

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-17-
709372-C

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Appeal from the Eighth Judicial
District Court, Clark County,
Nevada

JOINT APPENDIX – VOLUME VI

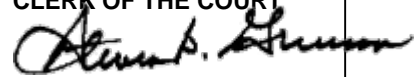
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19 **DISTRICT COURT**

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
27 situated individuals,

28 **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.

Case No.: A-14-709372-C

Dept. No.: 31

**APPENDIX OF EXHIBITS TO
DEFENDANT'S OPPOSITION TO
PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT ON
EMPLOYEE STATUS**

AND RELATED COUNTERCLAIMS



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EXHIBIT A

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,)

vs.)

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

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

Defendants.)

VIDEOTAPED DEPOSITION OF KEITH RAGANO

WEDNESDAY, OCTOBER 5, 2016

1:00 P.M.

AT 6130 ELTON AVENUE

LAS VEGAS, NEVADA

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

1 VIDEOTAPED DEPOSITION OF KEITH RAGANO,
2 taken at 6130 Elton Avenue, Las Vegas, Nevada, on
3 WEDNESDAY, OCTOBER 5, 2016, at 1:00 p.m., before
4 Michelle R. Ferreyra, Certified Court Reporter, in and
5 for the State of Nevada.

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23 THE VIDEOGRAPHER: BRIAN TREYWICK

24

25

1 would include you; right?

2 A. Yes.

3 Q. Who's in charge, if anyone, of -- of -- well,
4 I believe I have seen some promos where you -- you will
5 put out some special promos for Ultimate Fighting or
6 other featured events. Are you familiar with those
7 kind of promos?

8 A. Yes.

9 Q. And who at the club, if anyone, is responsible
10 for setting up and -- and running those promos?

11 A. It's done as a -- as a group. We discuss them
12 at meetings weekly.

13 Q. Who had -- you -- I believe -- again, I looked
14 at your website. It seems you have a -- also by the
15 way, a very cool like walk through, like a
16 virtual -- so I have never been to the club, but it's
17 kind of cool --

18 A. Yeah.

19 Q. -- to walk through the club virtually. Looks
20 like you have -- it's quite -- quite -- do you know how
21 many square foot the -- the -- the -- the -- the
22 operation is for the patrons?

23 A. Anywhere between 30 and 40,000 square feet.

24 Q. And it looked like it had at least one really
25 nice full bar, and many seating areas, and things like

1 that. Is that -- is that basically --

2 A. We've got three bars.

3 Q. Three bars.

4 And -- and you also -- there's a -- there's
5 different type of menus and food is available for
6 purchase as well; right?

7 A. Yes.

8 Q. Is there a manager in charge of running
9 the -- the bar and food inventory for the club?

10 A. Bar, yes.

11 Q. Who runs the bar?

12 A. Max Green.

13 Q. Max Green?

14 A. Yes. And Justin Lorham.

15 Q. The -- the space is rented; is that correct?

16 A. Yes.

17 Q. Do you know who the -- the landlord is?

18 MR. DAVIS: Objection as to form and
19 foundation. Not a part of the -- the original notice.

20 You don't have to answer that.

21 MR. STERLING: Are you instructing him not to
22 answer?

23 MR. DAVIS: Yes.

24 MR. STERLING: On what grounds?

25 MR. DAVIS: It's not within the 30(b)(6)

1 notice. It's not in any of these categories.

2 MR. STERLING: Well, I think rent would be
3 included under Section 6, finances of the club.

4 MR. DAVIS: I don't think so, based
5 on -- including -- you have including administration of
6 cash flow, tip compliance, payroll, dance dollar, and
7 credit card processing. Nothing in there is dealing
8 with specifically the -- the club itself or the
9 physical location of payments. I don't -- I don't
10 believe it's a part of that.

11 MR. STERLING: All right.

12 BY MR. STERLING:

13 Q. Let's talk about the -- before we -- we're
14 going to talk about the dancers, obviously. But I
15 would like to talk about the other workers or maybe
16 employees that -- that are at the club during this time
17 period. Okay?

