful, prompt, efficient, thoughtful, devoted, sophisticated, friendly, and helpful.

INITIAL \_\_\_\_\_



If you were gracious, personable, adaptable, diplomatic, tactful, cheerful, courteous, sensitive, considerate, and poised then you will get and be able to keep "regular" guests forever.

## VIP

When going into VIP areas it is mandatory that you discuss with the guest IN ADVANCE. If your guest has agreed to an hourly rate then the VIP host must be informed of the agreed upon rate IN ADVANCE. Hustling guests by not setting the rate IN ADVANCE will not be tolerated and will result in your termination.

Entertaining guests by talking to them and making them feel comfortable is every bit important as entertaining them by dancing for them. A well rounded entertainer stimulates a guests mind as well as his or her senses. This way you establish a relationship with the guest that keeps him from feeling hustled and makes him want to come back.

## NON DISCLOSURE

Is an important house policy. At no time are you permitted to disclose any personal information regarding any employee or entertainer to a guest. If a guests asks a specific question, such as, "Is she married?" or "Where does she live?" you should always "play stupid". The appropriate answer would be "I don't know". Disclosing personal information is grounds for immediate termination and other serious ramifications such as a personal lawsuit.

INITIAL \_\_\_\_\_

## THE CRAZY HORSE III ENTERTAINER RULES

1. Make your stages... Do not be late. Wait for your replacement before leaving the stage. You must go down to G-string on stage after first song and leave it off for every song after that.
2. The only ways that you can miss your stage are:
  - a. if you are in the VIP room. You WILL get called off stage. Alert a Floor Host or Manager if you hear your name being called.
  - b. If you pay to go off stage.
3. Hose fees are to be paid before your shift starts.
4. All entertainers must show their Non-Gaming Sheriff's card when they work.
5. All entertainers must sign in and out.
6. **NO GUM.** If you chew gum and stick it under the table or on the floor you will be terminated.
7. No cell phones or pagers.
8. Dress code:
  - a. Your butt must be covered.
  - b. Large tattoos must be covered.
9. Drinking by the entertainers is allowed. Being drunk is not. Pace yourself.
10. Please do not turn down a drink; it does not have to be alcohol. Order something-water. Never discourage bottle sales or you will be terminated.
11. Do not walk around with a cigarette or cell phone.
12. When going into the VIP Room, always check in with a Floor Host or Manager. No entertainer may enter VIP without a host escorting you.
13. Hustling will not be tolerated; all charges must be legitimate. DO NOT run tabs on dances. Get paid after every song to avoid confusion.
14. Customer service is our top priority. All interaction with guests must be friendly and positive. Rudeness is acceptable. If a guest is rude, be polite and excuse yourself, let a manager know. The manager will handle it for you.
15. Booths on the main floor all have minimums. Do not seat guests yourself.
16. Dance dollars can be redeemed for cash at the front desk. There is a 10% redemption fee. Redemption fee and internal club policies are not to be discussed with guests. DO NOT ask guests to reimburse you for the 10% redemption fee.
17. No glitter and no oil.
18. No smoking in the dressing room or in VIP reception.
19. No drinking glasses in the dressing room.
20. Never be rude or disrespectful to any staff member.
21. If solicited for any kind of sexual act, always say NO. Do not jokingly say yes. Inform a manager immediately.
22. Do not complain about club or employees in front of guests. Be supportive of staff at all times. If you have complaints find a manager.
23. Respect the instructions of the Floor Hosts. Especially when they correct your dancing. Non-compliance may lead to suspension or termination of your contract.
24. **DO NOT** ever leave the club in a customer's vehicle. **DO NOT** follow a customer off the property. **DO NOT** ever meet a customer off the premises. You will be terminated. If your boyfriend or girlfriend is to pick you up be sure to alert VALET and Backdoor personnel of your shift.

INITIAL: \_\_\_\_\_

## PRICING

### GUESTS

Cover Charge:

Nevada Residents with a local Driver's License/Identification Card - Free

Out of State: Men and Woman - \$30.00 if they arrive by taxi or limo

## ENTERTAINMENT

### MAIN FLOOR

1 lap dance/song \$20.00

#### VIP:

3 dances for \$100.00

\* One drink minimum

### VIP BOOTHS- 1/2 HOUR

30 minutes/ entertainer \$200.00

\*One drink minimum

### VIP BOOTHS- 1 HOUR

1 hour/entertainer \$400.00

\* 1 drink(s) per hour

### VIP SUITES - 1 HOUR

1 hour/entertainer \$500.00

Guest MUST purchase a bottle (Liquor, Wine, or Champagne) or \$300.00 drink tab

INITIAL \_\_\_\_\_

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# EXHIBIT 13

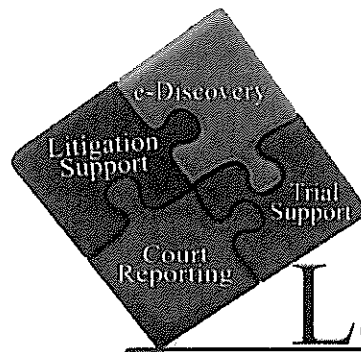
**In The Matter Of:**  
*FRANKLIN v.*  
*RUSSELL ROAD FOOD & BEVERAGE*

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*MICHAELA DEVINE*  
*January 4, 2017*

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*Lawyer Solutions Group*  
*321 S. Casino Center Blvd, Suite 180*  
*Las Vegas, Nevada 89101*



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Lawyer  
**Solutions Group**

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DISTRICT COURT  
CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN, )  
ASHLEIGH PARK, LILY SHEPHERD, )  
STACIE ALLEN, MICHAELA )  
DIVINE, VERONICA VAN WOODSEN, )  
SAMANTHA JONES, KARINA )  
STRELKOVA, LASHONDA, STEWART, ) Case No.  
DANIELLE LAMAR, and DIRUBIN ) A-14-709372  
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 ) . . .

DEPOSITION OF MICHAELA DEVINE  
Taken on Wednesday, January 4, 2017  
At 9:46 o'clock a.m.  
At 630 South Fourth Street  
Las Vegas, Nevada

Reported by: Helen M. Zamba, CCR #439

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(d/b/a CRAZY HORSE III ) . . .  
GENTLEMAN'S CLUB), DOE CLUB )  
OWNER, I-X, ROE CLUB OWNER, )  
I-X, and ROE EMPLOYER, I-X, )  
Defendants. )  
AND RELATED COUNTERCLAIMS )

1 A. (Witness nodding head.) Okay.

2 Q. Do you have a reason to believe this is  
3 inaccurate?

4 A. No.

5 Q. Can you show me on this -- on these two  
6 pages, where it would reflect an early-out fee?

7 A. (Witness reading.) It doesn't have any  
8 early-out fees. That's probably because -- maybe it  
9 wasn't six hours, maybe it was four.

10 Because on all of that paperwork, it says  
11 four. And I would not pay an early-out fee.

12 Q. When you say all of the paperwork, it says  
13 four, what are you referring to?

14 A. My entertainer log -- log-in. It says at  
15 least four hours is what I worked.

16 Q. Okay. Let me just try and clarify what I  
17 think you're saying.

18 A. Uh-huh.

19 Q. So you -- you believe that the minimum  
20 required hours might have been four instead of six?

21 A. Yes.

22 MS. CALVERT: And I'll just do the objection.  
23 Misstates. Sorry.

24 THE WITNESS: Uh-huh.

25 MS. CALVERT: You can --



## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )  
3 ) SS:  
4 COUNTY OF CLARK )

5 I, Helen M. Zamba, a Certified Court Reporter  
6 and Notary Public for the County of Clark, State of  
7 Nevada, do hereby certify:

8 That I reported the taking of the deposition  
9 of the witness, Michaela Devine, commencing on  
10 Wednesday, January 4, 2017, at 9:46 o'clock a.m.

11 That prior to being examined, the witness was  
12 by me duly sworn to testify to the truth.

13 That the foregoing transcript is a complete,  
14 true and accurate transcription of the stenographic  
15 notes of the testimony taken by me in the matter  
16 entitled herein to the best of my knowledge, skill and  
17 ability.

18 That prior to the completion of the  
19 proceedings, the reading and signing of the transcript  
20 was not requested by the witness or a party.

21 I further certify that I am not a relative or  
22 employee of an attorney or counsel of any of the  
23 parties, nor a relative or employee of an attorney or  
24 counsel involved in said action, nor a person  
25 financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my  
hand in my office in the County of Clark, State of  
Nevada, this 23RD day of February, 2017.

/s/ Helen M. Zamba  
Helen M. Zamba, CCR #439

1 MTN

2 GREGORY J. KAMER, ESQ.

3 Nevada Bar No. 0270

4 KAITLIN H. ZIEGLER, ESQ.

5 Nevada Bar No. 013625

6 KAMER ZUCKER ABBOTT

7 3000 W. Charleston Blvd., #3

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9 (702) 259-8640

10 JEFFERY A. BENDAVID, ESQ.

11 Nevada Bar No. 6220

12 STEPHANIE J. SMITH, ESQ.

13 Nevada Bar No. 11280

14 MORAN BRANDON BENDAVID MORAN

15 630 South 4<sup>th</sup> Street

16 Las Vegas, Nevada 89101

17 (702) 384-8424

18 Attorneys for Russell Road Food and Beverage, LLC

19 DISTRICT COURT  
20 CLARK COUNTY, NEVADA

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

27 Plaintiffs,

28 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,  
37 I-X,

38 Defendants.

Case No.: A-14-709372-C

Dept. No.: 31

DEFENDANT, RUSSELL ROAD FOOD  
AND BEVERAGE, LLC'S MOTION  
TO STRIKE PLAINTIFFS' RENEWED  
MOTION FOR CLASS  
CERTIFICATION AND MOTION TO  
STRIKE PLAINTIFFS'  
DECLARATIONS ON AN ORDER  
SHORTENING TIME

DEPARTMENT XXXI  
NOTICE OF HEARING  
DATE 7/11/17 TIME 9:30am  
APPROVED BY [Signature]

AND RELATED COUNTERCLAIMS



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06-23-17 P06:27 IN

[Signature]

1        **DEFENDANT, RUSSELL ROAD FOOD AND BEVERAGE, LLC'S MOTION TO**  
2        **STRIKE PLAINTIFFS' RENEWED MOTION FOR CLASS CERTIFICATION AND**  
3        **MOTION TO STRIKE PLAINTIFFS' DECLARATIONS ON AN ORDER**  
4        **SHORTENING TIME**

5        COMES NOW, Defendant, RUSSELL ROAD FOOD AND BEVERAGE, LLC, a Nevada  
6        limited liability, dba CRAZY HORSE III GENTLEMEN'S CLUB, (the "Defendant" or  
7        "Russell Road"), by and through its attorney of record, GREGORY J. KAMER, ESQ., and  
8        KAITLIN H. ZIEGLER, ESQ., of KAMER ZUCKER ABBOTT, and JEFFERY A.  
9        BENDAVID, ESQ., and STEPHANIE J. SMITH, ESQ., of MORAN BRANDON  
10       BENDAVID MORAN, and hereby submits its MOTION TO STRIKE PLAINTIFFS,  
11       JACQUELINE FRANKLIN, ASHLEIGH PARK, LILY SHEPARD, STACIE ALLEN,  
12       KARINA STRELKOVA, DANIELLE LAMAR, AND MICHAELA MOORE'S (the  
13       "Plaintiffs") RENEWED MOTION FOR CLASS CERTIFICATION AND MOTION TO  
14       STRIKE PLAINTIFFS' DECLARATIONS ON AN ORDER SHORTENING TIME.

15       DATED this 22<sup>nd</sup> day of June, 2017.

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

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25       **KAMER ZUCKER ABBOTT**

26       /s/ Gregory J. Kamer

27       **GREGORY J. KAMER, ESQ.**

28       Nevada Bar No. 0270

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      Attorneys for Defendant



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**ORDER SHORTENING TIME**

This matter having come before this Court upon the Affidavit of Jeffery A. Bendavid, Esq., in Support of Order Shortening Time and the Court having reviewed all of the papers and pleadings on file herein, and for good cause shown, therefore;

IT IS HEREBY ORDERED that the foregoing MOTION TO STRIKE PLAINTIFFS, JACQUELINE FRANKLIN, ASHLEIGH PARK, LILY SHEPARD, STACIE ALLEN, KARINA STRELKOVA, DANIELLE LAMAR, AND MICHAELA MOORE'S (the "Plaintiffs") RENEWED MOTION FOR CLASS CERTIFICATION AND MOTION TO STRIKE PLAINTIFFS' DECLARATIONS ON AN ORDER SHORTENING TIME, be heard on the 11<sup>th</sup> day of July, at the hour of 9:30 a.m./p.m. in the above-entitled Court, or as soon thereafter as counsel may be heard. *Plaintiff's Renewed Motion for class certification will be heard at 9:30am with other motions.*

DATED this 26 day of June, 2017.

*[Signature]*  
JOANNA S. KISHNER  
DISTRICT COURT JUDGE

Motion must be filed/served by: 6/26/17 @ 5pm  
Opposition must be filed/served by: 7/3/17 @ 5pm  
Reply must be filed/served by: 7/6/17 @ 5pm  
Please provide courtesy copies to Chambers upon filing.



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1                   **AFFIDAVIT OF JEFFERY A. BENDAVID, ESQ. IN SUPPORT OF ORDER**  
2                   **SHORTENING TIME AND MOTION TO STRIKE**

3           COUNTY OF CLARK           )  
4    ) ss:  
5           STATE OF NEVADA           )

6           I, JEFFERY A. BENDAVID, ESQ., declare under penalty of perjury that matters set  
7           forth herein are true to the best of my knowledge.

8           1.       I, the Affiant, am an attorney duly licensed to practice law in the State of  
9           Nevada.

10          2.       I am counsel for Defendant/Counterclaimant, RUSSELL ROAD FOOD AND  
11          BEVERAGE, LLC, a Nevada Limited Liability company (d/b/a CRAZY HORSE III  
12          GENTLEMEN'S CLUB), in the above-referenced matter.

13          3.       This Motion to Strike Plaintiffs' Renewed Motion for Class Certification and  
14          Motion to Strike Plaintiffs' Declarations on an Order Shortening Time is not brought to harass  
15          or annoy, but to promote efficiency and justice, and to prevent any further harm to Russell  
16          Road.

17          4.       On June 7, 2017, Plaintiffs filed a "Renewed Motion" for Class Certification  
18          that is currently set for hearing before this Court on July 11, 2017, at 09:00 a.m.

19          5.       Since the time the Court denied Plaintiffs' original Motion for Class  
20          Certification, Plaintiffs have not served Russell Road with any additional discovery, have not  
21          schedule any additional depositions of witness, and have not disclosed any additional  
22          documents supportive of class certification.

23          6.       As set forth in detail in Motion to Strike Plaintiffs' Declarations on an Order  
24          Shortening Time, Plaintiffs' Renewed Motion for Class Certification and the Declarations  
25          utilized in support of their Motion is contrary to Nevada law and Nevada's Rules of Civil  
26          Procedure.



27                   MORAN BRANDON  
28                   BENDAVID MORAN  
                    ATTORNEYS AT LAW

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1 Procedure, and therefore, should be struck from the record as a fugitive document or this  
2 Court should not consider Plaintiffs' Renewed Motion for Class Certification.

3 7. As a result, setting a hearing in the ordinary course of the Court's business on  
4 this Motion to Strike Plaintiffs' Renewed Motion for Class Certification and Motion to Strike  
5 Plaintiffs' Declarations would result the Court hearing this motion well after the July 11, 2017  
6 hearing date currently set for Plaintiffs' Renewed Motion for Class Certification.


8 8. Accordingly, Russell Road's Motion to Strike Plaintiffs' Renewed Motion for  
9 Class Certification and Motion to Strike Plaintiffs' Declarations an Order Shortening Time  
10 would be rendered moot as this Court will have already considered on July 11, 2017, the  
11 merits of Plaintiffs' Renewed Motion for Class Certification.

12 9. An Order Shortening Time setting the hearing date for Russell Road's Motion  
13 to Strike Plaintiffs' Renewed Motion for Class Certification and Motion to Strike Plaintiffs'  
14 Declarations an Order Shortening Time prior to or at the same date and time as the July 11,  
15 2017 hearing currently set for Plaintiffs' Renewed Motion for Class Certification is warranted  
16 to provide Russell Road an opportunity to present to the Court its arguments supporting why  
17 this Court should strike and/or not consider Plaintiffs' Renewed Motion for Class  
18 Certification.  
19  
20

21 **FURTHER AFFIANT SAYETH NAUGHT.**

22   
23  
24 **JEFFERY A. BENDAUID, ESQ.**

25 SUBSCRIBED AND SWORN to before me  
26 this 22 day of June, 2017.

27   
28 **NOTARY PUBLIC of and for**  
**said County and State**



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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs' Renewed Class Certification is nothing more than Plaintiffs' brazen attempt  
4 to have this Court "rehear" Plaintiffs' original Motion for Class Certification. Originally,  
5 Plaintiffs sought certification of their proposed class without giving any consideration to  
6 Nevada law, the newly enacted Nevada statute that conclusively presumes Plaintiffs are  
7 independent contractors, and the clear requirements of Nevada's Rules of Civil Procedure  
8 regarding class action. Accordingly, this Court denied Plaintiffs' original Motion for Class  
9 Certification.  
10

11  
12 However, this Court denied Plaintiffs' original Motion for Class Certification "without  
13 prejudice," which afforded Plaintiffs an opportunity to file a new motion with new evidence  
14 and new arguments that possibly could have convinced the Court to certify Plaintiffs' class.  
15 Plaintiffs failed to seize upon the Court's generosity. Plaintiffs did not conduct any additional  
16 discovery. Plaintiffs did not disclose any new evidence. Plaintiffs took no action whatsoever  
17 prior to the close of the discovery period on May 19, 2017.  
18

19 Rather than file a new Motion for Class Certification, Plaintiffs, instead, filed a Motion  
20 for Summary Judgment against Russell Road's Counterclaims, which this Court decided on  
21 the merits of this case. Thereafter, Plaintiffs filed their attempted Renewed Motion for Class  
22 Certification, which consists of nothing more than attaching their prior Motion for Class  
23 Certification as support for class certification. Plaintiffs' "renewed" Motion for Class  
24 Certification, on its face, fails because this Court has already denied Plaintiffs' Motion for  
25 Class Certification based on the exact allegations and arguments provided again in Plaintiffs'  
26 Renewed Motion for Class Certification. As a result, Nevada's Rules of Civil Procedure and  
27  
28



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1 the local rules for the Eighth Judicial District Court prohibit this Court from considering  
2 Plaintiffs' "renewed" motion. As explained in detail below, this Court should grant Russell  
3 Road's Motion to Strike Plaintiffs' Renewed Motion for Class Certification and Motion to  
4 Strike Plaintiffs' Declarations on an Order Shortening Time since:

5  
6 1. EDCR 2.24(a) prohibits the Court from considering Plaintiffs' previously disposed  
of Motion for Class Certification;

7  
8 2. Plaintiffs failed to file their Renewed Motion for Class Certification within the  
time required by EDCR 2.24(b); and

9  
10 3. Plaintiffs' Declarations filed in support of Plaintiffs' Renewed Motion for Class  
Certification fail to meet the requirements of EDCR 2.21(a).

## 11 II. FACTS

12 On November 4, 2014, Plaintiffs commenced their action against Russell Road. *See*  
13 Complaint at 1. On April 27, 2016, more than 17 months after Plaintiffs commenced their  
14 action, Plaintiffs filed their original Motion for Class Certification. *See* Motion for Class  
15 Certification at 1. Immediately thereafter, Plaintiffs vacated the June 14, 2016 scheduled  
16 hearing on their Motion for Class Certification indefinitely. *See* Stipulation and Order to  
17 Vacate Hearing Date dated June 8, 2016. Plaintiffs did not reschedule the hearing on their  
18 Motion for Class Certification until January 10, 2017, which was more than 26 months after  
19 the commencement of Plaintiffs' action on November 4, 2014, and more than six (6) months  
20 from Plaintiffs' vacation of the originally schedule hearing set for June 8, 2016. *See* Order  
21 Denying Motion for Class Certification.