18 Do you have bartenders and -- and waitresses
19 or servers at the -- at the club?

20 A. Yes.

21 Q. You have both bartenders and servers?

22 A. Yes.

23 Q. Are they employees?

24 A. Yes.

25 Q. Do you have some -- some people responsible

1 for security, bouncers, or what have you?

2 A. I have hosts, yes.

3 Q. They're called hosts?

4 A. Yes.

5 Q. Are they employees?

6 MR. DAVIS: Objection as to -- calls for legal
7 conclusion.

8 You can answer.

9 THE WITNESS: Yes.

10 BY MR. STERLING:

11 Q. And are those hosts what I have seen referred
12 to as like a floor host or a VIP host?

13 A. Yes.

14 Q. Are you familiar with the term "house mom"?

15 A. Yes.

16 Q. Is there a house mom at Crazy Horse?

17 A. Yes.

18 Q. Who is that?

19 A. Connie Machin.

20 Q. How do you spell her last name?

21 A. M-a-c-h-i-n.

22 Q. Do you know how long she has been at the club?

23 A. I would say about four years.

24 Q. Is there just one house mom?

25 A. No.

1 Q. So -- and -- and I want to just open it to you
2 to -- to help us -- rather than me asking you a bunch
3 of different questions. But -- let's say I have a
4 friend and she wants to become a dancer at Crazy Horse,
5 what would she do?

6 MR. DAVIS: Objection. Improper hypothetical.
7 Form and foundation.

8 You can answer.

9 THE WITNESS: They would show up to the club,
10 present valid ID, Sheriff's card, business license, ask
11 to audition.

12 BY MR. STERLING:

13 Q. Okay. And I -- this is Exhibit No. 2. It's
14 entitled, Requirements for Prospective Dancers. This
15 was produced by your club to us. Have you seen this
16 document before?

17 A. Yes.

18 Q. Do you know who prepared this document?

19 A. No.

20 Q. Do you know when the document was prepared?

21 A. No.

22 Q. So I take it -- it kind of tracks what you are
23 saying. Is this -- I think you were mentioning that an
24 individual would first of all need to have a government
25 issued ID with a photo and a birthdate; is that

1 A. As far as I know, yes.

2 Q. Okay. And is there a policy with respect to
3 when this document would be presented to the dancers to
4 sign?

5 A. After they agreed on the timeframe to work,
6 perform at the club.

7 Q. Would that -- would -- is this a conversation
8 that would happen after the audition?

9 A. Yes.

10 Q. I have one question. I know you are not a
11 lawyer, so I'm not going to ask you any legal
12 questions. But if you take a look at the -- the
13 agreement here at -- on the front page, liabilities and
14 risks. Down towards the -- the -- the -- the
15 bottom -- third -- third line from the bottom there, it
16 says: The entertainer assumes responsibility and costs
17 for providing of costumes and clothing. Is that your
18 understanding as to how it works, that the -- you
19 wouldn't provide a uniform or anything like that; is
20 that right?

21 A. Correct.

22 Q. So the dancer would have to provide -- so I
23 guess my question is: That seems like a true
24 statement, that dancers throughout the relevant time
25 period would provide their own costumes and clothing

1 Q. Talking about the club today, what's your
2 house fee policy?

3 A. Can I ask you to be a little more --

4 Q. Well -- okay. So I'm -- I'm assuming from
5 what I understand a house fee would be paid by a dancer
6 every time she shows up to work at the club; is that
7 right?

8 A. Correct.

9 Q. And it's -- it's a flat fee that is -- is
10 almost like paid like a price of admission; is that
11 right?

12 A. Depends on what time they come in.

13 Q. Okay. So that's what I wanted to understand,
14 is -- is -- how is the pricing of the fee currently.
15 What's the -- what's the system for the fee currently?

16 A. It goes from 0 to 80.

17 Q. Okay. And what's -- what determines that
18 price? What's it going to be?

19 A. The time of the day or night.

20 Q. Gets more expensive in the evening?

21 A. Yes.

22 Q. When is it zero?

23 A. During the day.

24 Q. What -- what constitutes the day?

25 A. 9:00 a.m. to 9:00 p.m.

1 Q. Seven days a week?

2 A. Yes.

3 Q. So the house fee -- what I'm understanding you
4 say is it -- it depends on the time of day, but not on
5 the day of the week; is that right?