22  
23 During this six (6) month period, Plaintiffs never amended or altered their Motion for  
24 Class Certification. *See Id.* Plaintiffs simply rescheduled the hearing date on their motion  
25 originally filed on June 8, 2016. *See Id.*



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1 This Court held hearings on Plaintiffs' Motion for Class Certification on January 10,  
2 2017 and again on March 16, 2017. *See Id.* After hearing the arguments presented and  
3 considering the filings made in support of and in opposition to Plaintiffs' Motion for Class  
4 Certification, this Court denied Plaintiffs' Motion for Class Certification without prejudice.  
5 *See Id.*  
6

7 After the Court denied Plaintiffs' Motion for Class Certification, Plaintiffs did not  
8 serve any additional discovery on Russell Road. *See supra.* Plaintiffs did not schedule or  
9 taken any additional depositions of any witness. *See Id.* Plaintiffs did not disclose any  
10 additional documents that could support any new motion for class certification. *See Id.* The  
11 period for discovery closed on May 19, 2017, without any further activity by Plaintiffs. *See*  
12 *Stipulation and Order to Extend Discovery.*  
13

14 In the interim, however, Plaintiffs filed a Motion for Summary Judgment against  
15 Russell Road's Counterclaims on April 10, 2017. *See Motion for Summary Judgment on*  
16 *Defendant Counterclaims at 1.* On April 11, 2017, Russell Road filed its separate Motion for  
17 Summary Judgment against Plaintiffs, Stacie Allen and Michaela Moore. *See Motion for*  
18 *Summary Judgment against Plaintiffs, Stacie Allen and Michaela Moore at 1.*  
19

20 On June 1, 2017, this Court heard arguments regarding Plaintiffs' Motion for  
21 Summary Judgment and Russell Road's Motion for Summary Judgment. *See Minute Order*  
22 *dated June 16, 2017.* During that hearing, this Court granted in part and denied in part,  
23 Plaintiffs' Motion for Summary Judgment and ordered supplemental briefing regarding  
24 Russell Road's Motion for Summary Judgment. *See Id.* This supplemental briefing was filed  
25 on June 15, 2016, and this Court, on June 23, 2017 (in Chambers), will have rendered a  
26  
27  
28



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1 second decision on the merits addressed in Russell Road's Motion for Summary Judgment  
2 against Plaintiffs' Stacie Allen and Michaela Moore. *See Id.*

3 On June 2, Russell Road filed a separate Motion to Dismiss for lack of subject  
4 jurisdiction. *See Motion to Dismiss at 1.* This motion, if granted, will be dispositive the entire  
5 matter since as argued therein, this Court lacks subject matter jurisdiction over each remaining  
6 Plaintiffs' matter. *See Id.*

7  
8 Despite of all of these dispositive motions filed since the Court denied Plaintiffs'  
9 original Motion for Class Certification, Plaintiffs did not file their "Renewed Motion for Class  
10 Certification" until June 7, 2017, and did so without first moving this Court for leave. *See*  
11 *Renewed Motion for Class Certification at 1.* Plaintiffs' Renewed Motion for Class  
12 Certification contains nothing more than the identical allegations, citations, and arguments  
13 provided in their first Motion for Class Certification, which was as an exhibit. *See Renewed*  
14 *Motion for Class Certification at 5, and at Exhibit "B."*

15  
16 Since Plaintiffs' June 7, 2017, filing of their Renewed Motion for Class Certification,  
17 Plaintiff, Samantha Jones has voluntarily dismissed her complaint against Russell Road. *See*  
18 *Stipulation and Order.* Additionally on June 19, 2017, Russell Road filed its Motion for  
19 Summary Judgment against Plaintiffs and Plaintiffs filed a separate Motion for Summary  
20 Judgment against Russell Road. *See Russell Road's Motion for Summary Judgment at 1. See*  
21 *also, Plaintiffs' Motion for Summary Judgment at 1.* Both of which are dispositive of and will  
22 be decided on the merits of each case. *See Id.*

23  
24 As demonstrated below, Plaintiffs' Renewed Motion for Class Certification should be  
25 struck as a fugitive document, or otherwise not heard by this Court since Plaintiffs' Renewed  
26 Motion for Class Certification fails to comply with the clear requirements of Nevada's Rules  
27  
28



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1 of Civil Procedure and the Local Rules of the Eighth Judicial District Court and in reality, is  
2 an improper motion for reconsideration prohibited by EDCR 2.24 and EDCR 2.20.

## 3 **II. LEGAL STANDARD**

4 In Nevada, Courts have the power to strike or disregard a party's submissions other  
5 than pleadings as fugitive documents should such documents not comply with the Rules of  
6 Civil Procedure. *See e.g., State ex rel. Mathews v. Murray*, 70 Nev. 116, 118, 258 P.2d 982,  
7 983 (1953) (granting Motion to Strike supplemental matters as fugitive documents); and  
8 *Campbell v. Baskin*, 68 Nev. 469, 235 P.2d 729 (1951) (striking affidavit from opening brief  
9 as a fugitive document and declaring that such documents cannot be regarded as forming any  
10 part of the record). *See also, EDCR 1.10. See also, e.g., Tagle v. Lieutenant Bean*, 2017 U.S.  
11 Dist. LEXIS 75922 at \*8-9 (D. Nev. May 18, 2017) (recognizing a court's inherent power  
12 over the administration of its business and to enforce rules for the management of litigation,  
13 which includes the striking of fugitive documents). A document not permitted by the Rules of  
14 Civil Procedure or by Court order is a "fugitive document" and must be stricken from record.  
15 *See e.g., Tagle*, 2017 U.S. Dist. LEXIS 75922 at \*9.

16 Further, EDCR 2.21(c) permits a court to strike, wholly, or in part, any declaration  
17 presented in support of any motion that does not conform with the requirements of EDCR  
18 Rule 2.21 and NRCP 56(e). NRCP 56(e) requires that all declarations must set forth facts that  
19 would be admissible in evidence and show affirmatively that the declaration is competent to  
20 testify to the matters stated therein.

21 As demonstrated below, Plaintiffs' Renewed Motion for Class Certification should be  
22 struck as a fugitive document, or otherwise not heard by this Court since Plaintiffs' Renewed  
23



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28  
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1 Motion for Class Certification fails to comply with the clear requirements of Nevada's Rules  
2 of Civil Procedure and the Local Rules of the Eighth Judicial District Court.

#### 3 **IV. ARGUMENT**

##### 4 **A. Plaintiffs' "Renewed Motion for Class Certification" Must Be Struck From the** 5 **Record Since EDCR 2.24(a) Prohibits the Renewal of A Previously Disposed of** 6 **Motion.**

7 EDCR 2.24(a) provides:

8 No motions once heard and disposed of may be renewed in the same cause,  
9 nor may the same matters therein embraced be reheard, **unless by leave of**  
10 **the court granted upon motion therefor**, after notice of such motion to  
the adverse parties. (*Emphasis Added*).

11 As plainly stated above, EDCR 2.24(a) prohibits the renewal or rehearing of any  
12 motion already ruled upon by this Court, unless the renewing party first moves for permission  
13 to renew their motion. *See supra*. Here, Plaintiffs have filed their "Renewed Motion for Class  
14 Certification" on June 7, 2017, without first moving this Court for leave to do so. *See*  
15 *Renewed Motion for Class Certification* at 1. In their renewed Motion, Plaintiffs have not  
16 changed a single argument or allegation of fact supposedly demonstrating the need for the  
17 certification of a class. *See Id.* at 1-2. In fact, Plaintiffs have gone as far as to attach their  
18 prior Motion for Class Certification incorporating the identical allegations, citations, and  
19 arguments provided in their first Motion for Class Certification as an exhibit to their renewed  
20 motion supposedly as supporting their renewed motion. *See* *Renewed Motion for Class*  
21 *Certification* at 5, and at Exhibit "B." Since Plaintiffs have not filed any new arguments or  
22 evidence supporting class certification, Plaintiff "renewed motion," on its face, is simply a  
23 Motion to Rehear Plaintiffs' Motion for Class Certification. As such, Plaintiffs were required  
24 by EDCR 2.24(a) to seek leave from this Court to file their "renewed" motion since this Court  
25 already heard and disposed of the identical motion and arguments on March 16, 2017. *See*  
26  
27  
28



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1 Order Denying Motion for Class Certification. Plaintiffs never sought any leave from the  
2 Court. Therefore, Plaintiffs' Renewed Motion for Class Certification must be struck, or  
3 otherwise not heard by the Court.

4 Of course, Plaintiffs will contend that they had a right to "renew" their Motion for  
5 Class Certification because the Court denied their original Motion for Class Certification  
6 "without prejudice." Such a contention is incorrect. On March 16, 2017, this Court heard  
7 arguments regarding Plaintiffs' Motion for Class Certification. *See* Order denying Motion for  
8 Class Certification. After considering the briefs on file and the arguments made during this  
9 hearing, this Court denied Plaintiffs' Motion for Certification "without prejudice." *See Id.*

10 The Court's denial of Plaintiffs' original Motion for Class Certification "without  
11 prejudice" did not permit Plaintiffs to simply re-file their original Motion for Class  
12 Certification at a later date. *Cf.* EDCR 2.24(a). Plaintiffs could only file a new Motion for  
13 Class Certification identifying additional facts or asserting additional arguments that somehow  
14 could persuade the Court that class certification was warranted. *See* Black's Law Dictionary  
15 Free Online Legal Dictionary 2<sup>nd</sup> Ed. (where a motion is denied "without prejudice" it is  
16 meant as a declaration that such denial does not operate as a bar to a subsequent new motion).  
17 Plaintiffs' Renewed Motion for Class Certification did not provide any new arguments or  
18 evidence and in fact, is only supported by Plaintiffs' previously denied Motion for Class  
19 Certification. *See supra.* Therefore, Plaintiffs' Renewed Motion for Class Certification  
20 violates EDCR 2.24(a) and must be struck from the record as a fugitive document, or  
21 otherwise not heard by the Court.  
22  
23  
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28



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1 **B. Plaintiffs' "Renewed Motion for Class Certification" Must Be Struck From the**  
2 **Record Since Plaintiffs Failed to File Within The Time Provided by EDCR 2.24(b).**

3 Plaintiffs' Renewed Motion for Class Certification also is untimely pursuant to EDCR  
4 2.24(b). EDCR 2.24(a) provides:

5 A party seeking reconsideration of a ruling of the court, other than any  
6 order which may be addressed by motion pursuant to N.R.C.P. 50(b), 52(b),  
7 59 or 60, must file a motion for such relief **within 10 days after service of**  
8 **written notice of the order or judgment** unless the time is shortened or  
enlarged by order. (*Emphasis Added*).

9 As plainly stated above, EDCR 2.24(b) prohibits the reconsideration of the Court's  
10 Order Denying Plaintiffs' Motion for Class Certification, unless it was filed within 10 days of  
11 the Court's written Order. *See supra*. Here, Plaintiffs have filed their "Renewed Motion for  
12 Class Certification" on June 7, 2017, which was far outside the 10 day requirement of EDCR  
13 2.24(b). *See* Renewed Motion for Class Certification at 1.

14 In Plaintiffs' Renewed Motion for Class Certification, Plaintiffs have not changed a  
15 single argument or allegation of fact supposedly demonstrating the need for the certification of  
16 a class. *See Id.* at 1-2. Plaintiffs also have not provide any new evidence or asserted any new  
17 legal arguments justifying class certification. *See Id.* As a result, Plaintiffs' Renewed Motion  
18 for Class Certification is simply a motion for reconsideration requesting that this Court  
19 reconsider its Order Denying Plaintiffs' original Motion for Certification based on the same  
20 facts and arguments provided in their original Motion for Certification. *See Id.*

21 Accordingly, Plaintiffs Renewed Motion for Class Certification is untimely since  
22 Plaintiffs did not file their Renewed Motion for Class Certification until June 7, 2017, or  
23 sixty-two (62) days after the entry of the Court's Order on April 6, 2017. Therefore,  
24 Plaintiffs' Renewed Motion for Class Certification must be struck from the record as a  
25 fugitive document.  
26  
27  
28



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1 **C. Plaintiffs' Declarations Provided In Support of Plaintiffs' Renewed Motion for Class**  
2 **Certification Must Be Struck Since Plaintiffs' Supporting Declarations Fail to Meet**  
3 **the Requirements of EDCR 2.21(a).**

4 EDCR 2.21(a) requires that any factual contentions involved in any pretrial motion  
5 must be initially presented upon affidavits, unsworn declarations under penalty of perjury,  
6 depositions, answers to interrogatories, or admissions on file. Where a party utilizes affidavits  
7 or unsworn declarations to support the factual contentions asserted in any pretrial motion, such  
8 supporting affidavits/declarations must conform with NRCP 56(e) and contain only factual,  
9 evidentiary matters. Otherwise, EDCR 2.21(a) permits a court to strike all, or any portion of a  
10 supporting affidavit/declaration that is defective. NRCP 56(e) requires that a supporting  
11 affidavit/declaration be made on personal knowledge. Also, any supporting  
12 affidavit/declaration is required to set forth such facts "as would be admissible in evidence."  
13 NRCP 56(e).  
14

15 As support for Plaintiffs' Renewed Motion for Class Certification, Plaintiffs have  
16 attached an unsworn declaration from each of the remaining individual Plaintiffs. See  
17 Renewed Motion for Class Certification at Exhibits "A-1" to "A-6." On their face, these  
18 declarations are deficient. EDCR 2.21(a) requires that any declaration used to support factual  
19 contentions of a pretrial motion must be "under penalty of perjury." Here, each of the  
20 Declarations submitted fail to make any statement that each Declarant is making the factual  
21 contentions provided in each Declaration "under penalty of perjury." As such, Plaintiffs'  
22 Declarations are facially deficient and should be struck from Plaintiffs' Renewed Motion for  
23 Class Certification.  
24  
25

26 Further, Plaintiffs' supporting Declarations should be struck since each Declarations  
27 and the contents therein are not admissible. Under Nevada law, the Court has broad discretion  
28



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1 to determine the admissibility of evidence. *See State ex. rel. Department of Highways v.*  
2 *Nevada Aggregates*, 92 Nev. 370, 376, 551 P.2d 1095, 1098 (1976). Nonetheless, the Court  
3 may exclude evidence where “its probative value is substantially outweighed by the danger of  
4 unfair prejudice, . . . confusion of issues, or . . . misleading jury. *Southern Pac. Transp. Co.*  
5 *v. Fitzgerald*, 94 Nev. 241, 243, 577 P.2d 1234, 1235 (1978) (quoting NRS 48.035(1)).  
6

7 Here, Plaintiffs’ declarations and the contents thereof should not be admitted as  
8 evidence since admission would unfairly prejudice Russell Road. To begin with, Plaintiffs  
9 have provided these Declarations and made factual contentions without being under any  
10 penalty of perjury. *See supra*. Accordingly, Russell Road has no assurance that the each  
11 Declaration was made by the party alleged or that the contents of which are true and accurate  
12 under oath.  
13

14 Next, Plaintiffs’ Declarations are asserted as support of factual contentions after the  
15 period of discovery closed on May 19, 2017. *See Id.* Plaintiffs never disclosed these  
16 Declarations during the period of discovery. *See Id.* As such, these Declarations were never  
17 part of the evidentiary record and more importantly, Russell Road never had any opportunity  
18 to conduct discovery of the facts asserted therein.  
19

20 Additionally, each Plaintiff had been deposed under oath previously. *See supra*. Yet,  
21 Plaintiffs did not cite to any part of their deposition testimony to support the factual  
22 contentions, but instead, provided these “new” Declarations outside the period of discovery  
23 without even subjecting themselves to be under a penalty of perjury. *See Id.*  
24

25 Therefore, Plaintiffs’ Declarations supporting their Renewed Motion for Class  
26 Certification should not be admitted and further should be struck from the record as fugitive  
27 documents. Consequently, Plaintiffs’ Renewed Motion for Class Certification should also be  
28



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1 struck since Plaintiffs failed to comply with the requirements of EDCR 2.20 and 2.21 since  
2 Plaintiffs failed to provide any Declarations or other evidence that support their Renewed  
3 Motion for Class Certification that comply with the requirements of NRCP 56(e).

4  
5 **V. CONCLUSION**

6 Based on the arguments provided above, Russell Road respectfully requests that this  
7 Court grant its Motion to Strike Plaintiffs' Renewed Motion for Class Certification and  
8 Motion to Strike Plaintiffs' Declarations on an Order Shortening Time.

9  
10 DATED this 22<sup>nd</sup> day of June, 2017.

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12 /s/ Jeffery A. Bendavid.

13 **JEFFERY A. BENDAVID, ESQ.**

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18 /s/ Gregory J. Kamer

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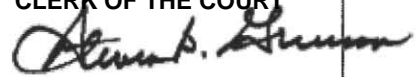
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1 **OPP**

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

19 **DISTRICT COURT**  
20 **CLARK COUNTY, NEVADA**

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

27 Plaintiffs,

28 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,  
37 I-X,

38 Defendants.

39 **AND RELATED COUNTERCLAIMS**

Case No.: A-14-709372-C

Dept. No.: 31

**DEFENDANT, RUSSELL ROAD FOOD  
AND BEVERAGE, LLC'S  
OPPOSITION TO PLAINTIFFS'  
RENEWED MOTION FOR CLASS  
CERTIFICATION**



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1 **DEFENDANT, RUSSELL ROAD FOOD AND BEVERAGE, LLC'S OPPOSITION TO**  
2 **PLAINTIFFS' RENEWED MOTION FOR CLASS CERTIFICATION**

3 COMES NOW, Defendant, RUSSELL ROAD FOOD AND BEVERAGE, LLC, a Nevada  
4 limited liability, dba CRAZY HORSE III GENTLEMEN'S CLUB, (the "Defendant" or  
5 "Russell Road"), by and through its attorney of record, GREGORY J. KAMER, ESQ., and  
6 KAITLIN H. ZIEGLER, ESQ., of KAMER ZUCKER ABBOTT, and JEFFERY A.  
7 BENDAVID, ESQ., and STEPHANIE J. SMITH, ESQ., of MORAN BRANDON  
8 BENDAVID MORAN, and hereby submits its OPPOSITION TO PLAINTIFFS,  
9 JACQUELINE FRANKLIN, ASHLEIGH PARK, LILY SHEPARD, STACIE ALLEN,  
10 KARINA STRELKOVA, DANIELLE LAMAR, AND MICHAELA MOORE'S (the  
11 "Plaintiffs") RENEWED MOTION FOR CLASS CERTIFICATION.  
12

13 DATED this 26<sup>th</sup> day of June, 2017.  
14

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16 /s/ Jeffery A. Bendavid,

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs' Renewed Class Certification is nothing more than Plaintiffs' attempt to have  
4 this Court "rehear" Plaintiffs' original Motion for Class Certification without demonstrating in  
5 any way that their newly proposed "Subclasses" meet the requirements of a class action.  
6 Originally, Plaintiffs sought certification of their proposed class without giving any  
7 consideration to Nevada law, the newly enacted Nevada statute that conclusively presumes  
8 Plaintiffs are independent contractors, and the clear requirements of Nevada's Rules of Civil  
9 Procedure regarding class action. Appropriately, this Court denied Plaintiffs' original Motion  
10 for Class Certification.  
11

12  
13 Now, Plaintiffs have filed their 2-page "Renewed" Motion for Class Certification,  
14 which literally consists of nothing more than attaching their prior Motion for Class  
15 Certification as support for class certification, in the desperate hope that they can somehow  
16 overcome Nevada law that conclusively presumes Plaintiffs to be independent contractors. As  
17 explained in detail below, Plaintiffs' "renewed" Motion for Class Certification must be denied  
18 because this Court has already denied Plaintiffs' Motion for Class Certification based on the  
19 exact allegations and arguments provided again in Plaintiffs' Renewed Motion for Class  
20 Certification and Plaintiffs have not asserted any new evidence or arguments that overcomes  
21 their previous denial. Specifically, Plaintiffs' Renewed Motion for Class Certification must be  
22 denied since:  
23

24  
25 1. Plaintiffs' proposed Subclasses do not alter in any way the fact that Plaintiffs are  
26 not similarly situated to the class they proposed to represent;

27 2. Plaintiffs have not sought leave from the Court to amend their Third Amended  
28 Complaint to assert two (2) new Subclasses;



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1 3. Plaintiffs have not demonstrated that each newly proposed Subclass independently  
2 meets the requirements of a class action;

3 4. Plaintiffs' Renewed Motion for Class Certification is untimely;

4 5. The Court's Order Denying Plaintiffs' original Motion for Class Certification  
5 cannot be altered or amended since decisions on the merits of this case have occurred; and

6 6. The individual Plaintiffs allegedly representing the potential class members of  
7 Plaintiffs' newly proposed second Subclass cannot adequately represent such potential class  
8 members because Plaintiffs cannot recover on their claim for Unjust Enrichment.