6 A. Correct.

7 Q. Okay. So it's zero from 9:00 to 9:00. How
8 does it work for the other 12 hours?

9 A. It's not zero from all 9:00 to 9:00. It's
10 zero for any entertainers performing in the morning
11 shift or the a.m. shift, which is considered the day
12 shift. Day shift we don't charge them.

13 Q. Okay. And -- and explain what -- what would
14 be the -- how would you describe the day shift?

15 A. It's a lot slower.

16 Q. What -- what are the times -- what -- is there
17 a set time, like from a certain time to a certain time?

18 A. 9:00 a.m. to 9:00 p.m.

19 Q. It would be -- so it would be a 12-hour shift?

20 A. There are no shifts. It's just a time slot
21 that they -- that they are to perform in. They don't
22 have shifts.

23 Q. Okay. I -- okay. There's no shifts. And so
24 let me ask you that, then. Again, looking -- and is
25 that true, again, going back to the relevant time

1 period?

2 A. Yes.

3 Q. And so in terms of -- let's take a woman
4 who's -- who's auditioned and signed all the documents
5 and she's ready to go, does she have any obligation to
6 dance a certain amount of time per week at the club?

7 A. No. They come and go as they please.

8 Q. And that's true in terms of the -- the length
9 of the time -- so let's say she shows up now, she can
10 work for an hour or however long she wants, is that how
11 it works?

12 A. It does now. We did expect them or ask them
13 to at least give us six hours.

14 Q. And when was that expectation in place?

15 A. During the time we are talking about.

16 Q. But it's not in place now?

17 A. It all depends on when they come in. We don't
18 just want them to leave with a guest. But as long as
19 they come up and ask if they can leave, they sign
20 out -- we sign them out, and they go.

21 Q. You mentioned the -- coming back to the house
22 fee, from 0 to 80. And I -- we talked about when it
23 might be zero. What -- what are the other levels
24 of -- of fee structure that you have for the different
25 times? Can you explain that?

1 laws with respect to things like prostitution and
2 obviously you have to be very careful about that;
3 right?

4 A. Yes.

5 Q. Okay. Take a look at -- it's the third page,
6 RR0050. You'll see a section in the middle
7 called prescrip -- prescription drugs. And it says
8 there: If you are taking prescription medication, and
9 you must take it at work, you must inform the club
10 manager upon arrival at the club. Do you see that?

11 A. Yes.

12 Q. In your time at the club or during this
13 relevant time period, have you -- has that ever come up
14 with a dancer that you recall?

15 A. Yes.

16 Q. And can you tell me about that, without
17 mentioning names of course?

18 A. They just inform us of any prescriptions they
19 might have on them in case anything happens --
20 medically -- that we know what they have taken.

21 Q. Okay. Take a look at RR0051, the next page
22 there.

23 A. (Witness complies.)

24 Q. And beneath where there's a No. 5, and I'm
25 looking below that, it talks about -- well, the first

1 sentence there: When performing as a Crazy Horse
2 entertainer, you will be expected to conduct you
3 yourself in a professional mature manner at all times.
4 Do you see that?

5 A. Yes.

6 Q. Is that -- would you classify that as a -- an
7 expectation of the club, that -- those -- that that's a
8 guideline that you -- would expect dancers to follow?

9 MR. DAVIS: Objection. Compound.

10 You can answer.

11 THE WITNESS: I would expect anybody to
12 conduct themselves like that, guest or entertainer.

13 BY MR. STERLING:

14 Q. Have you -- do you recall any time that you
15 had to terminate a relationship with a -- with a dancer
16 because they weren't acting in a way that was
17 appropriate according to the guidelines here?