## 8 **II. FACTS**

9 On November 4, 2014, Plaintiffs commenced their action against Russell Road. *See*  
10 Complaint at 1. On April 27, 2016, more than 17 months after Plaintiffs commenced their  
11 action, Plaintiffs filed their original Motion for Class Certification. *See* Motion for Class  
12 Certification at 1. Immediately thereafter, Plaintiffs vacated the June 14, 2016 scheduled  
13 hearing on their Motion for Class Certification indefinitely. *See* Stipulation and Order to  
14 Vacate Hearing Date dated June 8, 2016. Plaintiffs did not reschedule the hearing on their  
15 Motion for Class Certification until January 10, 2017, which was more than 26 months after  
16 the commencement of Plaintiffs' action on November 4, 2014, and more than six (6) months  
17 from Plaintiffs' vacation of the originally scheduled hearing set for June 8, 2016. *See* Order  
18 Denying Motion for Class Certification.  
19  
20

21 Plaintiffs allegedly vacated their Motion for Class Certification to conduct discovery  
22 and obtain evidence demonstrating the requirements for a class action. However, during this  
23 six (6) month period, Plaintiffs never amended or altered their Motion for Class Certification  
24 to add any newly discovered evidence. *See Id.* Plaintiffs simply rescheduled the hearing date  
25 on their motion originally filed on June 8, 2016. *See Id.*  
26



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1           Nonetheless, this Court held hearings on Plaintiffs' Motion for Class Certification on  
2 January 10, 2017 and again on March 16, 2017. *See Id.* After hearing the arguments  
3 presented and considering the filings made in support of and in opposition to Plaintiffs'  
4 Motion for Class Certification, this Court denied Plaintiffs' Motion for Class Certification  
5 without prejudice. *See Id.* Plaintiffs' original Motion for Class Certification was denied  
6 because the Court determined that NRS 608.0155 applied to this matter and the deposition  
7 testimony of the individual Plaintiffs demonstrated that Plaintiffs could not adequately  
8 represent the members of Plaintiffs' proposed class. *See Transcript of Proceedings at 14-15, a*  
9 *copy of which is attached hereto and incorporated herein as Exhibit "A."*  
10

11           After the Court denied Plaintiffs' Motion for Class Certification, Plaintiffs did not  
12 serve any additional discovery on Russell Road. *See Renewed Motion at 1-2.* Plaintiffs did  
13 not schedule or taken any additional depositions of any witness. *See Id.* Plaintiffs did not  
14 disclose any additional documents that could support any new motion for class certification.  
15 *See Id.* The period for discovery closed on May 19, 2017, without any further activity by  
16 Plaintiffs. *See Stipulation and Order Extending Discovery.*  
17

18           In the interim, however, Plaintiffs filed a Motion for Summary Judgment against  
19 Russell Road's Counterclaims on April 10, 2017. *See Motion for Summary Judgment on*  
20 *Defendant Counterclaims at 1.* On April 11, 2017, Russell Road filed its separate Motion for  
21 Summary Judgment against Plaintiffs, Stacie Allen and Michaela Moore. *See Motion for*  
22 *Summary Judgment against Plaintiffs, Stacie Allen and Michaela Moore at 1.*  
23

24           On June 1, 2017, this Court heard arguments regarding Plaintiffs' Motion for  
25 Summary Judgment and Russell Road's Motion for Summary Judgment. *See Minute Order*  
26 *dated June 16, 2017.* During that hearing, this Court granted in part and denied in part,  
27  
28



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1 Plaintiffs' Motion for Summary Judgment and ordered supplemental briefing regarding  
2 Russell Road's Motion for Summary Judgment. *See Id.* This supplemental briefing was filed  
3 on June 15, 2016, and this Court, on June 23, 2017 (in Chambers), rendered a second decision  
4 on the merits and denied Russell Road's Motion for Summary Judgment against Plaintiffs'  
5 Stacie Allen and Michaela Moore. *See Minutes* dated June 23, 2017.  
6

7 On June 2, Russell Road filed a separate Motion to Dismiss for lack of subject matter  
8 jurisdiction. *See Motion to Dismiss* pursuant to NRCP 12(b)(1) and 12(h)(3) at 1. This  
9 motion, if granted, is dispositive the entire matter since as argued therein, this Court lacks  
10 subject matter jurisdiction over each remaining Plaintiffs' matter since Plaintiffs have not  
11 asserted facts granting this Court subject matter jurisdiction and to a legal certainty, Plaintiffs'  
12 damages cannot meet the minimum threshold required for this Court to have subject matter  
13 jurisdiction. *See Id.*  
14

15 Despite of all of these motions filed since the Court denied Plaintiffs' original Motion  
16 for Class Certification, Plaintiffs did not file their "Renewed Motion for Class Certification"  
17 until June 7, 2017, and did so without first moving this Court for leave. *See Renewed Motion*  
18 for Class Certification at 1. Plaintiffs are required to obtain leave from the Court because  
19 Plaintiffs' Renewed Motion for Class Certification contains nothing more than the identical  
20 allegations, citations, and arguments provided in their first Motion for Class Certification,  
21 which Plaintiffs literally attached and incorporated as an exhibit and Plaintiffs' Renewed  
22 Motion for Class Certification fails to identify any new evidence or new arguments supporting  
23 the renewal of Plaintiffs' previously denied. *See EDCR 2.24(a)* and also, *Id.* at 1-2, and at  
24 Exhibit "B."  
25  
26



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1 Since Plaintiffs' June 7, 2017, filing of their Renewed Motion for Class Certification,  
2 Plaintiff, Samantha Jones has voluntarily dismissed her complaint against Russell Road. *See*  
3 Stipulation and Order. Additionally on June 19, 2017, Russell Road filed its Motion for  
4 Summary Judgment against Plaintiffs and Plaintiffs filed a separate Motion for Summary  
5 Judgment against Russell Road. *See* Russell Road's Motion for Summary Judgment at 1. *See*  
6 also, Plaintiffs' Motion for Summary Judgment at 1. Both of which are dispositive of and will  
7 be decided on the merits of each case. *See Id.*

9 As demonstrated below, Plaintiffs' Renewed Motion for Class Certification should be  
10 struck as a fugitive document, or otherwise not heard by this Court since Plaintiffs' Renewed  
11 Motion for Class Certification fails to comply with the clear requirements of Nevada's Rules  
12 of Civil Procedure and the Local Rules of the Eighth Judicial District Court.

## 14 **II. LEGAL STANDARD**

15 N.R.C.P. 23 specifies the circumstances under which a case proceeds as a class  
16 action. *See Shuette v. Beazer Homes Holdings Corporation*, 121 Nev. 837, 846, 124 P.3d  
17 530, 537 (2005). Under N.R.C.P. 23, Plaintiffs bear the burden to prove that their case is  
18 appropriate for resolution as a class action. *See Id.* (citing *Cummings v. Charter Hospital*,  
19 111 Nev. 639, 643, 896 P.2d 1137, 1140 (1995)). Plaintiffs only can meet this burden by  
20 demonstrating the four prerequisites; (1) numerosity; (2) commonality; (3) typicality; and  
21 adequacy. *See Id.* at 846.

23 As demonstrated below, Plaintiffs' Renewed Motion for Class Certification must be  
24 denied since Plaintiffs' Renewed Motion for Class Certification violates Nevada's Rules of  
25 Civil Procedure and the Local Rules of Procedure for the Eighth Judicial District Court and  
26



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1 Plaintiffs have failed to provide any new evidence or legal arguments that demonstrates this  
2 matter is appropriate for resolution as a class action.

3 **IV. ARGUMENT**

4 **A. Plaintiffs' "Renewed Motion for Class Certification" Must Be Denied Since**  
5 **Plaintiffs' Proposed Subclasses Does Not Alter In Any Manner The Fact That**  
6 **Plaintiffs Are Not Similarly Situated to the Class They Represent.**

7 Plaintiffs' 2-page Renewed Motion for Class Certification proposes two entirely new  
8 Subclasses. *See* Renewed Motion for Class Certification at 1-2. The first Subclass pertains  
9 only to Plaintiffs' first claim for relief for the alleged violation of the Minimum Wage  
10 Amendment and allegedly is comprised of:

11 All persons who possess a social security number who have worked at the  
12 Club as dancers at the Club at any time on or after November 2, 2012 and  
13 going forward until the entry of judgment in this matter. *Id.* at 1.

14 Plaintiffs' proposed second Subclass pertains only to Plaintiffs' improper second claim  
15 for relief for Unjust Enrichment and allegedly is comprised of:

16 All persons who possess a social security number who have worked at the  
17 Club as dancers at the Club at any time on or after November 2, 2010 and  
18 going forward until the entry of judgment in this matter. *Id.* at 1.

19 Plaintiffs contend in their Renewed Motion for Class Certification that a discrepancy  
20 with respect to the tax filing status revealed in deposition testimony was the "only defect"  
21 precluding class certification by the Court. *See Id.* at 2. Strangely, Plaintiffs do not reference  
22 any portion of the Court's Order that made such a finding. *See Id.* Nonetheless, Plaintiffs,  
23 without any explanation, evidence, or legal support of any kind, declare that their newly  
24 proposed Subclasses somehow rectify this discrepancy and the Court's subsequent "concern."  
25 *See Id.*



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1 Plaintiffs' Renewed Motion for Class Certification must be denied because the Court  
2 had no such "concern" regarding Plaintiffs' tax filing status. *See infra*. In fact, the Court  
3 declared that it was not considering how each Plaintiff treated their taxes. *See Id.*

4 Further, the Court did not deny Plaintiffs' Motion for Class Certification because of a  
5 "discrepancy." Instead, the Court denied Plaintiffs' Motion for Class Certification because the  
6 Court found that SB 224, now codified as NRS 608.0155, applied to this case and therefore,  
7 the Court had to deny Plaintiffs' Motion for Class Certification. *See Exhibit "A."*

8 During the hearing for Plaintiffs' original Motion for Certification, the Court explained  
9 its decision to deny Plaintiffs' Motion for Class Certification. The Court reasoned:  
10

11 If we're looking at SB 224 [NRS 608.0155] in the totality of the pleadings,  
12 then the Court would find that based on the own – potential class  
13 representatives' own statements, they in and of themselves would not meet  
14 the standard for class representatives[.] *Id.*

15 . . . And then even in the absence of SB 224 [NRS 608.0155] the Court's  
16 analysis would be the same. While the Court is cognizant of the low  
17 threshold with regards to class certification, there has to be something that  
18 the representative are already in the category in which they're seeking to  
19 represent individuals. And here, at least what I have from excerpts, and I  
20 don't have any response that says that these excerpts are incorrect or should  
21 be interpreted differently.

22 Now I am appreciative that part of the oral argument was the fact that  
23 the Court shouldn't consider how someone treats their taxes for purposes of  
24 analysis. The Court is not looking at how they treat their taxes. The Court  
25 is looking at whether or not these individual are considering for their own  
26 purposes that they would be similarly situated to the very class that they're  
27 seeking to represent, and that information provided in their undisputed  
28 deposition testimony shows that they would not. *Id.* at 14-15.  
*(Emphasis Added).*

As provided by the above Court statements, it is clear that Plaintiffs' own, undisputed  
deposition testimony prevented Plaintiffs from being part of the proposed class, not an alleged  
"discrepancy" between Plaintiffs' tax filings. *See supra*. As the Court stated, that reality



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1 would exist regardless of whether NRS 608.0155 applied, but since NRS 608.0155 does  
2 apply, it is even clearer that Plaintiffs are not part of the proposed class. *See Id.*

3 Specifically, the Court found that Plaintiffs' deposition testimony, which included  
4 statements about Plaintiffs' taxes, prevented them being part of a proposed class of alleged  
5 employees who worked as dancers for Russel Road from November 2, 2010 to the entry of  
6 judgment<sup>1</sup>. *See Id.* This is because the application of NRS 608.0155 to Plaintiffs' deposition  
7 testimony would result in Plaintiffs being conclusively presumed independent contractors and  
8 as a matter of Nevada law, not part of the class of employees proposed by Plaintiffs. *See*  
9 Exhibit "A" at 8-11. As a result, the Court denied Plaintiffs' Motion for Class Certification.  
10 *See Id.* at 15.

11 Here, Plaintiffs' Renewed Motion for Class Certification must be denied particularly  
12 since Plaintiffs' Renewed Motion for Class Certification does not contain any new legal  
13 arguments or evidence that was not part of Plaintiffs' original Motion for Class Certification  
14 and would alter the Court's reasoning for denying Plaintiffs' original Motion for Class  
15 Certification. *See* Renewed Motion for Class Certification at 1-2 and at Exhibit "B." In fact,  
16 Plaintiffs amazingly have done nothing more than literally reattach their already denied  
17 Motion for Class Certification as their sole legal and factual support for their "renewed  
18 motion<sup>2</sup>." *See Id.*

19 Regardless, nowhere in the Court's actual explanation did the Court declare that the  
20 only defect preventing class certification was a "discrepancy with respect to tax filing status"  
21 among individual Plaintiffs. *See supra.* More importantly, the Court never stated that a new  
22

23  
24  
25  
26  
27 <sup>1</sup> Plaintiffs' originally proposed class. *See* Exhibit "A" at 8-11.

28 <sup>2</sup> Which actually prevents Plaintiffs' Motion from being heard since EDCR 2.24 prohibits the consideration of  
any previously disposed of motion and any Petition for Rehearing by Plaintiffs must have been filed within 10  
days of the Court's April 6, 2017 Order.



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1 definition of the proposed class or any newly defined Subclasses, if provided by Plaintiffs,  
2 would result in class certification and the Court certainly never gave Plaintiffs permission to  
3 propose any new Subclasses in lieu of filing a new motion for class certification. *See Id.*  
4 Thus, Plaintiffs' proposed new Subclasses do not in any manner "address" the Court's concern  
5 or in fact, rectify the Court's actual reasons for denying Plaintiffs' original Motion for Class  
6 Certification.  
7

8 In addition, Plaintiffs' newly "defined" Subclasses do not change in any way the fact  
9 that Plaintiffs cannot be a part of the class they attempt to represent. The only actual  
10 difference between Plaintiffs' original class definition and Plaintiffs' newly asserted Subclass  
11 definitions is that each Subclass now only seeks to include only those persons "who possess a  
12 social security number." *See Renewed Motion for Class Certification at 1-2.* Plaintiffs'  
13 Renewed Motion for Class Certification does not offer any explanation as to how possessing a  
14 social security number no longer prevents Plaintiffs from being part of a proposed class of  
15 alleged employees who worked as dancers for Russel Road. *See Id.*  
16  
17

18 The short answer is it does not. Having or not having a social security number does  
19 not establish whether an individual is deemed an employee of Russell Road. *See e.g., Terry v.*  
20 *Sapphire Gentlemen's Club*, 130 Nev. Adv. Rep. 87 at \*17-18, 336 P.3d 951, 958 (2014). In  
21 fact, having a social security number actually operates to establish further that an individual is  
22 conclusively presumed an independent contractor and not an employee under NRS 608.0155  
23 since one of the many factors considered by NRS 608.0155 is whether an individual has  
24 applied for a social security number. *See NRS 608.0155.*  
25

26 More importantly, Plaintiffs' contention that they have a social security number does  
27 not operate to include Plaintiffs as being part of any class of alleged employees. *See supra.*  
28



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1 Further, the fact that Plaintiffs have a social security number does not alter or rectify in any  
2 way Plaintiffs' deposition testimony demonstrating that Plaintiffs did not meet the standard  
3 for class representatives. *See Id. See also*, Exhibit "A" at 14. Plaintiffs' excerpted deposition  
4 testimony relied upon by the Court to deny Plaintiffs' original Motion for Class Certification  
5 did not reference or discuss Plaintiffs' social security status and the Court expressly stated that  
6 it was not relying on any similar factual specifics to deny Plaintiffs' original Motion for Class  
7 Certification. *See* Exhibit "A" at 7-15 ("The Court is not looking at how they treat their  
8 taxes.").

10 Plaintiffs' original Motion for Class Certification was denied because the Court found  
11 that NRS 608.0155 applied and the deposition testimony of Plaintiffs established that  
12 Plaintiffs could be part of the proposed class they sought to represent. *See supra*. Plaintiffs'  
13 original Motion for Class Certification was not denied because Plaintiffs did or did not have  
14 social security numbers and improperly proposing new Subclasses to include the existence of  
15 social security numbers in no way alters the actual reasons for this Court's denial of Plaintiffs'  
16 original Motion for Class Certification. Accordingly, Plaintiffs' Renewed Motion for Class  
17 Certification must be denied.  
18  
19

20 **B. Plaintiffs' "Renewed Motion for Class Certification" Must Be Denied Since Plaintiffs**  
21 **Have Not Amended Their Third Amended Complaint to Include Their Newly**  
22 **Proposed Subclasses.**

23 Plaintiffs' Renewed Motion for Class Certification must be denied since Plaintiffs'  
24 have attempted to amend the definition of their proposed class asserted in their Third  
25 Amended Complaint without leave from the Court. NRCP 15(a) expressly only permits a  
26 party to amend its Complaint once as a matter of course or thereafter, only upon leave by the  
27 Court. Plaintiffs' Third Amended Complaint asserts claims against Russell Road individually  
28



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1 and as part of a single defined class. *See* Third Amended Complaint at 2. Plaintiffs' Third  
2 Amended Complaint specifically defines Plaintiffs' proposed class as:

3       The proposed class consists of all persons who work or have worked at the Club as  
4       dancers at any time during the time period prescribed by applicable statutes of  
5       limitations and going forward until the entry of judgment in this action. *Id.* at 2,  
6       paragraph 10.

7       Plaintiffs' Third Amended Complaint then proceeds to allege facts as to how this  
8       defined proposed class meets the requirements of NRCP 23(a) and NRCP 23(b)(3). *See Id.* at  
9       2-4. Absent from Plaintiffs' Third Amended Complaint are any allegations that define  
10      separate Subclasses or that such Subclasses meet the requirements of NRCP 23(a) and NRCP  
11      23(b)(3). *See Id.* at 2-7.

12      Since Plaintiffs' proposed class was defined as part of its Third Amended Complaint,  
13      Plaintiffs could only amend the allegations, including their class definition and allegations that  
14      Plaintiffs meet the requirements of a class action, asserted in their Third Amended Complaint  
15      by leave of the Court. *See* NRCP 15(a). *See also*, NRCP 8. Plaintiffs' Renewed Motion for  
16      Class Certification attempts to replace Plaintiffs' previously alleged definition of their class  
17      with two newly defined Subclasses, which Plaintiffs expressly declare are "amended subclass  
18      definitions." *See* Renewed Motion for Class Certification at 1-2. As a result, Plaintiffs'  
19      Renewed Motion for Class Certification must be denied since Plaintiffs did not obtain leave  
20      from the Court to amend their Third Amended Complaint to assert these new "amended  
21      subclass definitions" and has not amended their Third Amended Complaint in any manner to  
22      include these proposed "amended subclass definitions."  
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1 **C. Plaintiffs' Renewed Motion for Class Certification Must Be Denied Since Plaintiffs**  
2 **Have Not Established That Each Newly Defined Subclass Meets the Requirements**  
3 **for a Class Action.**

4 Plaintiffs' Renewed Motion for Class Certification attempts to redefine their proposed  
5 class into two (2) Subclasses. *See* Renewed Motion for Class Certification at 1-2. Plaintiffs'  
6 attempt fails because Plaintiffs' Renewed Motion for Class Certification demonstrate the  
7 requirements of a class action for each proposed Subclass. *See* infra.

8 It is well established that Plaintiffs bear the burden to prove their case is appropriate  
9 for resolution as a class action. *See Shuette v. Beazer Homes Holdings Corporation*, 121  
10 Nev. 837, 846, 124 P.3d 530, 537 (2005) (citing *Cummings v. Charter Hospital*, 111 Nev.  
11 639, 643, 896 P.2d 1137, 1140 (1995)). Plaintiffs only can meet this burden by  
12 demonstrating the four prerequisites; (1) numerosity; (2) commonality; (3) typicality; and  
13 (4) adequacy. *See* Id. at 846.

14 Plaintiffs failed to meet that burden in their first attempt. *See* Order Denying Motion  
15 for Class Certification. Now, Plaintiffs have attempted to create two (2) Subclasses of an  
16 already failed proposed class. *See* Renewed Motion for Class Certification at 1-2.

17 Under existing class action law, proposed Subclasses "are to be treated as their own  
18 class under Rule 23." *E.g., Otomo v. Nevada Association Services, Inc.*, 2013 U.S. Dist.  
19 LEXIS 41451 at \*4 (D. Nev. 2013). This means that each proposed Subclass must separately  
20 and independently meet the requirements of Rule 23. *See e.g., Betts v. Reliable Collection*  
21 *Agency, Ltd.*, 659 F.2d 1000, 1005, (9<sup>th</sup> Cir. 1981). Therefore, Plaintiffs are required to  
22 provide evidence and arguments in their Renewed Motion for Class Certification  
23 demonstrating the four prerequisites; (1) numerosity; (2) commonality; (3) typicality; and (4)  
24 adequacy for each of their proposed Subclasses<sup>3</sup>. *See* Id.