18 A. Well, we wouldn't terminate them. We would
19 just revoke their license to work at the club.

20 Q. Has that -- has that occurred in the relevant
21 time period?

22 A. Yes.

23 Q. Okay. We're all set with that.

24 Let's take a look at Exhibit 5. These are
25 Entertainer Rules. Again, this is provided by

1 Q. Okay. Let's take it one at a time. So No. 7,
2 no cell phones or pagers?

3 A. Everybody has a cell phone.

4 Q. And pagers nobody uses. Okay. But is
5 the -- so the rule now -- what's the rule now about
6 cell phones?

7 A. They all carry them.

8 MR. DAVIS: Objection as to form and
9 foundation.

10 You can answer.

11 THE WITNESS: They all have their cell phones.

12 BY MR. STERLING:

13 Q. Okay. Next.

14 A. Eight.

15 Q. Okay. Eight is dress code and it talks about
16 the butt and the tattoos, what's -- what's wrong with
17 that?

18 A. Almost every girl has tattoos and almost every
19 girl has her butt uncovered.

20 Q. Now, do you think the current rules have
21 deleted this reference here to tattoos and butts?

22 MR. DAVIS: Objection. Form and foundation.
23 Calls for speculation as to the --

24 THE WITNESS: I'm not --

25 MR. DAVIS: -- changes in the agreement.

1 is up and running and -- and women are doing these
2 stages, it's typically the -- each stage performance
3 would be a number of songs; is that right?

4 A. Two to three songs.

5 Q. Okay. Sometimes it's two and sometimes it's
6 three?

7 A. Yes.

8 Q. Okay. Who -- who chooses the playlist in the
9 club?

10 A. The entertainers.

11 Q. How does that work?

12 A. When they speak to the DJ, they tell them what
13 type of music they like, what type of music they like
14 to dance to.

15 Q. You mean the -- the dancer that's
16 about -- that's about to go on stage?

17 A. When they first meet the DJ, they log them
18 down, what type of music they like. Or individually
19 they can go up and they might want to hear a certain
20 song for when they're doing stage that night.

21 Q. Okay. The second sentence here back in Rule 1
22 says: Wait for your replacement before leaving the
23 stage. Is -- is that an expectation -- or is that
24 accurately explain the -- how the system works?

25 A. Yes.

1 Q. How about the -- the third sentence, G-string
2 after song one, and leave it off for every song after
3 that; is that accurate?

4 A. Yes and no. Some girls go up and -- depends
5 on the girl. It's up to the girl how she decides she's
6 going to perform on stage.

7 Q. We talked a little bit about the -- the dress.
8 That it's provided by the dancers, but do they -- does
9 it all -- does it -- does it always -- well, first of
10 all, it's a topless club, not a full nude club; right?

11 A. Correct.

12 Q. Okay. So would every dancer wear a G-string?

13 A. G-string or a T-strap. For the most days,
14 they're wearing a T-strap.

15 Q. I don't know what that is. Okay.

16 A. I really can't tell the difference either.

17 Q. Similar?

18 A. It's similar.

19 Q. Okay. And what -- what else would
20 they -- would they be wearing?

21 A. That would be up to the entertainer. Some
22 spend money on different outfits, shoes. All depends
23 on the entertainer.

24 Q. And presumably, they would have some sort of
25 covering for their top?

1 You can answer if you know.

2 THE WITNESS: Yeah. Some girls go
3 right -- right down to the G-string when they go up
4 now. It all depends on the entertainer's preference.

5 BY MR. STERLING:

6 Q. What about the -- the requirement -- I mean,
7 here it says the requirement is -- as I read it, is to
8 get down to the G-string at some point during the
9 stage. Is the rule -- is there no longer a rule of
10 getting down to the G-string on stage?

11 A. The girls just do it. That's how they make
12 money, is on the stage.

13 Q. Okay. If you take a look at 2B there, there's
14 a -- it looks like there's a way to pay to go off
15 stage. Is -- is that a -- explain -- explain what's
16 meant there.

17 A. If they don't want to be in the stage
18 rotation, they can pay to be off the stage rotation.

19 Q. Is that true today?

20 A. Yes.

21 Q. Has that been true throughout the relevant
22 time period?

23 A. Yes.

24 Q. Do you know what the -- the -- how much they
25 have to pay to go off stage?

1 A. 40.

2 Q. 3, I think that's a typo. I think it means
3 house fees; right, are paid before the shift starts?
4 Is that -- is that how it works today?