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<sup>3</sup> Plaintiffs cannot attempt to "fix" this failure in their Reply brief.



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1 Plaintiffs' Renewed Motion for Class Certification does not provide any such evidence  
2 or arguments. *See* Renewed Motion for Class Certification at 1-2. Instead, Plaintiffs only  
3 attach and incorporate their original Motion for Class Certification. *See* Id. at Exhibit "B"  
4 through "D."

5  
6 Further, Plaintiffs' prior original Motion for Class Certification cannot be relied upon  
7 to demonstrate that each of Plaintiffs' newly defined Subclasses meets the requirements of  
8 Rule 23. Plaintiffs' original Motion for Class Certification only asserted arguments  
9 supporting a single class; All persons who worked for Russell Road as exotic dancers on or  
10 after November 2, 2010<sup>4</sup>. *See* Id. at Exhibit "B," page 4. Here, Plaintiffs have proposed two  
11 (2) separate classes, but failed to provide any actual support demonstrating the requirements  
12 for a class action for each. *See* Id. at 1-2. Plaintiffs cannot rely solely on the incorporation of  
13 their prior Motion for Class Certification since that original motion provided evidence and  
14 arguments regarding a differently defined class without any subclasses. *See* Id. at Exhibit  
15 "B," page 4.  
16

17  
18 Additionally, Plaintiffs' original Motion for Class Certification was heard and denied  
19 by this Court. *See* Order denying Motion for Class Certification. EDCR 2.24(a) expressly  
20 prohibits any rehearing of any motion previously decided. Thus, Plaintiffs cannot rely or  
21 reassert any part of their original Motion for Class Certification to support their Renewed  
22 Motion for Class Certification. Therefore, Plaintiffs' Renewed Motion for Class Certification  
23 must be denied.  
24  
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28 <sup>4</sup> Plaintiffs' action was filed on November 4, 2014. Thus, each of Plaintiffs' proposed Subclasses commencing  
on November 2, 2010 or November 2, 2012, would include individuals outside of any applicable statute of  
limitations.



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1 **D. Plaintiffs' "Renewed Motion for Class Certification" Must Be Denied Since**  
2 **Plaintiffs Failed to File Within The Time Provided by NRCP 23(c)(1) And**  
3 **Certification of Plaintiffs' Proposed Subclasses Is Prejudicial to Russell Road.**

4 NRCP 23(c)(1) provides that "as soon as possible after the commencement of an  
5 action brought as a class action, the court shall determine by order whether it is to be  
6 maintained." Plaintiffs commenced their action on November 4, 2014. *See* Complaint at 1.  
7 Plaintiffs' original Motion for Class Certification was not heard until January 10, 2017, or  
8 more than 26 months after Plaintiff commenced this matter. *See* Order Denying Motion for  
9 Class Certification. Accordingly, Plaintiffs' original Motion for Class Certification was in  
10 fact, untimely pursuant to NRCP 23(c)(1).  
11

12 Consequently, Plaintiffs' Renewed Motion for Class Certification is more untimely  
13 and contrary to the requirements of NRCP 23(c)(1) than Plaintiffs' original Motion for Class  
14 Certification. Plaintiffs' Renewed Motion for Class Certification was not filed until June 7,  
15 2017, which was thirty (32) months after Plaintiffs commenced their action on November 4,  
16 2014, approximately sixty-four (64) days after the denial of Plaintiffs' original Motion for  
17 class Certification, and 19 days after the close of the period of discovery on May 19, 2017.  
18 *See supra.* Nothing in the expiration of these periods of time could be deemed as Plaintiffs'  
19 moving "as soon as possible" to obtain certification of their class. As such, Plaintiffs' filing of  
20 their Renewed Motion for Class Certification is untimely on its face. NRCP 23(c)(1) required  
21 Plaintiffs to obtain certification of their class "as soon as possible" after the filing of their  
22 Complaint. Plaintiffs' pursuit of class certification 32 months after commencing their action  
23 and 19 days after the close of discovery, under any circumstance, cannot be considered  
24 sufficient in meeting the "as soon as possible" requirement of NRCP 23(c)(1), and no decision  
25 in Nevada, qualifies such a motion filing as meeting such requirement.  
26  
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28



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1 Plaintiffs had a clear obligation under NRCP 23(c)(1) to obtain class certification “as  
2 soon as possible.” Plaintiffs failed to obtain or even pursue such certification in such a  
3 manner and Plaintiffs’ Renewed Motion for Class Certification, if granted, prejudices Russell  
4 Road. *See supra.* Discovery has closed in this matter. *See Id.* Allowing Plaintiffs to certify a  
5 class at this late date prevents Russell Road from conducting any discovery related to the  
6 proposed Subclasses. *See* Stipulation and Order to Extend Discovery. Russell Road also will  
7 not be afforded an opportunity to move to decertify any Subclass, especially since the time for  
8 dispositive motion already has expired on June 19, 2017. *See Id.* Further, Russell Road has  
9 already moved to dispose of or otherwise resolve of the cases of individual Plaintiffs that  
10 Russell Road may not have acted upon but for the fact that no class was certified in this  
11 matter. *See supra.* Thus, Plaintiffs’ Renewed Motion for Class Certification is untimely and  
12 prejudicial to Russell Road. Therefore, Plaintiffs’ Renewed Motion for Class Certification  
13 must be denied.  
14

15  
16 **E. NRCP 23(c)(1) Prohibits The Court’s Order Denying Plaintiffs’ Motion for Class**  
17 **Certification From Being Altered Or Amended.**

18 Plaintiffs’ Renewed Motion for Class Certification also must denied since NRCP  
19 23(c)(1) prohibits any alteration or amendment of any order determining whether a class  
20 action is to be maintained once a decision on the merits has occurred. On March 16, 2017,  
21 this Court denied Plaintiffs’ Motion for Class Certification. *See* Order Denying Motion for  
22 Class Certification at 4. At the time of the Court’s decision denying Plaintiffs’ Motion for  
23 Class Certification, Plaintiffs had approximately 64 days remaining until the expiration of the  
24 discovery period on May 19, 2017, during which Plaintiffs could have served additional  
25 written discovery, taken additional depositions, disclosed additional documents and records to  
26 support the filing of a new Motion for Class Certification. *See* Stipulation and Order  
27  
28



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1 Extending Discovery. Plaintiffs, however, took no further action and the period for discovery  
2 in this matter expired on May 19, 2017, and Plaintiffs did not file a new Motion for Class  
3 Certification. *See supra*.

4  
5 However, Plaintiffs did file, on April 10, 2017, their Motion for Summary Judgment  
6 on Russell Road's Counterclaims, which this Court granted in part, and denied in part. *See*  
7 Motion for Summary Judgment on Defendant Counterclaims at 1. *See Minutes of the Court*  
8 dated June 1, 2017. On April 11, 2017, Russell Road filed its separate Motion for Summary  
9 Judgment against Plaintiffs, Stacie Allen and Michaela Moore, which this Court subsequently  
10 has denied without prejudice. *See Motion for Summary Judgment against Plaintiffs, Stacie*  
11 *Allen and Michaela Moore at 1. See also, Minutes of Court dated June 23, 2017. Both of*  
12 *these motions constitute a decision on the merits<sup>5</sup> of this case entirely as to Plaintiffs, Stacie*  
13 *Allen and Michaela Moore<sup>6</sup>, and partially as to Russell Road's asserted counterclaims.*

14  
15 As a result, this Court already has rendered a decision on the merits regarding  
16 Plaintiffs' Motion for Summary Judgment for purposes of NRCP 23(c)(1). *See Id.*  
17 Accordingly, Plaintiffs' Renewed Motion for Class Certification must be denied since it seeks  
18 the alteration or amendment of the Court's original Order after decision(s) on the merits of  
19 this case have occurred as prohibited by NRCP 23(c)(1).  
20  
21  
22  
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---

25 <sup>5</sup> A decision by a court that is based on the facts presented. *See Black's Law Dictionary Free Online Legal*  
26 *Dictionary 2<sup>nd</sup> Ed.*

27 <sup>6</sup> Additionally, Russell Road has filed an additional Motion for Summary Judgment on June 19, 2017, which  
28 addresses the remaining issues of this matter and if granted, will be dispositive of the entire matter. Russell  
Road also filed a Motion to Dismiss the remaining Plaintiffs' Complaint for lack of subject matter  
jurisdiction, also which, if granted, will dispose of this case entirely. Plaintiff, Samantha Jones has  
voluntarily dismissed her Complaint against Russell Road. Plaintiffs also have filed an additional Motion for  
Summary Judgment on June 19, 2017.



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1 **F. Plaintiffs' Second Proposed Subclass Cannot Be Certified Since The Plaintiffs**  
2 **Allegedly Representing the Class Are Prohibited As A Matter of Law From**  
3 **Recovering On Their Claim For Unjust Enrichment.**

4 Plaintiffs' second proposed class is defined as follows:

5 For Count Two (Unjust Enrichment Claim): All persons who possess a  
6 social security number who have worked at the Club as dancers at any time  
7 after November 2, 2010 and going forward until the entry of judgment in  
8 this matter. Renewed Motion at 2.

9 Plaintiffs' Renewed Motion for Class Certification contends that Plaintiffs are  
10 representative members of this proposed Subclass as well as Plaintiffs' first proposed  
11 Subclass, which is based on Plaintiffs' recovery at law for alleged violations of Nevada's  
12 Minimum Wage Amendment (the "MWA"). *See Id.* at 1-2. Plaintiffs assert that Plaintiffs,  
13 Michaela Moore and Stacie Allen<sup>7</sup> are only members of their newly proposed second  
14 Subclass. *See Id.* at 2.

15 Plaintiffs cannot be part of Plaintiffs' newly proposed Subclass nor can they be  
16 deemed to adequately represent this newly proposed Subclass because none of these Plaintiffs  
17 can recover on a claim for Unjust Enrichment. *See infra.* Under Nevada law, Plaintiffs may  
18 not recover in equity where Plaintiffs have a full and adequate remedy at law. *See State ex rel.*  
19 *Nenzel v. Second Judicial Dist. Court in & for Washoe County*, 49 Nev. 145, 159, 241 P. 317,  
20 322 (1925) (superseded by statute on other grounds). *See also, Small v. Univ. Med. Ctr. Of S.*  
21 *Nev.*, 2016 U.S. Dist. LEXIS 102508 at \*8 (D. Nev. 2016) (Dismissing an unjust enrichment  
22 claim in a minimum wage case because federal law provided an adequate legal remedy).  
23

24 Plaintiffs' "Count Two" of Plaintiffs' Third Amended Complaint attempts to assert a  
25 claim in equity against Russell Road for Unjust Enrichment, but as an alleged violation of the  
26

27  
28 <sup>7</sup> Plaintiffs, Michaela Moore and Stacie Allen are the subject of Russell Road's Motion for Dismissal for the  
Court's lack of subject matter jurisdiction.



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1 MWA. *See Third Amended Complaint* at 3-4 and at 6<sup>8</sup>. Plaintiffs' second claim for relief  
2 specifically alleges that the wages allegedly earned by Plaintiffs but not paid by Russell Road  
3 as well any fees, fines, and charges paid by Plaintiffs to Russell Road constituted a benefit  
4 conferred on Russell Road by Plaintiffs. *See Id.* Plaintiffs, therefore, conclude in their second  
5 claim for relief that Russell Road has been unjustly enriched by accepting and retaining these  
6 "benefits" conferred by Plaintiffs. *See Id.*

8 At the same time, Plaintiffs' first claim for relief already asserts a claim under the  
9 MWA for the recovery of the "benefits" alleged in Plaintiffs Second Claim for Relief. *See*  
10 *Third Amended Complaint* at 5. As already provided by the Nevada Supreme Court, the  
11 MWA and NRS Chapter 608 provide Plaintiffs with an adequate and full remedy at law to sue  
12 and recover the "benefits" allegedly owed Plaintiffs. *See Nev. Const., Article XV, Sec. 16(B);*  
13 *and NRS 608.260. See also, Perry v. Terrible Herbst, Inc., 132 Nev. Adv. Rep. 75 at \*7, 383*  
14 *P.3d 257, 260 (2016) (determining that claim for failure to pay Nevada's Minimum Wage*  
15 *under the MWA was in reality a claim for back pay under NRS 608.260 and the method for*  
16 *calculating damages is derived directly from the MWA); and Perry, 132 Nev. at \*12*  
17 *(determining that claim for failure to pay Nevada's Minimum Wage under the MWA is*  
18 *subject to a two (2) year statute of limitation as set forth in NRS 608.260).*

21 Additionally, Plaintiffs repeated attempts to "qualify" their second claim for relief as  
22 an equitable claim for Unjust Enrichment that only seeks restitution of fees and fines that  
23 Russell Road allegedly extracted from Plaintiffs does not permit Plaintiffs to be part of and  
24 adequately representing both newly proposed Subclasses. *See infra.* From the onset of this  
25 case, Russell Road has objected to and sought the dismissal of Plaintiffs' second claim for  
26 relief for Unjust Enrichment since Plaintiffs' cannot recover in equity where Plaintiffs could  
27  
28

---

<sup>8</sup> Plaintiffs' second claim for relief specifically incorporates Plaintiffs' general allegations. *See Id.* at 6.



1 recover as a matter of law. *See e.g.*, Russell Road's Motion to Dismiss at 20-21. Since that  
2 time, however, Plaintiffs repeatedly have attempted to redefine and newly characterize their  
3 second claim for relief as an "independent" claim for relief asserted separately from their first  
4 claim for relief. *See* Plaintiffs' Motion to Compel Discovery Responses at 6. *See also*, Reply  
5 in Support of Motion for Certification at 10-11. What Plaintiffs have not attempted is to  
6 amend their Third Amended Complaint to allege an independent claim for relief. NRCP 15(b)  
7 clearly provides that only issues not raised by the pleadings that are not objected to can be  
8 treated as part of any pleadings.  
9

10 Here, Russell Road never has consented, either expressly or by implication, to  
11 Plaintiffs' contentions that their second claim for relief is an independent claim separate from  
12 Plaintiffs' first claim for relief. Accordingly, Plaintiffs were required by NRCP 15 to amend  
13 by motion their Third Amended Complaint to modify their second claim for relief. Plaintiffs  
14 have not moved this Court to amend their Third Amended Complaint and the allotted time for  
15 doing so has long expired. *See* Stipulation to Extend Discovery.  
16

17 As a result, Plaintiffs cannot recover under their asserted second claim for relief for  
18 Unjust Enrichment as the "benefits" alleged therein are recoverable as a matter of law under  
19 their first claim for relief. *See supra*. Consequently, Plaintiffs cannot be part of Plaintiffs'  
20 newly proposed second Subclass and more importantly, cannot be deemed to adequately  
21 represent the actual members of this newly proposed Subclass since each has the ability to  
22 recover at law for an alleged violation of the MWA under their first claim for relief. *See*  
23 Plaintiffs' Renewed Motion for Class Certification at 1. Therefore, Plaintiffs' Renewed  
24 Motion for Class Certification must be denied.  
25  
26



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1 **G. Russell Road Incorporates Its Previously Filed Opposition to Plaintiffs' Motion for**  
2 **Class Certification.**

3 Plaintiffs' Renewed Motion for Class Certification does not provide any new evidence  
4 or arguments to support Plaintiffs' newly proposed Subclasses or their Renewed Motion for  
5 Class Certification. *See* Renewed Motion for Class Certification at 1-2. Plaintiffs also do not  
6 provide any argument or evidence demonstrating that each of Plaintiffs' newly proposed  
7 Subclasses meet the requirements for a class action. *See Id.*

8  
9 Plaintiffs' sole support for their Renewed Motion for Class Certification is to attach  
10 their previously denied and disposed of Motion for Class Certification. *See Id.* at 2 and  
11 Exhibit "B." Only as a precaution, Russell Road hereby incorporates by reference its  
12 Opposition to Plaintiffs' Motion for Class Certification, its Supplemental Brief and the  
13 arguments provided therein as further support in opposition to Plaintiffs' Renewed Motion for  
14 Class Certification.

15  
16 ///

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27  
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1 **V. CONCLUSION**

2 Based on the arguments provided above, Russell Road respectfully requests that this  
3 Court deny Plaintiffs' Renewed Motion for Class Certification.  
4

5 DATED this 26<sup>th</sup> day of June, 2017.

6 **MORAN BRANDON BENDAVID MORAN**

7 /s/ Jeffery A. Bendavid,

8 **JEFFERY A. BENDAVID, ESQ.**

9 Nevada Bar No. 6220

**STEPHANIE J. SMITH, ESQ.**

10 Nevada Bar No. 11280

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12 **KAMER ZUCKER ABBOTT**

13 /s/ Gregory J. Kamer

14 **GREGORY J. KAMER, ESQ.**

15 Nevada Bar No. 0270

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19 *Attorneys for Defendant*

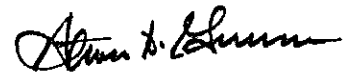


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# Exhibit “A”



CLERK OF THE COURT

TRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \* \*

ASHLEIGH PARK, et al,	)	
	)	
Plaintiffs,	)	CASE NO. A709372
	)	
vs.	)	DEPT NO. XXXI
	)	
CRAZY HORSE III GENTLEMAN'S	)	
CLUB AT THE PLAYGROUND,	)	
et al,	)	
	)	
Defendants.	)	Transcript of
	)	Proceedings

BEFORE THE HONORABLE JOANNA KISHNER, DISTRICT COURT JUDGE

**MOTION FOR CLASS CERTIFICATION**

THURSDAY, MARCH 16, 2017

APPEARANCES:

FOR THE PLAINTIFFS:	LAUREN D. CALVERT, ESQ.
	MICHAEL J. RUSING, ESQ.

FOR THE DEFENDANTS:	JEFFERY A. BENDAVID, ESQ.
---------------------	---------------------------

RECORDED BY: RACHELLE HAMILTON, COURT RECORDER  
TRANSCRIBED BY: JULIE POTTER, TRANSCRIBER

1       LAS VEGAS, NEVADA, THURSDAY, MARCH 16, 2017, 9:59 A.M.

2                       (Court was called to order)

3               THE COURT:   So we are calling Park versus Crazy Horse  
4 Gentleman's Club Playground, pages 1 through 4, 709372.  
5 Counsel, can I get your appearances.

6               MS. CALVERT:   Lauren Calvert, Bar No. 10534 for  
7 plaintiffs.

8               MR. RUSING:   And Mick Rusing pro hac vice.

9               MR. BENDAVID:   Good morning, Your Honor.   Jeff  
10 Bendavid appearing on behalf of defendants.

11              THE COURT:   Okay.   And I do have all counsel  
12 representatives for all parties; right?   We're not waiting for  
13 anyone?

14              MR. BENDAVID:   Yes.

15              THE COURT:   Okay.   I want to just make sure.   Okay.  
16 So let's get to what we have.   We have a motion to certify the  
17 class, and I have an opposition thereto.   And then I have  
18 supplements and reply supplements and all sorts of goodies.

19              So, counsel, you're up first.   It's your motion.

20              MR. RUSING:   Yes, may it please the Court, Your Honor.  
21 My name is Mick Rusing.   I'm from Tucson appearing here pro hac  
22 vice.   We appeared in front of this Court a couple months ago, I  
23 guess, and -- on our motion to certify and the Court requested  
24 some additional briefing on Senate Bill 224 and its potential  
25 implication in the certification issue.

1 THE COURT: Right.

2 MR. RUSING: And that has been done.

3 THE COURT: Appreciate it.

4 MR. RUSING: These types of employee misclassification  
5 cases have been routinely certified, including dancer cases here  
6 and throughout the country. Reported cases suggest that those  
7 courts could not find any that were denied anywhere.

8 In fact, one court has called these the most perfect  
9 question for class treatment because the reason is that the  
10 status is determined by the objective facts that definitionally  
11 will apply to all the workers across the board to everybody in  
12 that class. And that's what's been admitted here. The  
13 defendants have admitted that during the relevant time period  
14 the club treated all dancers equally and applied the same  
15 policies equally to all of the dancers. So either they're all  
16 employees or their not, and that's the issue and that makes it  
17 perfect for class certification.