5 MR. DAVIS: Objection. Form and foundation.

6 You can answer.

7 THE WITNESS: Yes and no. Because if girls
8 don't have it, we do let them work and pay it later.

9 BY MR. STERLING:

10 Q. Okay. You do require to show their Sheriff's
11 card when they show up for work?

12 A. Yes.

13 Q. And you do require entertainers to sign in and
14 sign out?

15 A. Yes.

16 Q. How do -- how -- what's the sign in process?
17 Is it electronic, is there a sign-in sheet?

18 A. Electronic. It's a fingerprint.

19 Q. Same thing with sign out?

20 A. No.

21 Q. How do they sign out?

22 A. They get a slip from the DJ -- or they get a
23 slip from the manager, and then they bring it to the
24 DJ, and then they give it to the house mom. Then the
25 hub -- then they take them out of rotation so we know

1 offered a drink by a patron, is that what it's talking
2 about?

3 A. Yes.

4 Q. And is that a rule of the club currently?

5 A. Yes.

6 Q. And it goes on here to have something about
7 discouraging bottle sales or you will be terminated.
8 Do you ever recall having terminated a dancer for
9 discouraging bottle sales?

10 A. No.

11 Q. Rule 12, is there a check-in process with a
12 host or manager for the VIP rooms?

13 A. Yes.

14 Q. Rule 15, it talks about minimums for the
15 booths on the floors. Do not seat guests yourself. Is
16 that true today?

17 A. Yes.

18 Q. That is true today?

19 A. There are certain drink minimums in certain
20 areas for the guests.

21 Q. And that's what it means by minimums, it's
22 like an obligation to purchase a certain amount of
23 drinks?

24 A. For the guests, yes.

25 Q. For the guests?

1 Okay. Rule 16, let's talk about -- it talks
2 here about dance dollars. Does the club use dance
3 dollars today?

4 A. Yes.

5 Q. And it's used it throughout the time period?

6 A. Yes.

7 Q. And it talks here about a redemption fee of
8 10 percent. Has -- has that been throughout the
9 relevant time period?

10 A. Yes.

11 Q. The last sentence of Rule 16 asks -- or
12 tells -- or states, Do not ask guests to reimburse you
13 for the 10 percent redemption fee. Is -- is that
14 a -- is that a rule in place today?

15 A. Yes. We ask them not to put club business out
16 to the guests.

17 Q. Okay. As I understand -- well, let's talk
18 just briefly about -- about dance dollars. As I
19 understand it, a patron can pay cash or dance dollars
20 to dancers; is that correct?

21 A. Yes.

22 Q. And, actually, we saw on the -- so for -- if
23 we have, for example, there's a \$20 for a lap
24 dance -- and I'm assuming that today or throughout the
25 relevant time period, a patron could hand a \$20 bill

1 for that to the dancer or they could hand them a dance
2 dollar for \$20; is that right?

3 A. Yes.

4 Q. Okay. Is the dance dollar like physically,
5 what does it look like? Is it of something --

6 A. Yes.

7 Q. -- what does it look like?

8 A. Just a piece of paper.

9 Q. Okay. Like a --

10 A. Thicker piece of paper.

11 Q. Like a coupon type thing?

12 A. Yeah.

13 Q. Okay.

14 Okay. And just so I understand the 10 percent
15 redemption fee, if a -- if a dancer is paid 20 bucks in
16 dance dollars for a lap dance, there -- the 10 percent
17 would be applied by the club to that \$20; is that
18 right? So in other words, she -- when she redeems the
19 dance dollar, she would get \$18, and the club would
20 keep 10 percent, which would be \$2. Does that sound
21 right?

22 A. Yes.

23 Q. Okay. And that -- that's been in place for
24 the relevant time period?

25 A. Yes.

1 Q. Can dancers refuse to take dance dollars?

2 A. Yes.

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

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

8 You can answer if you know.

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

10 BY MR. STERLING:

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

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

15 You can answer if you know.

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

18 BY MR. STERLING:

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

21 A. No.

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

1 Q. Okay. So let's skip that.

2 Do you recall -- this is RR0128. Do you -- do
3 you recall seeing this document at the club?

4 A. Parts of it, yes. Parts of it, no.

5 Q. So you don't recall seeing this entire
6 document being posted somewhere at the club?

7 A. No, I do not.

8 Q. And so what -- well, let's -- let's just break
9 it down here. So the first sentence says: All
10 entertainers must have a complete checkout slip in
11 order to clock out. Is -- is that how it works today?