18 The Court seemed to make it clear at the last hearing  
19 that certification was almost a certainty, certainly be  
20 appropriate based on existing precedence, but requested a  
21 briefing on the 220 -- Senate Bill 224 to see if that somehow  
22 impacted your analysis. Now, as we pointed out, we don't  
23 believe Senate Bill 224 applies because we're seeking relief  
24 under the constitution and not the wage an hour act, and also to  
25 the extent they would try and make it apply, it would be barred

1 by constitutional supremacy.

2           But even if we were to apply it, certification would  
3 still be appropriate because all 224 does is have some list of  
4 factors to consider in determining whether or not the answers  
5 are employees or something else. The defense arguments really,  
6 which I really don't get, is that the plaintiffs must prove  
7 liability before they can get class certification. In other  
8 words, we have to prove that the dancers are employees before  
9 the case can be properly certified when, in fact, that is the  
10 issue to be determined upon certification.

11           And at this juncture the allegations control in any  
12 event, and in no instance does someone moving for class  
13 certification have to negate affirmative defenses to obtain  
14 certification. We believe we're entitled to win the case as a  
15 matter of law and we'll probably be filing our own summary  
16 judgments. But if the defense felt that they were entitled as a  
17 matter of law to win, they've had a year and a half to file  
18 their motion for summary judgment and they don't.

19           So what the Court should do is grant class  
20 certification. And then if they feel they have a slam dunk on  
21 liability, file their certification. Indeed, that's what they  
22 should want to do because then it would be binding on the entire  
23 class and not just the class reps.

24           But the absurdity of what they're arguing, I think, is  
25 illustrated by the last line of their supplemental briefing

1 where it says based on the arguments provided above, defendant  
2 respectfully requests that this Court deny plaintiff's motion  
3 for certification and subject plaintiffs to the prior  
4 application of NRS 608.0155 to determine if plaintiffs are  
5 conclusively presumed to be independent contractors.

6           So the Court is just supposed to sua sponte undertake  
7 its own motion for summary judgment or something like that, some  
8 sort of springing thing? That's not how it works. If they  
9 think that we're independent contractors, they'd move for  
10 summary judgment. They haven't. The Court should certify the  
11 class because common law facts and laws predominate.

12           There's a bunch of factors under 224, but those are  
13 not individually applied class-wide, and they're the same type  
14 of factors just like under the FLSA economic realities test.  
15 And even defendants didn't argue that here are some people that  
16 won't be employees and here's some that will be. They take the  
17 position all dancers are not employees. We take the position  
18 that they are employees based on the same facts, the terms and  
19 conditions of employment. And those are uniform, undisputed,  
20 and will probably be the subject of cross-motions.

21           The bottom line is, though, they either are or they  
22 are not employees and that needs to be decided, but it needs to  
23 be decided after certification. They didn't address unjust  
24 enrichment at all, and so that should be certified, too. Thank  
25 you, Your Honor.

1           THE COURT: Appreciate it. Okay. So looks like you  
2 reserved two and a half minutes for your response. Is that what  
3 you've reserved?

4           MR. RUSING: I believe so, yes.

5           THE COURT: Okay. Just a moment. Okay. Counsel.

6           MR. BENDAVID: Good morning, Your Honor. Let me  
7 address a couple of the comments. First of all, I think  
8 plaintiff's argument, if I was to sum it up, is to say, look, we  
9 do this all the time, this is what happens, we file these  
10 complaints and then we ask courts to certify them. And then we  
11 ask you just to look at the complaint itself, don't look at  
12 anything else. Don't look at the case, don't look at any law  
13 that may have come up. These cases are always certified, so  
14 just certify them and then we'll move on. Because, hey, we want  
15 them all to be employees.

16           So since we want them all to be employees, then that's  
17 all we need to do is file a motion and say, hey, Judge, we want  
18 them to all be employees so can you please certify this and we  
19 can move on. That's really the summary of their argument.  
20 That's all they're saying. Because if you take a look at their  
21 original motion for class certification and their supplemental  
22 motion --

23           THE COURT: Uh-huh.

24           MR. BENDAVID: -- what is the one common theme that is  
25 all throughout the brief? It's that they didn't provide any

1 factual determinations whatsoever for you to review. None.

2 They didn't even ask you to review any.

3           So there's deposition testimony of all the named  
4 plaintiffs. They provided none of that deposition testimony of  
5 their own clients. They didn't provide a single affidavit from  
6 one. Not from -- there's 11 of them, Your Honor. Not one  
7 affidavit from one single dancer, one single plaintiff that says  
8 I can adequately represent this class and that these factors  
9 apply to me or these factors don't apply to me or here's how it  
10 applies. Why didn't they provide that?

11           Now, Your Honor, in our original -- in our original  
12 opposition we argued the case of Schutt (phonetic). And in  
13 Schutt says the Court must do an extensive analysis of the facts  
14 to determine certification. How can they ask you to do an  
15 extensive analysis of the facts of those cases without providing  
16 you a single fact for you to look at? The only fact they're  
17 stating is what you just heard today from counsel, and what  
18 counsel put on its brief. That's it.

19           They're asking you because they do this all the time  
20 that you can ignore this case and just based on the fact that,  
21 oh, we're all asking them to be employees, so that's how class  
22 certification works. Books and volumes of statutes and cases  
23 over the years ignore all those. Because we want them all to be  
24 employees, therefore, you should certify. That's they're only  
25 argument.



1           And, Your Honor, when we argued last time and we  
2 talked about 608.0155 and its implications of that. They've now  
3 jumped to say it's preempted by the Nevada constitution. Well,  
4 first of all, it's not, Your Honor. All right. They cite --  
5 they cite Thomas, and we'll talk about Perry in a second.

6           In the Thomas decision, Your Honor, the court made a  
7 specific, very specific finding in Thomas that said they were  
8 looking at whether the exemptions listed in NRS 608.250(2)(e)  
9 were wiped out by the Nevada Constitution. That's what Thomas  
10 reviewed and held that they were supplanted -- that they were  
11 repealed and supplanted by the Nevada Constitution. That's a  
12 specific finding on those exemptions. And the basis for that  
13 exemption -- I'm sorry, the basis for that decision was is that  
14 the Nevada constitutional amendment provided its own exemptions  
15 to minimum wage and that they conflicted and then were repealed  
16 -- were repealed and supplanted.

17           In the following case, which is Perry versus Terrible  
18 Herbst, the court makes an analysis and says, first of all, 608  
19 was not wiped out by the Nevada Constitution and, in fact,  
20 adopts 608.250 in statute of limitation of two years and applies  
21 it to the Nevada minimum wage constitutional amendment. So we  
22 have the Nevada Supreme Court saying it's not wiped out, the  
23 Nevada Supreme Court saying it specifically has to conflict,  
24 which NRS 608.0155 doesn't conflict in a bit because it has  
25 nothing to do with wages for employees. It is a test for an

1 independent contract. That's what they seem to ignore.

2           They have filed their motion for classification and  
3 ignored the standing Nevada law on independent contractors.  
4 Their actual complaint says they are treated as independent  
5 contractors, but they should be employees and we're moving to  
6 convert that and have this Court make them employees instead of  
7 independent contractors. That's the summary of what this case  
8 is.

9           How could you then ignore the Nevada statute that  
10 specifically provides a presumption that NRS 608.0155 says they  
11 are independent contractors and here is the test for it and  
12 lists out three sections and factors that says -- or, I'm sorry,  
13 criteria is what they call them, that says you must -- if you  
14 have three of these then you're an independent contractor. But  
15 it's not necessarily you need all three or you don't need all  
16 five. And it's very specific. In fact, one argument says it  
17 doesn't even apply to this.

18           Well, take a look at Section 7 of SB224, Your Honor.  
19 Legislature specifically said the amendment provision of this  
20 act applied to an action to recover unpaid wages pursuant to  
21 Section 16 of Article 15 of the Nevada Constitution. They  
22 literally cite it in Section 7 of SB224 that it applies to the  
23 Nevada Constitution and/or NRS 608.250 inclusive. The  
24 legislature specifically put it right in the -- in -- in SB224  
25 that it applies to the constitutional amendment and NRS 608. So

1 how can they possibly argue it doesn't apply?

2           So what -- our argument, Your Honor, is this. If you  
3 take a look at -- now, we cited -- we provided you a very brief  
4 testimony of two of the named plaintiffs. Just two; right? In  
5 Karina's deposition testimony, she testified to filing her tax  
6 returns. Her answer -- and the question she was asked, did you  
7 take business write-offs? She answered yes. What type of  
8 business write-off? Clothing, accessories, hair color, cuts,  
9 hair pieces, makeup, shoes, little pouches to keep my money in,  
10 food, alcohol. What about house fees? Yes, house fees.  
11 Anything else, the vehicle? Yes, I own a car, correct. So I  
12 have clothing, accessories, hair styling or pieces, makeup,  
13 shoes, nails. Okay. What about food, beverages, house fees,  
14 and vehicle mileage? Correct.

15           So she testifies that she took all those as business  
16 expenses, which is what an independent contractor would do.  
17 They're running their own business. They took out -- this is --  
18 now, keep in mind, this is one of the plaintiffs that they want  
19 to represent a class of potential employees. Okay. How could  
20 she adequately represent employees when she herself does not  
21 qualify as an employee.

22           But if you take that aside for just one second, Your  
23 Honor, and take a look at Jaqueline Franklin's testimony.  
24 Franklin testified that she didn't even file a tax return. She  
25 says what about -- the question was, so you lived in Nevada but

1 no income or tax filing? She says correct. Okay. So what  
2 about expense receipts? No, I don't keep those. No, because I  
3 never filed taxes. I didn't see a purpose for saving receipts.

4 Now, look at the difference between two of the eleven  
5 named plaintiffs. Just two. They're saying there's hundreds of  
6 dancers that could apply to this class certification process,  
7 but two of their own named plaintiffs can't adequately represent  
8 each other. How could they possibly adequately represent a  
9 class? Your Honor, the law requires that there are -- the  
10 factors require that there are common issues of law and fact  
11 from -- starting with the named representatives to the class.

12 THE COURT: Okay. Time. That was the end of your  
13 argument? That's what I thought. Okay.

14 MR. BENDAVID: It is. Yes. Thank you, Your Honor.

15 THE COURT: You can see I've got a courtroom. And you  
16 came first because you each said you'd keep to it.

17 MR. BENDAVID: You've got it, Your Honor.

18 THE COURT: Okay.

19 MR. RUSING: So after all of that, the only  
20 distinction he could find was how one dancer treats taxes versus  
21 another. What he didn't argue and what there's no law on is  
22 whether a person pays taxes, how they pay them, whether they pay  
23 them. Interesting, but not a factor under any of the tests for  
24 employee-independent contractor, so totally irrelevant.

25 What you just heard was Crazy Horse's opening argument

1 on their yet to be filed motion for summary judgment. It went  
2 to liability, not to class certification, and they've cited no  
3 cases suggesting why cert should be denied under these  
4 circumstances. And they never really argued the class reps  
5 being inadequate. And what they critically have not done is  
6 cited any cases or any reason why this should be the first court  
7 to deny class certification in these type of cases. Thank you,  
8 Your Honor.

9 THE COURT: Okay. Thank you so very much. Okay.  
10 Quick question. And I appreciate the answer may be no. Did  
11 either of you have a chance to read the case that came out this  
12 morning, Western Cab Company versus Eighth Judicial District,  
13 133 Adv. Op. 10? It was a petition on the minimum wage statute?

14 MR. BENDAVID: It came out this morning?

15 THE COURT: Yeah, it came out this morning.

16 MR. BENDAVID: No, I did not.

17 MR. RUSING: I was in a sportsbook.

18 MR. BENDAVID: I wish I had. No, Your Honor.

19 MS. CALVERT: Would you give us the citation again,  
20 Your Honor?

21 THE COURT: Sure. 133 Nev. Adv. Op. 10 with today's  
22 date. The reason why is the Court first has to take into  
23 account, and the only reason I'm citing this case is although it  
24 was not specifically argued by either of you, and I can  
25 appreciate why, is because the issue there was an issue -- and

1 I'll cite straight from the discussion.

2           The issue we are asked -- and this is the Nevada  
3 Supreme Court -- the issue we are asked to address are as  
4 follows, one, whether the NLRA preempts the MWA minimum wage  
5 amendment, whether ERISA preempts the MWA, whether the MWA is  
6 void for vagueness, and, four, whether assuming the MWA is  
7 valid, fuel costs should be factored. The last one doesn't  
8 matter for your purposes, the fuel costs aspects because it was  
9 a cab case.

10           So the reason why the Court has to look at that first  
11 is the Court has to look to make sure that the -- one of the  
12 provisions in which it is being asserted in this case, whether  
13 or not it's viewed as constitutional or unconstitutional, so  
14 since the Nevada Supreme Court has said that -- well, I should  
15 read the next sentence. After concluding that our intermediate  
16 review is warranted, we exercise our discretion to address the  
17 validity of each of these statutes to be declined other than the  
18 fuel one.

19           And so basically it concludes that all three standards  
20 haven't met the -- and none of the -- none -- it's not  
21 preempted. Minimum wage amendment, alive and well, is not  
22 preempted on any of the bases raised in the petition. So the  
23 Court a) has to find out what the statute -- excuse me, I said  
24 statute, I mean to say constitutional amendment is  
25 constitutional, right.

1           So that's just not for purposes of either of your  
2 argument, but if there had been a difference in the Court's  
3 ruling then, of course, the Court would have had to,  
4 unfortunately, ask you to do additional briefing on the impact  
5 of this -- of that ruling in this case. But the Court did not  
6 find -- the Court finds that it's consistent with the status of  
7 the law as the pleadings are before the Court, and so the Court  
8 can now move forward to the merits of the case.

9           The Court is appreciative of all of the arguments  
10 raised by each of the parties. The Court is appreciative of the  
11 supplemental briefing provided by this -- these parties. And I  
12 will tell you, part of the briefing really, in looking at the  
13 deposition testimony of some of the actual specific lead,  
14 currently named lead plaintiffs and potential class, the Court  
15 is going to have to deny without prejudice the motion for class  
16 certification because based on the -- I have to look at SB224.  
17 The Court does find that SB224 does apply to this case.

18           Alternatively, even if SB224 does not apply to this  
19 case, the Court's analysis, what I'm about to say, would be the  
20 same. But I think SB224 gives me further support, so these are  
21 two alternatives. If we're looking at SB224 in the totality of  
22 the pleadings, then the Court would find that based on the own  
23 -- potential class representatives' own statements, they in and  
24 of themselves would not meet the standard for class  
25 representatives at this juncture, so the Court would deny it

1 without prejudice.

2           And then even in the absence of look at SB224, the  
3 Court's analysis would be the same. While the Court is  
4 cognizant of the low threshold with regards to class  
5 certification, there has to be something that the  
6 representatives are already in the category in which they're  
7 seeking to represent individuals. And here, at least what I  
8 have from excerpts, and I don't have any response that says that  
9 these excerpts are incorrect or should be interpreted  
10 differently.

11           Now, I'm appreciative that part of the oral argument  
12 was the fact that the Court shouldn't consider how someone  
13 treats their taxes for purposes of the analysis. The Court is  
14 not looking at how they treat their taxes. The Court is looking  
15 at whether or not these individuals are considering for their  
16 own purposes that they would be similarly situated to the very  
17 class that they're seeking to represent, and that information  
18 provided in their undisputed deposition testimony shows that  
19 they would not.

20           So, therefore, the Court will deny without prejudice  
21 at this juncture the motion for class certification, and I'm  
22 going to ask counsel for defense to please prepare the order,  
23 circulate it to all counsels, and provide it back to the Court.

24           MR. BENDAVID: I will, Your Honor. Thank you.

25           THE COURT: Okay. EDCR 7.21, to let you know, 10



1 days. Thank you so very much.  
2 MR. BENDAVID: Thank you, Your Honor.  
3 MS. CALVERT: Thank you, Your Honor.  
4 MR. RUSING: Thank you.  
5 (Proceedings concluded at 10:18 a.m.)  
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CERTIFICATION

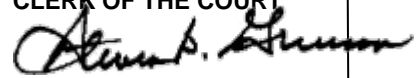
I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

Julie Potter  
Kingman, AZ 86402  
(702) 635-0301

  
\_\_\_\_\_  
JULIE POTTER  
TRANSCRIBER



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*Attorneys for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JACQUELINE FRANKLIN, ASHLEIGH  
PARK, LILY SHEPARD, STACIE ALLEN,  
MICHAELA DEVINE, SAMANTHA JONES,  
KARINA STRELKOVA, DANIELLE LAMAR  
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'**  
**RENEWED MOTION FOR CLASS**  
**CERTIFICATION**

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Plaintiffs previously moved this Honorable Court under NRCP 23(a) and 23(b)(3) for class  
3 certification. The Court in its April 6, 2017 order denying Plaintiffs' class certification motion  
4 without prejudice recognized "the low threshold with regards to class certification" but nevertheless  
5 determined that "the potential class representatives' own statements made as part of their individual  
6 depositions, in themselves, do not meet the standard for class representation at this juncture." Order  
7 at 3:19-20. *See also id.* at 3:25-4:2 (concluding certain deposition testimony indicates Plaintiffs not  
8 "similarly situated to the very class they are seeking to represent."). The Court relied upon excerpts  
9 of deposition testimony provided by Defendant in its reasoning. *See* Transcript, attached to  
10 Defendant's Opposition as Exhibit A, at 15. Those excerpts and the oral argument thereon notably,  
11 and almost exclusively, concerned income reported or taxes paid or business expense write-offs  
12 taken. *See id.* at 10:2-11:11 and 11:19-24.

13 Plaintiffs filed their pending Motion for Class Certification, curing the inadequacies the  
14 Court identified in the prior motion. Defendants (the Club) raise six arguments in opposition to  
15 Plaintiffs' renewed motion for class certification. *See* Oppo. at Sec. IV.A-F. This reply addresses  
16 each argument in turn.

17 **1. Basis for Denial of Plaintiffs' Initial Class Certification Motion**

18 The Court denied Plaintiffs' first class certification motion without prejudice because "the  
19 potential class representatives' own statements made as part of their individual depositions, in  
20 themselves, do not meet the standard for class representation at this juncture." Order at 3:19-20. The  
21 Club suggest the Court in this Order meant to deny the certification motion because "Plaintiffs'  
22 deposition testimony, which included statements about Plaintiffs' taxes, prevented them from being  
23 part of a proposed class of alleged employees. . . because [the testimony] would result in Plaintiffs  
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1 being conclusively presumed independent contractors . . . [and] not part of the class of employees  
2 proposed by Plaintiffs.” Oppo. at 10:3-12.

3 Plaintiffs, on the other hand, suggest the Court denied the first certification motion because,  
4 as the Club argued in opposing that motion, plaintiffs’ deposition testimony regarding how they filed  
5 taxes while working at the club impacts whether or not a particular dancer would meet the  
6 requirements for independent contractor status set forth in NRS 608.0155(1)(a) (asking whether “the  
7 person possesses or has applied for an employer identification number or social security number or  
8 has filed an income tax return for a business or earnings from self-employment with the Internal  
9 Revenue Service in the previous year”). *See* Renewed Cert. Mot. at 4:13-25. Limiting the class  
10 definition to holders of social security numbers resolves any Rule 23 issues that might arise in  
11 applying NRS 608.0155(a). Because all Plaintiffs possess a social security number, it does not matter  
12 if they applied for an EIN or social security number or if they filed an income tax return related to  
13 business or self-employment income. Plaintiffs thus are clearly included in the revised class  
14 definitions and therefore are adequate representatives of the proposed classes.

15 Both interpretations are facially plausible, but the Club’s interpretation cannot be squared  
16 with the fact that the Court denied the motion without prejudice, *i.e.*, with the express understanding  
17 that Plaintiffs could cure the defect in the motion and move again for class certification. If the Court  
18 believed it was appropriate to deny certification based on an analysis of the merits of the named  
19 plaintiffs’ claims (*i.e.*, based on a determination Plaintiffs’ own sworn deposition testimony  
20 established they were independent contractors as a matter of law) then the Court presumably would  
21 have denied the certification motion with prejudice, which it did not do.

22 The Club’s interpretation also would be clearly erroneous since no provision of NRS Chapter  
23 608 or the Minimum Wage Amendment suggests the subjective intent of a putative employee is  
24 relevant in determining employee status. Nev. Const. Art. 15, § 16; *see also Brennan v. Partida*, 492  
25

1 F.2d 707, 709 (5th Cir. 1974) (subjective intent of parties irrelevant for determining employee  
2 classification under minimum wage statutes). Also, denying class certification on the ground that  
3 the putative class representatives were not employees would be an improper merits determination.  
4 *See Stockwell v. City & Cty. of San Francisco*, 749 F.3d 1107, 1113–14 (9th Cir. 2014) (holding trial  
5 court abused discretion in denying class certification “because of its legal error of evaluating merits  
6 questions, rather than focusing on whether the questions presented, whether meritorious or not, were  
7 common to the members of the putative class.”) (construing analogous federal rule).

9 The subjective intent of an individual Plaintiff is not determinative of either the central issue  
10 of law (employee status) or establishing the existence of fact, and variations in fact patterns or  
11 inconsistencies are common and not fatal. *Harris v. Vector Marketing Corp.*, 753 F.Supp.2d 996,  
12 1015 (N.D. Cal. 2010), *quoting Lapin v. Goldman Sachs & Co.*, 254 F.R.D. 168, 177 (S.D.N.Y.  
13 2008).; *Dial Corp.*, 314 F.R.D. at 114 (citations omitted). Indeed, even if a plaintiff believed that  
14 Defendant had the right to force her to contractually waive employee status and agree to be an  
15 independent contractor, and even if she thought such a contract would be binding, that does not make  
16 it so. Plaintiffs cannot waive their minimum wage rights under the Nevada Constitution.<sup>1</sup> Their  
17 subjective beliefs on this point are irrelevant. “Defendants’ assertion that various class  
18 representatives demonstrated an insufficient understanding of the case — regardless of its truth —  
19 does not preclude a finding of adequacy.” *Baffa v. Donaldson, Lufkin & Jenrette Sec. Corp.*, 222  
20 F.3d 52, 61 (2d Cir. 2000) (disapproving of “attacks on the adequacy of a class representative based  
21 on the representative’s ignorance”).

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25 <sup>1</sup> To the extent that that any class member would rather remain the victim of an unlawful practice, she does not have a  
26 recognizable “conflict” with the class representative. *See, e.g., In Re Potash Litig.*, 159 F.R.D. 682, 692–93 (D. Minn.  
27 1995) (“Assuming, as we must, that the allegations in the Plaintiffs’ Complaint are true, the fact that an *illegally*  
28 controlled potash market tends to favor the long-term interests of several large members of the putative class is not  
sufficient to prevent class certification. *This is not an interest the law is willing to protect.*”) (emphases added).  
Additionally, in the context of class actions under Rule 23(b)(3), the rule’s “opt out” mechanism provides a convincing  
argument against such attacks on adequacy. *See, e.g., White v. Imperial Adjustment Corp.*, 2002 WL 1809084, at \*13  
(E.D. La. Aug. 6, 2002) (“[S]ince this is a 23(b)(3) class, dissatisfied class members have a right to opt out of the class”).

Deposition testimony alluding to Plaintiffs' believing a lie (that they signed a binding agreement to waive minimum wage) does not alter facts or law, and could not have been the basis of the order denying class certification. There is no requirement that Plaintiffs know every detail of the case and technical argument of counsel. *See Iglesias-Mendoza v. La Belle Farm, Inc.*, 239 F.R.D. 363, 372 (S.D.N.Y. 2007) ("For the legal underpinnings of their claims, plaintiffs are entitled to rely on the expertise of their counsel."); *Surowitz v. Hilton Hotels Corp.*, 383 U.S. 363, 373 (1966) (Rule 23 was "designed in large part to get away from . . . prevent[ing] unsophisticated litigants from ever having their day in court"). That Defendant hints this Court previously required otherwise is ludicrous.

**2. The Court's Prerogative to Certify a Class and/or Subclasses is Governed by NRCP 23, Not by the Content of the Complaint**

The Club next suggests, oddly, that the Court is bound in making its class certification decision to the class proposed in the complaint. *See* Oppo. at IV.B. Of course, the plain mandate of Rule 23 imposes no such meaningless obstacle to its utilization. *Cf.* NRCP 1 (procedural rules "shall be construed and administered to secure the just, speedy, and inexpensive determination of every action."). To the contrary, NRCP 23 clearly states it applies to all actions, like this one, that are "brought as a class action." NRCP 23(c)(1). Rule 23 also clearly grants the trial court broad discretion to determine how, exactly, the class action shall proceed, including by created subclasses where necessary. *See* NRCP 23(c)(4)(B) (granting court authority divide class into subclasses). *See also*

*Allen v. Holiday Universal*, 249 F.R.D. 166, 171 (E.D. Pa. 2008) ("Modifying a class definition is contemplated by the Federal Rules of Civil Procedure, see Fed.R.Civ.P. 23(c)(1), and a court "is not bound by the class definition proposed in the complaint." (*quoting Robidoux v. Celani*, 987 F.2d 931, 937 (2d Cir.1993); Newberg on Class Actions § 7:27 (noting Rule 23 "simply requires



1 that the court, in its certification decision, clearly state the precise contours of the class.”) (collecting  
2 cases).

### 3 **3. The Rule 23 Certification Requirements Are Satisfied**

4 Plaintiffs in their first certification briefing reviewed at great length why all Rule 23(a)  
5 prerequisites were met and why certification was appropriate under Rule 23(b)(3) for both claims.  
6 *See generally* Mot. at Ex. B-D. The Court in its Order identified one and only one problem with the  
7 motion: “the potential class representatives’ own statements made as part of their individual  
8 depositions, in themselves, do not meet the standard for class representation at this juncture.” Order  
9 at 3:18-20. This specific issue was addressed in the renewed certification motion. The Order  
10 identified no problem with any of the Rule 23 prerequisites or Rule 23(b)(3) requirements. Clearly  
11 the Court’s order should be interpreted according to the fundamental rule of statutory construction  
12 that “[t]he mention of one thing implies the exclusion of another.” *In re Estate of Prestie*, 122 Nev.  
13 807, 814, 138 P.3d 520, 524 (2006); *see also Galloway v. Truesdell*, 83 Nev. 13, 26, 422 P.2d 237,  
14 246 (1967) (“The maxim ‘Expressio Unius Est Exclusio Alterius,’ the expression of one thing is the  
15 exclusion of another, has been repeatedly confirmed in this State.”). If the Court had any issue with  
16 the certification motion beyond the one issue specifically identified in its Order, presumably it would  
17 have said so. Accordingly, Plaintiffs appropriately incorporated the previous briefing into the extant  
18 motion and attached copies for the Court’s reference. *See* Renewed Mot. at 5:13-17.

### 19 **4. The Motion for Class Certification is Timely**

20 The Club correctly notes NRCP 23(c)(1) provides that a determination on class action status  
21 is to be made “as soon as possible after the commencement of an action brought as a class action.”  
22 *Oppo*. at 16:2-6. But the Club’s suggestion that this provision creates a hard time limit for making  
23 this determination borders on frivolous. The Club cites no authority in support of this interpretation  
24 and suggests no possible rationale as to why this general provision should be so interpreted. In fact,  
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1 courts routinely certify classes at all stages of litigation up to a final trial on the merits. *See* Newberg  
2 on Class Actions § 7:11 (collecting cases).<sup>2</sup>

3 **5. No final merits determination has been reached because there are pending motions for**  
4 **summary judgment and no final judgment has been entered**

5 As noted in Section D, above, courts do not like to certify classes after entry of a final  
6 judgment on the merits to prevent so-called “one-way intervention.” But no final judgment has been  
7 entered in this case and, in fact, there are cross-motions for summary judgment on the merits  
8 currently pending. Plaintiffs’ filed the pending renewed class certification motion on June 7, 2017.  
9 The parties subsequently filed pending cross-motions for summary judgment several weeks later on  
10 June 19, 2017, consistent with the reasonable assumption that the Court will hear and decide the  
11 class certification motion before it hears and decides the summary judgment motions. This timetable  
12 accords perfectly with the text and policy goals of Rule 23. *See Wallace B. Roderick Revocable*  
13 *Living Trust v. XTO Energy, Inc.*, No. 08-1330-JTM-KMH, 2015 WL 790081, at \*2 (D. Kan. Feb.  
14 25, 2015) (deciding, as a matter of efficiency and discretion, to “stay a ruling on plaintiff’s motion  
15 for partial summary judgment until determining pending [contemporaneously-filed] motion for class  
16 certification.”).

17  
18  
19 **6. Merits-based Arguments Against Certification Is Improper**

20 Plaintiffs’ complaint alleges two counts: a claim for back wages under the Minimum Wage  
21 Amendment and a claim for unjust enrichment. As the Court noted in denying the Club’s motion to  
22 dismiss the unjust enrichment claim, the complaint “states a claim for unjust enrichment by, inter  
23

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24  
25 <sup>2</sup> Newburg goes on to note that, while nothing in Rule 23 prohibits post-trial certification, “[c]ourts  
26 do not like to certify a class after a trial on the merits because it appears to enable so-called ‘one-  
27 way intervention’ whereby class members are placed in a ‘win-win’ situation: if the ruling goes  
28 against the named plaintiff, then others can ‘opt out’ of the class and not be bound by that adverse  
decision, and if the ruling is favorable, then others can ‘opt-in’ to the class knowing that the  
defendant’s liability has already been established.” Newberg on Class Actions § 7:11 (collecting  
cases).

1 alia, alleging Defendant improperly imposed various fees and fines on Plaintiffs as a condition of  
2 employment, and required Plaintiffs to give money to managers and other employees,” June 25,  
3 2015 Order, at 26:17-21. The Club in its opposition brief does not argue this claim fails to meet any  
4 requirement imposed by Rule 23, and for good reason: “Where state common law includes an unjust  
5 enrichment action like Nevada’s, courts have usually granted class certification.” *Sobel v. Hertz*  
6 *Corp.*, 291 F.R.D. 525, 543 (D. Nev. 2013). Rather than focus on the Rule 23 analysis, the Club  
7 instead improperly argues that certification should be denied because, in its view, the claim will not  
8 succeed on the merits. *See* Oppo. at 19:15-18 (arguing “none of these Plaintiffs can recover on a  
9 claim for unjust enrichment.”). This merits argument is appropriately raised in the Club’s pending  
10 summary judgment motion. *See* Def. MSJ at pp.26-28. The issue is not appropriately raised in  
11 opposition to a class certification motion. *See Sargeant v. Henderson Taxi*, 394 P.3d 1215, 1219  
12 (Nev. 2017) (noting NRCP 23 “grants courts no license to engage in free-ranging merits inquiries at  
13 the certification stage” and that “merits questions may be considered to the extent—but only to the  
14 extent—that they are relevant to determine whether the Rule 23 prerequisites for class certification  
15 are satisfied.”).

#### 16 **7. Plaintiffs Did Not Need to Seek Leave Before Filing the Instant Motion**

17 Defendant’s Hail Mary attempt premised on EDCR 2.24(a) is unavailing. The initial motion  
18 for class certification was denied without prejudice. Plaintiffs brought their current motion for class  
19 certification addressing and curing the potential deficiency by creating a sub-class and conceding  
20 they meet NRS 608.0155(a)’s criteria in that they all possess social security numbers. This has  
21 been evidenced by unsworn declarations attached to Plaintiffs’ current motion, as addressed in  
22 Plaintiffs’ opposition to Defendant’s motion to strike. *See* Unsworn Declarations, attached hereto  
23 Plaintiffs’ Opposition to Defendant’s Motion to Strike, filed on the same date as this Reply.  
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1                   **CONCLUSION**

2                   The only relevant part of the Club's opposition is the section purporting to interpret the scope  
3 of this Court's order denying the previous class certification motion without prejudice. No other  
4 section raises an argument even remotely supported by the text or policy goals of Rule 23. If, as the  
5 Club maintains, this Court denied class certification because the plaintiffs' deposition testimony  
6 established conclusively that they have no claim against the Club, the Court should reconsider  
7 whether it is appropriate to make such a merits-based determination at the certification stage and, if  
8 this is the Court's position, it should deny the renewed certification motion with prejudice. If, as  
9 Plaintiffs maintain, the Court denied the certification solely because the proposed class definition  
10 was problematic, the Court should certify the proposed revised subclasses and move on to address  
11 the merits of the class claims presented, appropriately, in the pending cross-motions for summary  
12 judgment.  
13  
14

15                   DATED this 3rd day of July, 2017.

16   **MORRIS ANDERSON**

17   By: /s/ Lauren Calvert  
18   **RYAN M. ANDERSON, ESQ.**  
19   Nevada Bar No. 11040  
20   **LAUREN CALVERT, ESQ.**  
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22   716 S. Jones Blvd.  
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24   Attorneys for Plaintiffs  
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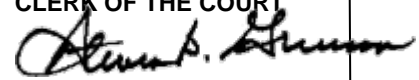
☒ Electronic Service – By serving a copy thereof through the Court’s electronic service system; and/or

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



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*Attorneys for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JACQUELINE FRANKLIN, ASHLEIGH  
PARK, LILY SHEPARD, STACIE ALLEN,  
MICHAELA DEVINE, SAMANTHA JONES,  
KARINA STRELKOVA, DANIELLE LAMAR  
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' OPPOSITION TO**  
**DEFENDANT RUSSELL ROAD FOOD**  
**AND BEVERAGE, LLC'S MOTION TO**  
**STRIKE PLAINTIFFS' RENEWED**  
**MOTION FOR CLASS**  
**CERTIFICATION AND MOTION TO**  
**STRIKE PLAINTIFFS'**  
**DECLARATIONS ON AN ORDER**  
**SHORTENING TIME**

**PLAINTIFFS' OPPOSITION TO DEFENDANT RUSSELL ROAD FOOD AND BEVERAGE, LLC'S MOTION TO STRIKE PLAINTIFFS' RENEWED MOTION FOR CLASS CERTIFICATION AND MOTION TO STRIKE PLAINTIFFS' DECLARATIONS ON AN ORDER SHORTENING TIME**

Plaintiffs, individually and on behalf of all persons similarly situated, hereby file their Opposition to Defendant Russell Road Food and Beverage, LLC's Motion to Strike Plaintiffs' Renewed Motion for Class Certification and Motion to Strike Plaintiffs' Declarations on Order Shortening Time. This Opposition is based upon the following Memorandum of Points and Authorities and any oral argument this Court may wish to entertain at the hearing of this Motion.

DATED this 3rd day of July, 2017.

**MORRIS ANDERSON**

By: /s/ Lauren Calvert

**RYAN M. ANDERSON, ESQ.**

Nevada Bar No.: 11040

**LAUREN CALVERT, ESQ.**

Nevada Bar No.: 10534

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6363 N. Swan Road, Ste. 151

Tucson, AZ 85718

*Attorneys for Plaintiffs*

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1 This Court previously denied Plaintiffs' motion for class certification without prejudice and  
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3 in its order identified, as orders do, specific reasons why the motion was denied. Plaintiffs submitted  
4  
5 a renewed class certification motion addressing the concerns raised in the Court's order and, in the  
6  
7 interests of efficiency, incorporated by reference the initial class certification motion to re-state for  
8  
9 the Court all of the grounds for class certification presented therein. The Club, predictably enough,  
10  
11 doesn't think much of Plaintiffs' renewed motion for class certification. The rules of procedure  
12  
13 conveniently provide a mechanism for expressing that displeasure in the form of an opposition brief.  
14  
15 And, in fact, the Club has filed an opposition brief thus appropriately teeing up the matter (with the  
16  
17 soon-to-be-filed reply) for a hearing and, ultimately, the Court's ruling.

But, inexplicably, the Club’s counsel also has seen fit to clog this Court’s busy docket and waste the parties’ time and money with an overly-zealous “motion to strike” Plaintiffs’ renewed class certification motion as a “fugitive document.” Of course, Plaintiffs’ motion is not “fugitive” – it is clearly is authorized by NRCP 23(c). And, more pointedly, the Nevada Supreme Court for good reason “has repeatedly condemned the practice of a motion to strike a motion.” *Gull v. Hoalst*, 77 Nev. 54, 57, 359 P.2d 383, 384 (1961); *see also Lux v. Lux*, 66 Nev. 337, 338–39, 210 P.2d 212, 212 (1949) (striking motion to strike a motion and noting, with irritation, “[w]e have repeatedly held that it is bad practice to file a motion to strike a motion.”).

Beyond the annoying impropriety of moving to strike a duly-filed motion, the Club's argument is based on the patently incorrect assumption that the renewed motion is identical to the previous motion and, therefore, in reality is a mislabeled and improper motion for reconsideration. See Mot. at sec. IV.A. Of course, the Club here is simply wrong. Plaintiffs have carefully tailored the renewed motion for class certification to address the problems identified by this Court in its previous order denying class certification without prejudice. If the Club disagrees with Plaintiffs'



1 interpretation of the order or with any other aspect of the renewed motion, the “good practice” is to  
2 raise those arguments in its opposition brief (which it has done).

3         The Club also raises two objections to the declarations submitted in support of the renewed  
4 motion. See Mot. to Strike at Sec. IV.C. First, the Club notes that the declarations do not comport  
5 with EDCR 2.21(a) because they do not state that they are made “under penalty of perjury.” Id. at  
6 14:15-25. This point is well-taken (although it should have been raised in the opposition or, better  
7 yet, taken care of with a simple phone call). Revised declarations addressing this clerical oversight  
8 are filed herewith. See Revised Declarations, attached hereto as “**Exhibit 1.**”  
9

10         Second, the Club suggests, oddly and with no citation to legal authority, that a party cannot  
11 submit declarations or otherwise offer testimony beyond deposition testimony after discovery has  
12 closed. Id. at 15:14-24. Discovery is a time for parties to discover information from the other side.  
13 As part of discovery, the Club had the opportunity to depose and did in fact depose each Plaintiff.  
14 But the burden is on the party taking the deposition to determine what questions to ask and what  
15 topics to cover. A party is under no obligation to offer unsolicited opinions or thoughts at a  
16 deposition, nor is a party’s testimony limited in any way to the topics covered or statements made  
17 during the deposition.  
18

19         For the foregoing reasons, the Court should deny the Club’s “Motion to Strike Plaintiffs’  
20 Renewed Class Certification Motion” and make clear in its order that a motion to strike a motion is  
21 bad practice, plain and simple.  
22

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1 DATED this 3rd day of July, 2017.

2 **MORRIS ANDERSON**

3 By: /s/ Lauren Calvert

4 **RYAN M. ANDERSON, ESQ.**

5 Nevada Bar No.: 11040

6 **LAUREN CALVERT, ESQ.**

7 Nevada Bar No.: 10534

8 716 S. Jones Blvd.

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10 P. ANDREW STERLING, ESQ.

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14 **RUSING LOPEZ & LIZARDI, PLLC**

15 6363 N. Swan Road, Ste. 151

16 Tucson, AZ 85718

17 *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 3rd day of July, 2017, I served the foregoing ***PLAINTIFFS'***  
4 ***OPPOSITION TO DEFENDANT RUSSELL ROAD FOOD AND BEVERAGE, LLC'S MOTION***  
5 ***TO STRIKE PLAINTIFFS' RENEWED MOTION FOR CLASS CERTIFICATION AND***  
6 ***MOTION TO STRIKE PLAINTIFFS' DECLARATIONS ON AN ORDER SHORTENING TIME***  
7  
8 as follows:

- 9 ☒ Electronic Service – By serving a copy thereof through the Court's electronic  
10 service system; and/or  
11 ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage  
12 prepaid and addressed as listed below; and/or  
13 ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile  
14 number(s) shown below and in the confirmation sheet filed herewith. Consent to  
15 service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by  
16 facsimile transmission is made in writing and sent to the sender via facsimile within  
17 24 hours of receipt of this Certificate of Service.

16 Gregory J. Kamer, Esq.  
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18 3000 W. Charleston Blvd., Suite 3  
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Las Vegas, Nevada 89101

22 *Attorneys for Defendants*

23  
24 /s/ Erickson Finch  
An employee/agent of **MORRIS//ANDERSON**

# **EXHIBIT 1**

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**DECLARATION OF LILY SHEPARD**

I, LILY SHEPARD, Plaintiff in Case No.: A-14-709372-C, currently before the Eighth Judicial District Court, declare as follows:

1. I possess a social security number.
2. I have worked at the Club as a dancer many times after November 2, 2012.

"I declare under penalty of perjury that the foregoing is true and correct."

Dated this 30th day of June, 2017.



---

**LILY SHEPARD**

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1. I possess a social security number.
2. I have worked at the Club as a dancer many times after November 2, 2012.

Dated this 31 day of May, 2017.

  
**KARINA STRELKOVA**

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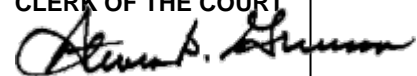
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1 **RPLY**

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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,  
37 I-X,

Defendants.

AND RELATED COUNTERCLAIMS

Case No.: A-14-709372-C

Dept. No.: 31

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

**Date: July 11, 2017**

**Time: 9:30 a.m.**



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

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

DATED this 6<sup>th</sup> day of July, 2017

**MORAN BRANDON BENDAVID MORAN**

*/s/ Jeffery A. Bendavid,*  
**JEFFERY A. BENDAVID, ESQ.**  
Nevada Bar No. 6220  
**STEPHANIE J. SMITH, ESQ.**  
Nevada Bar No. 11280  
630 South 4<sup>th</sup> Street  
Las Vegas, Nevada 89101

**KAMER ZUCKER ABBOTT**

*/s/ Gregory J. Kamer*

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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”) had the burden of demonstrating with actual  
6 evidence that this Court had jurisdiction over the subject matter of each of Plaintiffs’  
7 Complaints. Instead of meeting this required burden, Plaintiffs’ Opposition contains nothing  
8 more than an incoherent collection of overturned, misapplied, misconstrued, contradictory,  
9 and outright false legal citations and conclusions that have no basis in law or the facts of this  
10 case. As explained below, Plaintiffs’ Opposition has not refuted a single fact or argument set  
11 forth in Russell Road’s Motion to Dismiss, let alone demonstrated that this Court has the  
12 requisite jurisdiction over any of Plaintiffs’ individual matters. As a result, this Court lacks  
13 jurisdiction over the subject matter of this case. Therefore, Plaintiffs’ Complaint must be  
14 dismissed pursuant to N.R.C.P. 12(b)(1) and N.R.C.P. 12(h)(3).  
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17

18 **II. ARGUMENT**

19 **A. Only Plaintiffs’ Third Amended Complaint Can Be Considered to Determine**  
20 **Jurisdiction and Plaintiffs’ Third Amended Complaint Fails To Demonstrate That**  
21 **This Court Has Jurisdiction Over the Subject Of This Matter.**

22 The Nevada Constitution provides that district courts do not have original jurisdiction  
23 over actions that fall within the original jurisdiction of the justices’ courts. *See Nev. Const.*  
24 *art. 6, § 6.* NRS 4.370(1) confers original jurisdiction upon justices’ courts over civil actions  
25 for damages or fines, if such damages or fines, without interest, do not exceed \$10,000.  
26 Thus, Nevada district courts only have original jurisdiction over civil actions for damages  
27 and fines that exceed \$10,000. *See* NRS 4.370(1). Consequently, N.R.C.P. 8(a)(2) requires  
28



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1 Plaintiffs to include in their Complaint a demand for damages or relief that is “in excess of  
2 \$10,000” in order to demonstrate that this District Court has jurisdiction over Plaintiffs’  
3 matter.

4 Here, Plaintiffs have not demonstrated in their Third Amended Complaint that this  
5 Court has jurisdiction over Plaintiffs’ matter because Plaintiffs have not asserted any  
6 allegations that Plaintiffs are entitled to damages in excess of \$10,000. *See generally*, Third  
7 Amended Complaint. Further, Plaintiffs’ Third Amended Complaint has not asserted any  
8 other claims or allegations that would provide this Court with subject matter jurisdiction. *See*  
9 *Id.*

10 Plaintiffs conceded in their Opposition that their Third Amended Complaint does not  
11 make this required assertions of subject matter jurisdiction. *See* Opposition at 9. To the  
12 contrary, Plaintiffs’ Opposition contends that their original Complaint and their First  
13 Amended Complaint alleged damages in excess of \$10,000. *See Id.* at 8-9. Plaintiffs,  
14 therefore, incorrectly conclude in their Opposition that they sufficiently have established that  
15 this Court has subject matter jurisdiction because their Complaint and First Amended  
16 Complaint made such allegations. *See Id.*

17 Plaintiffs’ conclusion is incorrect because it is well established Nevada law and the law of  
18 other jurisdictions that an amended complaint supersedes an original complaint and any prior  
19 amendments thereto, rendering each “nugatory.” *Randono v. Ballow*, 100 Nev. 142, 143, 676  
20 P.2d 807, 807 (1984). *See also, e.g., Associated Aviation Underwriters, Inc., v. Vegas Jet,*  
21 *LLC*, 106 F. Supp. 2d 1051, 1054 (D. Nev. 2000)) (“The amended complaint is in itself a full,  
22 distinct, and complete pleading and entirely supersedes the original.”); *Burlington Northern*  
23 *Railroad Company vs. Estates of Red Wolf and Bull Tail*, 1998 U.S. Dist. LEXIS 23543 at \*5  
24  
25  
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1 (D. Mont. 1998) (*quoting Bullen v. De Bretteville*, 239 F.2d 824, 832 (9<sup>th</sup> Cir. 1956)) (“an  
2 amended pleading supersedes the original, the latter being treated as non-existent”); and  
3 *Rasidescu v. Midland Credit Management, Inc.*, 435 F. Supp. 2d 1090, (S.D. Ca. 2006)  
4 (*citing King v. Dogan*, 31 F. 3d 344, 346 (4<sup>th</sup> Cir. 1994)) (once filed an amended complaint  
5 supersedes the original; it must stand or fall on its own; jurisdictional and other allegations  
6 essential to a claim must be realleged; and the original complaint is rendered irrelevant).

8 Once an amended complaint is filed, it “becomes the only complaint in the action,” and the  
9 action proceeds as if the prior complaints never existed. *E.g.*, *Shelley v. Shelley*, 688 N.Y.S.  
10 2d 439, 442 (N.Y. Sup. Ct. 1999). *See also, Plaza PH2001 LLC v. Plaza Residential Owner*  
11 *LP*, 947 N.Y.S. 2d 498, 505 (N.Y. App. 2012).

13 As plainly demonstrated by the numerous legal references above<sup>1</sup>, Plaintiffs’ original  
14 Complaint, their First Amended Complaint, and their Second Amended Complaints were  
15 superseded by Plaintiffs’ Third Amended Complaint. *See supra*. As a result, each was  
16 rendered “nugatory” and for purposes of determining subject matter jurisdiction, simply are  
17 non-existent and cannot be considered. *See Id.* Thus, the only complaint of Plaintiffs that  
18 exists here is Plaintiffs’ Third Amended Complaint and is, in the language of Plaintiffs’  
19 Opposition, the only complaint available for consideration of jurisdiction “at the  
20 commencement of Plaintiffs’ action.” *Id.*

22 Russell Road’s Motion to Dismiss establishes, and as conceded in Plaintiffs’  
23 Opposition, that Plaintiffs’ Third Amended Complaint, on its face, does not assert any claim  
24

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26 <sup>1</sup> There are dozens and dozens of cases all supporting the same legal tenet. Despite Plaintiffs’ burden,  
27 Plaintiffs’ Opposition fails to acknowledge or reference any of these cases, provide any argument in  
28 opposition, or attempt to distinguish the facts of their case against this completely settled law.  
*See generally*, Plaintiffs’ Opposition.



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1 nor assert any allegation of damages (*i.e.*, “in excess of \$10,000.00”) that grants this Court  
2 jurisdiction over the subject matter<sup>2</sup>. *See generally*, Third Amended Complaint. *See also*,  
3 Opposition at 9. *Cf. Edwards v. Emperor’s Garden Rest.*, 122 Nev. 317, 330, 130 P.3d 1280,  
4 1288 (2006) (jurisdiction properly invoked from Plaintiffs’ Complaint and therefore,  
5 prevented dismissal because of subsequent events). Thus, Plaintiffs never properly invoked  
6 jurisdiction from the commencement of their action and absent such claims or allegations this  
7 Court does not have and in fact, never had jurisdiction over the subject matter. *See Morrison*  
8 *v. Beach City LLC*, 116 Nev. 34, 36-37, 991 P.2d 982, 983 (2000) (“Legal Certainty Test”  
9 adopted and applied only where it cannot be determined from the face of the pleading if  
10 subject matter jurisdiction exists). *See also, Royal Insurance v. Eagle Valley Construction,*  
11 *Inc.*, 110 Nev. 119, 120, 867 P.2d 1146, 1147 (1994) (dismissed claim for lack of subject  
12 matter jurisdiction because claimed damages were less than jurisdictional amount required);  
13 and *e.g., Penrose v. Fritsch*, 2014 U.S. Dist. LEXIS 145667, at \*3 (D. Nev. 2014) (Dismissal  
14 under Rule 12(b)(1) is appropriate if the complaint fails to allege facts on its face sufficient to  
15 establish subject matter jurisdiction).

16  
17  
18  
19 Therefore, Plaintiffs’ Third Amended Complaint must be dismissed pursuant to  
20 N.R.C.P. 12(b)(1) and 12(h)(3), since Plaintiffs’ Third Amended Complaint fails on its face to  
21 establish that this Court has subject matter jurisdiction.

22 **B. Nevada Law Prohibits Plaintiffs From Including Any Allegations Of Attorneys’ Fees**  
23 **To Establish Subject Matter Jurisdiction.**

24 Plaintiffs’ Opposition argues that its demand for attorneys’ fees should be taken into  
25 account in assessing whether this Court has jurisdiction over the subject matter. *See*  
26 Opposition at 5 and 10. To support this argument, Plaintiffs cite to a series of federal cases  
27

28 <sup>2</sup> Plaintiffs’ Third Amended Complaint also does not incorporate any past claims or allegations. *See Id.*





1 that permit a federal court the discretion to include attorneys' fees in determining the amount  
2 in controversy if a statute authorizes an award of attorneys' fees. *See Id.* at 5 (*citing e.g.,*  
3 *Goldberg v. CPC International, Inc.*, 678 F.2d 1365, 1367 (9<sup>th</sup> Cir. 1982)).

4  
5 Plaintiffs' reliance on federal law is misplaced. The federal cases relied upon by  
6 Plaintiffs are concerned with establishing the "amount in controversy" in federal diversity  
7 actions or state actions being removed to a federal court. *Gibson v. Chrysler Corp.*, 261 F.3d  
8 927, 942-43 (9<sup>th</sup> Cir. 2001). For purposes of determining the "amount in controversy," federal  
9 courts routinely consider the value of the claim of a plaintiff, which may include more than  
10 just the alleged damages, to determine whether a plaintiff's complaint exceeds the threshold  
11 amount in controversy. *See e.g., Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, at 700  
12 and at 700 n. 4 (9<sup>th</sup> Cir. 2007) (recognizing the dispute between total amount of a claim versus  
13 only damages in determining amount in controversy).  
14

15 Plaintiffs' case has no relationship whatsoever to federal cases concerning themselves  
16 with removal or diversity jurisdiction. *See generally*, Third Amended Complaint. Plaintiffs'  
17 action purely is a Nevada action and as such, jurisdiction over the subject matter is specified  
18 by statute *See* NRS 4.370(1). *See also, Kell v. State*, 96 Nev. 791, 792-793, 618 P. 2d 350,  
19 351 (1980) (a court created by statute has only the authority given to it by the statute).  
20

21 Also, unlike the federal cases incorrectly relied upon by Plaintiffs, Nevada law does  
22 not have any dispute over what may be considered to determine whether the required  
23 jurisdictional amount has been met. NRS 4.370 expressly limits such consideration only to  
24 damages. NRS 4.370, provides that a Nevada district court only has jurisdiction over suits  
25 involving more than \$10,000 in damages. Since Nevada district courts are created by statute,  
26 they cannot exceed the authority granted NRS 4.370, which in this matter, limits the Court  
27  
28



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1 from considering anything other than the amount of damages alleged by Plaintiffs. *See Royal*  
2 *Ins.*, 110 Nev. at 120.

3 Accordingly, the Nevada Supreme Court unequivocally has held that attorneys' fees  
4 cannot be included to determine the jurisdictional limit under NRS 4.370<sup>3</sup>, because attorneys'  
5 fees are not damages. *Id.* Thus, clear Nevada law exists that expressly prohibits the inclusion  
6 of attorneys' fees and costs in determining the threshold amount for this Court's jurisdiction.  
7 *See Id.* Thus, Plaintiffs' reliance on federal case law to contend that their attorneys' fees  
8 should be included is without merit, and in reality, improper.

10 Further, Plaintiffs' reliance on the fact that that Nevada's Minimum Wage Amendment  
11 (the "MWA") provides for the recovery of attorneys' fees and costs if Plaintiffs' prevail on  
12 their claim for an alleged violation of the MWA in no way demands their inclusion in the  
13 determination of the threshold amount required for this Court to maintain jurisdiction.  
14 Attorney's fees, including any that Plaintiffs could obtain under a successful MWA claim, are  
15 only recoverable in Nevada by "statute, rule, or contract." *Albios v. Horizon Communities,*  
16 *Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1028 (2006). Thus, the fact that the MWA grants  
17 Plaintiffs an opportunity to recover their attorneys' fees does not require by operation of  
18 Nevada law that they be included in the determination of the threshold amount for jurisdiction.  
19 *Cf. Liu v. Christopher Homes, LLC*, 130 Nev. Adv. Rep. 17 at \*8-10, 321 P.3d 875, 878  
20 (2014). Otherwise, all attorneys' fees that could be obtained through statute would be  
21 included in the determination of subject matter jurisdiction. Despite the countless statutes that  
22 provide for the recovery of attorneys' fees and costs, which existed before and after the  
23  
24  
25  
26

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27 <sup>3</sup> Plaintiffs' Third Amended Complaint does not allege attorneys' fees as special damages in the manner  
28 required by NRCP 9. *See generally*, Third Amended Complaint. Plaintiffs' Opposition also does not  
argue that Plaintiffs' circumstances qualifies as one of the limited situations in Nevada where attorneys'  
fees are an element of damages. *See generally*, Opposition.



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1 MWA, the Nevada Supreme Court still has held that attorneys' fees cannot be included in the  
2 determination of the threshold amount for this Court to have jurisdiction. *See Royal Ins.*, 110  
3 Nev. at 120. Therefore, it is clear that under Nevada law Plaintiffs' right to recover attorneys'  
4 fees under the MWA should they prevail does not require their inclusion in the determination  
5 of whether the threshold for this Court's jurisdiction has been met.  
6

7 Additionally, Plaintiffs further request that this Court should take judicial notice of the  
8 docket "to find that that the \$10,000 threshold has been exceeded via attorneys' fees." *Id.* at  
9 10. Plaintiffs request for judicial notice is ludicrous. Plaintiffs have not cited any case and  
10 none exists where this Court may take judicial notice of "how hard Plaintiffs' attorneys' have  
11 worked" to deem that Plaintiffs have met the jurisdictional threshold. *See Id.*  
12

13 To the contrary, Plaintiffs bear the burden of demonstrating subject matter jurisdiction  
14 at all times. *See Morrison*, 116 Nev. at 36-7 (citations omitted). Thus, Plaintiffs, when  
15 subject matter jurisdiction is challenged, must set forth summary judgment type evidence to  
16 meet their burden, and not by judicial notice. *See e.g., Singer v. State Farm Mut. Auto. Ins.*  
17 *Co.*, 116 F.3d 373, 377 (9<sup>th</sup> Cir. 1997). Here, Plaintiffs have not provided a single shred of  
18 evidence that remotely could establish the existence of their attorneys' fees, the amount of  
19 attorneys' fees, or that their attorneys' fees results in Plaintiffs exceeding the required  
20 jurisdictional amount. *See Opposition* at 10-11. *See also, e.g., Sadler v. Ensignal, Inc.*, 2017  
21 U.S. Dist. LEXIS 82412 at 17-18 (E.D. Ca. May 30, 2017) (refusing to include attorneys'  
22 fees in calculation for determining jurisdictional threshold because party failed to present any  
23 evidence to determine amount of attorneys' fees).  
24  
25

26 As such, Plaintiffs' attempt to include attorneys' fees in the determination of whether this  
27 Court has jurisdiction additionally fails at Plaintiffs' own hand, or lack thereof. Therefore,  
28



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1 Plaintiffs' Third Amended Complaint must be dismissed pursuant to N.R.C.P. 12(b)(1) and  
2 12(h)(3).

3 **C. Plaintiffs' Alleged Class Action Does Not Create Original Jurisdiction For This**  
4 **Court And This Court May Not Exercise Supplemental Jurisdiction Over Any**  
5 **Plaintiff Or Non-Existent Class That Does Not Meet the Jurisdictional Requirement.**

6 The "Argument" portion of Plaintiffs' Opposition commences with the following  
7 unsupported contention:

8 A putative class action cannot be dismissed prior to the deadline for class  
9 certification where the putative class's damages, or at least one class  
10 representative's damages, would meet the jurisdictional threshold.  
Opposition at 8.

11 Although Plaintiffs' "Argument" commences with this contention, Plaintiffs do not set  
12 forth any legal citation or reference that establishes, relies upon, or supports in any manner  
13 this assertion. *See Id.* at 8-11. In fact, the entirety of Plaintiffs' "Argument" does not provide  
14 a single reference to any statute or any case to support any portion of their so-called  
15 "Argument." *See Id.*

17 Nonetheless, Plaintiffs, as part of their 8 page "Legal Standard" contend that even  
18 under a "strict jurisdictional analysis of CAFA [Class Action Fairness Act of 2005]," federal  
19 courts may "adjudicate claims for less than \$75,000 as long as at least one class member  
20 satisfies the "legal certainty test" at the \$75,000 threshold." *Id.* at 8. Apparently, to support  
21 this contention, Plaintiffs cite to *Exxon Mobil, Inc., v. Allapattah Servs. Inc.*, 545 U.S 546, 559  
22 (2005). *See Id.* Plaintiffs' reliance on *Exxon Mobil* is inappropriate and wholly without  
23 merit. To begin with, the rule set forth in *Exxon Mobil* was superseded in several ways by the  
24 Class Action Fairness Act of 2005 ("CAFA") (28 U.S.C § 1332(d)(2)). *See Frisby v. Keith D.*  
25 *Weiner & Assocs. Co., LPA*, 669 F. Supp. 2d 863, 871, fn. 3 (N.D. Ohio 2009). This was  
26  
27  
28



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1 because CAFA was enacted after the Supreme Court granted certiorari in *Exxon Mobil*, and  
2 consequently, “had no bearing” whatsoever on the Supreme Court’s analysis or decision. *See*,  
3 545 U.S. at 571-72. Thus, the Supreme Court in *Exxon Mobil* did not conduct a “stringent  
4 jurisdictional analysis under CAFA” as asserted by Plaintiffs. Opposition at 8.  
5

6 Further, the Supreme Court in *Exxon Mobil* did not hold that “federal courts may  
7 adjudicate claims for less than \$75,000 as long as at least one class member satisfies the legal  
8 certainty test at the \$75,000 threshold,” as stated by Plaintiffs<sup>4</sup>. *Id.* *See also*, 545 U.S. at 549.  
9

10 Instead, the Supreme Court in *Exxon Mobil* considered a single question:

11 [W]hether a federal court in a diversity action may exercise supplemental  
12 jurisdiction over additional plaintiffs whose claims do not satisfy the  
13 minimum amount-in-controversy requirements, provided the claims are part  
14 of the same case or controversy as the claims of plaintiffs who do allege a  
15 sufficient amount in controversy. 545 U.S. at 549.

16 In response to this single question, the Supreme Court held:

17 [W]here the other elements of jurisdiction are present and at least one named  
18 plaintiffs in the action satisfies the amount-in-controversy requirement, § 1367  
19 does authorize supplemental jurisdiction over the claims of other plaintiffs in  
20 the same Article III case or controversy, even if those claims are for less than  
21 the jurisdictional amount specified in the statute setting for the requirement for  
22 diversity jurisdiction. *Id.*

23 Notwithstanding Plaintiffs’ false assertion that the Supreme Court in *Exxon Mobil*  
24 conducted a “stringent analysis under CAFA,” Plaintiffs’ reliance upon *Exxon Mobil* is  
25 entirely inappropriate and inapplicable to support Plaintiffs’ contention. Plaintiffs’ case is not  
26 in federal court, Plaintiffs are not attempting diversity jurisdiction, this Court and this case is  
27 not subject to “§ 1367,” Plaintiffs claims are not Article III matters, and Plaintiffs have not  
28

---

<sup>4</sup> The Supreme Court in *Exxon Mobil* not only did not consider the “Legal Certainty Test,” it was not even mentioned in *Exxon Mobil*. *See Id.*



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1 met the other elements of jurisdiction since Plaintiffs' Third Amended Complaint does not  
2 allege damages in excess of \$10,000. *See generally*, Third Amended Complaint.

3 More importantly, this Court, unlike all federal courts, does not have the right to  
4 exercise supplemental jurisdiction over any party or claim. *See* NRS 4.370. Nevada District  
5 Courts are courts of original jurisdiction created by statute and consequently, cannot assert any  
6 jurisdiction other than as granted by statute. *See Id.* *See also, Kell*, 96 Nev. at 792-793. No  
7 Nevada statute or case exists that permits the Court to assert jurisdiction over any one of the  
8 named Plaintiffs or Plaintiffs' proposed class, or any member thereof, unless the jurisdictional  
9 threshold is met. *See Id.* Since Plaintiffs, on the face of their Complaint, have not met the  
10 jurisdictional requirement, this Court lacks jurisdiction over the subject matter. *See supra*.  
11

12 Additionally, no Nevada statute exists, and Plaintiffs certainly have not cited one, that  
13 grants this Court original jurisdiction over a class action. *Cf. United Steel v. Shell Oil*  
14 *Company*, 602 F.3d 1087, 190-91, (9<sup>th</sup> Cir. 2010) (CAFA (28 U.S.C § 1332(d)(2), is a federal  
15 statute that grants federal courts original jurisdiction over class actions meeting the statutory  
16 requirements of CAFA). This is contrast to Plaintiffs' attempt to declare that their proposed  
17 class somehow prevents this Court from dismissing Plaintiffs' case for lack of subject matter  
18 jurisdiction because Plaintiffs' have alleged a class action. *See* Opposition at 5-6 (citing to  
19 *United Steel*, 602 F.3d at 1091-92, and several other similar federal cases).  
20

21 Again, Plaintiffs' reliance on federal law is without merit. Each of the federal cases  
22 cited and relied upon by Plaintiffs in the "Legal Standard" portion of their Opposition are  
23 concerned with CAFA, which expressly grants a federal court original jurisdiction over a class  
24 action where the parties are over a 100 in number, are minimally diverse, and the amount in  
25 controversy exceeds \$5 million. *See Id.* (citing, e.g., *Metz v. Unizan Bank*, 649 F.3d 492, 500  
26  
27  
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1 (6<sup>th</sup> Cir. 2011); and *Cunningham Charter Corp. v. Learjet, Inc.*, 592 F.3d 805, 806-07 (7<sup>th</sup> Cir.  
2 2010)). The only issue in the federal cases cited by Plaintiffs was whether jurisdiction over a  
3 class action asserted under CAFA commenced at the time of filing or at the time of  
4 certification. *See e.g., United Steel*, 602 F.3d at 1091.

5  
6 These cases all reasoned that since 28 U.S.C. 1332 (d)(1)(B) defined a “class action”  
7 as any civil action “filed under Rule 23 or some other state statute,” that original jurisdiction  
8 existed at the beginning of the action. *See Id.* (“If Congress meant to divest the district courts  
9 of jurisdiction following denial of class certification, it could have said so explicitly”).

10  
11 For the same reason as above, Plaintiffs’ reliance on these federal cases is  
12 inappropriate. CAFA does not apply to Plaintiffs’ case and Plaintiffs’ proposed class was not  
13 asserted pursuant to CAFA. *See Third Amended Complaint* at 1-3. Additionally, Plaintiffs’  
14 case is not a diversity action. *See Id.* Further, Nevada has no statute that defines a “class  
15 action” in the manner defined by CAFA (28 U.S.C. 1332(d)) nor does Nevada have a statute  
16 that grants original jurisdiction to its district courts over a class action, at any time, or under  
17 any definition. *See NRS 4.370. Cf. CAFA* (28 U.S.C. 1332 (d)(2)).

18  
19 Although absent in Plaintiffs’ Opposition, federal courts also have considered whether  
20 subject matter jurisdiction ever existed or remains over case removed to federal courts where  
21 class certification was denied. *See e.g., Salazar v. Avis Budget Grp., Inc.*, 2008 U.S. Dist.  
22 LEXIS 94610 at \*5 (S.D. Cal. 2008) (denial of class certification means there is not and never  
23 was a class action triggering subject matter jurisdiction under CAFA). In these cases, federal  
24 courts have held that the subsequent denial of class certification prevents the federal court  
25 from having jurisdiction over the subject matter. *See e.g., Ratnayake v. Farmers Ins. Exch.*,  
26 2015 U.S. Dist. LEXIS 25868 at \*20-21 (D. Nev. 2015). This is because subject matter  
27  
28



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1 jurisdiction must exist at the outset of a case and throughout and the denial of class  
2 certification means that there is not, and never was a class, which could grant a federal court  
3 subject matter jurisdiction. *See Id.*

4 As in this line of federal cases, there is not and never was a class in Plaintiffs' case.  
5 *See Order Denying Plaintiffs' Motion for Certification.* Plaintiffs' Motion for Class  
6 Certification was denied and therefore, no class ever existed. *See supra.* Thus, this Court does  
7 not have and never had subject matter jurisdiction over Plaintiffs' claims because of Plaintiffs'  
8 alleged class action. *See Id.* Therefore, Plaintiffs' Third Amended Complaint must be  
9 dismissed pursuant to N.R.C.P. 12(b)(1) and 12(h)(3).  
10

11 **D. Current Law Requires Each Named Plaintiff To Meet Separately the Jurisdictional**  
12 **Requirements.**

13 Plaintiffs' "Legal Standard" portion of their Opposition contends that since Plaintiffs  
14 seek to ultimately enforce the MWA it is enough if "their interests collectively equal the  
15 jurisdictional amount." Opposition at 7. To support this contention, Plaintiffs cite to the 1916  
16 Supreme Court case of *Pinel v. Pinel*, 240 U.S. 594, 596. *See Id.*

17 Plaintiffs' reliance on *Pinel* is greatly outdated. Here in the 21<sup>st</sup> Century, the legal  
18 principal espoused by Plaintiffs specifically does not apply to Plaintiffs' minimum wage case.  
19 *See e.g., Urbino v. Orkin Servs. Of California, Inc.*, 726 F.3d 1118, 1122 (9<sup>th</sup> Cir. 2013).  
20

21 In *Urbino*, the Ninth Circuit Court of Appeals considered whether a wage and hour  
22 class action case, just like Plaintiffs' case, permitted the aggregation of the collective interest  
23 of Plaintiffs to meet the jurisdictional amount exactly in the manner that Plaintiffs contend in  
24 their Opposition. *See Id.* at 1121-22. *See also*, Opposition at 7. In *Urbino*, the 9<sup>th</sup> Circuit  
25 identified that the traditional rule is that multiple plaintiffs who assert separate and distinct  
26  
27  
28



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1 claims are precluded from aggregating them to satisfy the amount in controversy. See Id. at  
2 1122. However, in *Urbino*, the 9<sup>th</sup> Circuit recognized that claims of class members can be  
3 aggregated to meet the jurisdictional amount requirement only when they “unite to enforce a  
4 single title or right in which they have a common and undivided interest.” 726 F.3d at 1122  
5 (quotation omitted). This is the same exception to the traditional rule argued for by Plaintiffs  
6 and discussed in *Pinel*. See Opposition at 7.

8 Unlike Plaintiffs’ Opposition, the 9<sup>th</sup> Circuit, in *Urbino*, also set forth the test required  
9 to determine whether class members “unite to enforce a single title or right in which they have  
10 a common interest.” 726 F.3d at 1122. In *Urbino*, the 9<sup>th</sup> Circuit determined that “[o]nly  
11 where the defendant owes an obligation to the plaintiffs as a group and not to the individuals  
12 severally will a common and undivided interest be found.” Id.

14 Applying this test in *Urbino*, the 9<sup>th</sup> Circuit held that in wage and hour cases, like  
15 Plaintiffs’ case, the rights of the plaintiffs are held individually and each alleged employee  
16 “suffers a unique injury that can be addressed without the involvement of the other” alleged  
17 employees. 726 F.3d at 1122. The 9<sup>th</sup> Circuit in *Urbino*, therefore, concluded that since the  
18 defendant’s obligation in a wage and hour action is to the individual and not the group, the  
19 claims of wage and hour class members cannot be aggregated to meet the jurisdictional  
20 threshold. See Id. See also, *Sadler*, 2017 U.S. Dist. LEXIS 82412 at \*7-9 (denying  
21 aggregation in a wage class action alleging among other claims a failure to pay wages at the  
22 time of termination; just as Plaintiffs’ case alleges).

25 As in *Urbino* and in *Sadler*, Plaintiffs action is wage and hour case. See *Perry v.*  
26 *Terrible Herbst, Inc.*, 132 Nev. Adv. Rep. 75 at \*7-8, 383 P.3d 257, 259 (2016) (determining  
27 that claim for failure to pay Nevada’s Minimum Wage was in reality, a claim for back pay  
28



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1 under NRS 608.260). Thus, pursuant to *Urbino*, Plaintiffs cannot aggregate their claims to  
2 meet the jurisdictional threshold because each Plaintiff suffers a unique injury that can be  
3 addressed independently. See supra. As such, each named Plaintiff must meet individually  
4 meet the jurisdictional amount. See e.g., *Corea v. Kim*, 2016 U.S. Dist. LEXIS 83769 at \*2  
5 (D. Nev. 2016). See also, *Gibson*, 261 F.3d 927, 941 (9<sup>th</sup> Cir. 2001) (jurisdiction in class  
6 actions is only through the named plaintiffs). For the same reasons, Plaintiffs, as they contend  
7 in their Opposition, can rely upon the alleged damages of unnamed “class” members to meet  
8 the jurisdictional threshold, especially considering the undisputable fact that Plaintiffs’ “class”  
9 never existed. See supra. See Opposition at 9. Consequently, Plaintiffs’ Third Amended  
10 Complaint must be dismissed pursuant to N.R.C.P. 12(b)(1) and 12(h)(3) since none of the  
11 Plaintiffs’ have individually met the jurisdictional requirement.

12  
13  
14 **E. Plaintiffs Cannot Aggregate Their Causes of Action Since Plaintiffs’ First Claim For**  
15 **Relief Provides Plaintiffs With An Adequate Legal Remedy.**

16 Plaintiffs’ Opposition argues that Plaintiffs are permitted to aggregate their claims for  
17 relief to establish the jurisdictional threshold. See Opposition at 7 and at 9-10. Again,  
18 Plaintiffs’ “Argument” offers no legal support for this contention. See Id. at 9-10. However,  
19 Plaintiffs’ Opposition cites to *El Ranco Inc., v. New York Meat & Provision Co.*, 88 Nev. 111,  
20 116, 493 P.2d 1318, 1322 (1972) supposedly as support for Plaintiffs’ argument. See Id. at 7.

21  
22 However, the holding in *El Ranco* does not support Plaintiffs’ contention. The Nevada  
23 Supreme Court held that the respondent could aggregate his individual, separate claims. See,  
24 88 Nev. at 116. However, the claims in *El Ranco* were the same claim asserted 26 times  
25 because the respondent had sold meat and meat products 26 separate times. See Id. at 112.  
26 Because several of these meat sales were individually less than the jurisdictional amount, the



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1 Nevada Supreme Court reasoned that these individual sales could be aggregated so that the  
2 jurisdiction is obtained. *See Id.* at 116.

3 This case is distinguishable from this matter because Plaintiffs do not seek to  
4 aggregate vertically their claims (*i.e.*, the same meat sale 26 times), as was the case in *El*  
5 *Ranco*. See Opposition at 9-10. Instead, Plaintiffs seek to aggregate horizontally their first  
6 claim for relief with their second claim for relief to meet the jurisdictional threshold, which  
7 Plaintiffs vehemently insist are wholly separate, independent claims. *See Id.* The Nevada  
8 Supreme Court in *El Ranco* never considered such an aggregation as demanded by Plaintiffs.  
9 *See*, 88 Nev. at 116.

10  
11 Plaintiffs also cite to *Hartford Mining Co. v. Home Lumber Coal Co.*, 61 Nev. 19, 21,  
12 114 P.2d 1093, 1093 (1941) as support for Plaintiffs' attempt to aggregate Plaintiffs' claims  
13 for relief. See Opposition at 7. For the same reasons as in *El Ranco*, this case is  
14 distinguishable because in *Hartford Mining Co.*, the two causes of action at issue were both  
15 for the sale of goods with the value of each less than the jurisdictional amount. *See*, 61 Nev.  
16 at 19. Accordingly, the Nevada Supreme Court held that it was correct to unit these two (2)  
17 causes of action to exceed the jurisdictional amount. *See Id.* at 21.

18  
19 Here Plaintiffs do not seek to aggregate the same cause of action with different  
20 amounts. Instead, Plaintiffs seek to aggregate two entirely separate causes of action: one  
21 asserted under Nevada law and one asserted in equity. See generally, Third Amended  
22 Complaint. Neither of the cases cited by Plaintiff consider the aggregation of wholly separate  
23 claims for relief. *See supra*. Plaintiffs have not provided any reference where such an  
24 attempted aggregation was permitted to establish jurisdiction. *See* Opposition at 7 and at 9-10.  
25  
26  
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28



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1           Regardless, Plaintiffs' attempt to aggregate their wholly separate causes of action fails  
2 because Plaintiffs' cannot recover any amount from Russell Road on their alleged second  
3 claim for relief. As provided in Russell Road's Motion to Dismiss, Plaintiffs cannot recover  
4 on their second claim for relief for Unjust Enrichment because Plaintiffs' first claim for relief  
5 provides an adequate legal remedy upon which Plaintiffs may recover. *See* Motion to Dismiss  
6 at 16-17.

8           Despite Russell Road's extensive argument demonstrating this fact, Plaintiffs'  
9 Opposition fails to provide any argument that could demonstrate where Plaintiff could recover  
10 in equity where an adequate legal remedy was available to Plaintiffs. *See generally*,  
11 Opposition. As a result, Plaintiffs have admitted that they cannot so recover on their second  
12 claim for relief. *See* EDCR 2.20(e). *See also, King v. Cartlidge*, 121 Nev. 926, 927-28, 124  
13 P.3d 1161, 1162-63 (2005). Thus, each Plaintiff has only their remaining first claim for relief  
14 to rely upon to meet their burden of demonstrating jurisdiction.  
15

16           Furthermore, Plaintiffs' Opposition fails to provide any legal support or argument  
17 demonstrating how Plaintiffs may combine their wholly separate claims for relief. *See*  
18 Opposition at 7-10. Plaintiffs insist that these claims for relief are independent and separate  
19 claims for relief. *See* Plaintiffs' Motion to Compel Discovery Responses at 6. *See also*, Reply  
20 in Support of Motion for Certification at 10-11. In fact, Plaintiffs recently have moved this  
21 Court to certify two (2) separate Subclasses with each proposed Subclass contrived of their  
22 separate claims for relief—one for the legal claim and one for the equitable claim. *See*  
23 Renewed Motion for Class Certification at 1-2. Yet, Plaintiffs have not provided any  
24 argument or precedent authorizing them to isolate completely each of their claims for relief in  
25  
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28



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1 order to recover twice at law and in equity for the same allegations while at the same time  
2 combine the two to meet the jurisdictional threshold. *See* Opposition at 7-10.

3 As such, Plaintiffs cannot combine two “separate” claims for relief to meet the  
4 jurisdictional threshold. Therefore, Plaintiffs’ Third Amended Complaint must be dismissed  
5 pursuant to N.R.C.P. 12(b)(1) and 12(h)(3) since none of the Plaintiffs’ have individually met  
6 the jurisdictional requirement.  
7

#### 8 **IV. CONCLUSION**

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

13 DATED this 6<sup>th</sup> day of July, 2017.

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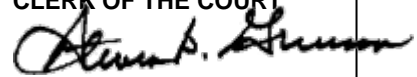
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19 **DISTRICT COURT**  
20 **CLARK COUNTY, NEVADA**

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

27 Plaintiffs,

28 vs.

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

10 Defendants.

Case No.: A-14-709372-C

Dept. No.: 31

**DEFENDANT, RUSSELL ROAD FOOD  
AND BEVERAGE, LLC'S REPLY TO  
PLAINTIFFS' OPPOSITION TO  
MOTION TO STRIKE PLAINTIFFS'  
RENEWED MOTION FOR CLASS  
CERTIFICATION AND MOTION TO  
STRIKE PLAINTIFFS'  
DECLARATIONS ON AN ORDER  
SHORTENING TIME**

**Date: July 11, 2017**

**Time: 09:30 a.m.**

**AND RELATED COUNTERCLAIMS**



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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs' Opposition to Russell Road's Motion to Strike contains no actual legal  
4 arguments other than to concede that their originally filed supporting Declarations were  
5 facially deficient and accordingly, should be struck. Other than this concession, Plaintiffs'  
6 Opposition offers no argument or any legal references that remotely could establish that  
7 Plaintiffs' "Renewed Motion for Class Certification" is not prohibited by EDCR 2.24 or that  
8 the included Declarations of each Plaintiff are admissible under the circumstances. As a  
9 result, Russell Road's Motion to Strike should be granted and Plaintiffs' "Renewed Motion  
10 for Class Certification" should be struck from the record, or otherwise not heard by this Court.  
11

12 **II. ARGUMENT**

13  
14 **A. Plaintiffs' "Renewed Motion for Class Certification" Must Be Struck From the**  
15 **Record Since EDCR 2.24 Prohibits Plaintiffs From Moving This Court To Rehear**  
16 **Plaintiffs' Previously Denied Motion for Class Certification.**

17 EDCR 2.24(a) expressly prohibits the rehearing of any previously disposed of motion.  
18 EDCR 2.24(b) requires that any motion to rehear a previous motion must be filed within 10  
19 days from the entry of an order. Russell Road's Motion to Strike correctly identified that  
20 Plaintiffs' "Renewed Motion for Class Certification," which consists of nothing more than  
21 Plaintiffs' attachment of its previously denied Motion for Class Certification, violated EDCR  
22 2.24(a) and (b), when it was filed on June 19, 2017, or months after this Court denied  
23 Plaintiffs' previous attempt. *See* Motion to Strike at 11-13.  
24

25 Plaintiffs' Opposition offers no argument as to how their "Renewed Motion for Class  
26 Certification" does not violate EDCR 2.24(a) or (b). *See* Opposition at 3. Without even the  
27 slightest legal reference or supporting argument, Plaintiffs contend that they have "carefully  
28



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1 tailored” (in a page and a half) their “Renewed Motion for Class Certification” to address the  
2 alleged problems identified by the Court in denying their previous Motion for Class  
3 Certification. *See Id.* Plaintiffs have not done any such tailoring. Instead, Plaintiffs simply  
4 have attached their entire previously considered and denied Motion for Class Certification as  
5 the basis for certifying their improperly proposed new Subclasses. *See* Renewed Motion at 1-  
6 2.

8 EDCR 2.24 clearly prohibits the rehearing, reconsideration, or re-use of the evidence  
9 and arguments contained in their previously disposed of Motion for Class Certification to  
10 support their “renewed” motion. Therefore, Plaintiffs’ Renewed Motion for Class  
11 Certification must be struck from the record as a fugitive document, or otherwise not be heard  
12 by the Court.

14 **B. Plaintiffs’ Declarations Provided In Support of Plaintiffs’ Renewed Motion for Class**  
15 **Certification Must Be Struck Since Plaintiffs’ Supporting Declarations Fail to Meet**  
16 **the Requirements of EDCR 2.21(a).**

17 As explained in Russell Road’s Motion to Strike, Plaintiffs’ supporting Declarations  
18 should be struck because each is deficient, in that none were made under a penalty of perjury  
19 and none are admissible as evidence in the manner required by NRCP 56(e). *See* Motion to  
20 Strike at 14-15. Plaintiffs’ Opposition concedes that their Declarations were facially deficient,  
21 which warrants the striking of each. *See* Opposition at 4. However, Plaintiffs’ Opposition  
22 fails to offer any argument as to how these Declarations or the contents thereof are admissible.  
23 *See Id.*

25 Under Nevada law, the Court may exclude evidence where “its probative value is  
26 substantially outweighed by the danger of unfair prejudice, . . . confusion of issues, or . . .  
27 misleading jury. *Southern Pac. Transp. Co. v. Fitzgerald*, 94 Nev. 241, 243, 577 P.2d 1234,  
28



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1 1235 (1978) (quoting NRS 48.035(1)). Here, Plaintiffs' declarations and the contents thereof  
2 should not be admitted as evidence since admission would unfairly prejudice Russell Road.  
3 Plaintiffs' Declarations were never part of the evidentiary record and more importantly,  
4 Russell Road never had any opportunity to conduct discovery of the facts asserted therein.  
5 Therefore, Russell Road is severely prejudiced by Plaintiffs' use of these Declarations to  
6 support their Renewed Motion for Class Certification. Consequently, Plaintiffs' supporting  
7 Declarations are not admissible and should be struck from the record as fugitive documents.  
8

### 9 **III. CONCLUSION**

10 Based on the arguments provided above in reply to Plaintiffs' Opposition, Russell Road  
11 respectfully requests that this Court grant its Motion to Strike Plaintiffs' Renewed Motion for  
12 Class Certification and Motion to Strike Plaintiffs' Declarations on an Order Shortening Time.  
13

14 DATED this 6<sup>th</sup> day of July, 2017.

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