12 A. Yes.

13 Q. And that's how it's been throughout the
14 relevant time period?

15 A. Yes.

16 Q. And the checkout slip would be signed by the
17 DJ, a manager, and a house mom, and turned into the
18 hub; is that right?

19 A. Yes.

20 Q. And that's accurate?

21 A. Correct.

22 Q. And now the last part here talks about failure
23 to do so, fines, inactive status, and termination.

24 What's -- what do you say to that?

25 A. On improper checkouts, they would just be

1 placed inactive until they came in again and spoke to a
2 manager on how to properly check out. But I'm never
3 enforcing fines. And I wouldn't -- I
4 wouldn't -- termination or revoke their license, they
5 wouldn't terminate them.

6 Q. What do you -- what -- what -- okay. So let's
7 put the fines ones to side. We've got -- we've
8 mentioned active and inactive status. Would that be
9 just an administrative decision that you could decide,
10 to place a dancer on inactive status for whatever
11 reason?

12 MR. DAVIS: Objection. Compound.

13 You can answer.

14 THE WITNESS: Yes.

15 BY MR. STERLING:

16 Q. And so one reason might be if they failed to
17 clock out in the appropriate manner?

18 A. Yes.

19 Q. Was there a policy for switching dancers to
20 inactive if they didn't show up for a certain amount of
21 time?

22 A. No.

23 Q. And do you have an understanding as to a
24 difference between being placed on inactive status and
25 being terminated, as it's used here?

1 A. Yes. Because I would never terminate anybody.

2 Q. So what's the -- what would be the difference?

3 A. Inactive status would mean there would be
4 notes that they just needed to speak to a manager upon
5 the next time they came in. And then it would be
6 explained about the proper checkout process. And then
7 they would work that night.

8 Q. And termination would be you're -- you're
9 gone?

10 MR. DAVIS: Objection. Calls for legal
11 conclusion.

12 You can answer.

13 THE WITNESS: I mean, if they did something to
14 the point that we had to revoke their license, it
15 wouldn't be for an improper checkout.

16 BY MR. STERLING:

17 Q. What -- what would constitute grounds for
18 termination or -- so you -- I'm sorry, you said "to
19 revoke the license." By that, do you mean the
20 entertainer agreement that they signed?

21 A. Their business license and the agreement
22 between them and the club.

23 Q. And that -- and just to be clear,
24 that's -- that's this Exhibit 3, the Entertainers
25 Agreement?

1 have auditioned and they're on -- you know, they have
2 all the paperwork in place, I think you said
3 there's -- there's no expectation from the club as to
4 how many times a week they need to work there; right?
5 It's up to them?

6 A. Correct.

7 Q. And now explain to me, if -- if a -- if a
8 dancer does show up to work and she -- well, I believe
9 there's a -- there's a check -- checking in system;
10 right? So there's a fingerprint -- fingerprint
11 check-in?

12 A. (Witness nods.)

13 Q. Is the dancer free to leave whenever she
14 wants?

15 A. As long as she checks out properly.

16 Q. And that's the -- the procedure we
17 talked -- that was mentioned in the -- in the flyer?

18 A. Yes. As long as she checks out with a
19 manager, he'll okay it.

20 Q. Can the club control how many dancers are in
21 the building at any one time or is it just kind of -- I
22 mean, does it just depend on whoever shows up?

23 MR. DAVIS: Objection. Compound. Form and
24 foundation.

25 You can answer.

1 THE WITNESS: No. It does not limit how many
2 girls can be in the club.

3 BY MR. STERLING:

4 Q. Okay. So we -- we talked about the house fee
5 and the \$40 off stage fee. And then we have seen some
6 documents about -- about fines. And I -- well, I guess
7 the fine would be -- in this case would be missing a
8 stage, which -- which you are not sure about. Do you
9 know of any other fines that might be put on a dancer
10 for any reason at the club today?

11 A. No.

12 Q. And going back during the relevant time
13 period?

14 A. No. I don't believe in fining entertainers.

15 Q. Are there any policies in place with respect
16 to dancers tipping out DJs at the end of a shift?

17 A. No. There are zero mandatory tips in the
18 building.

19 Q. Let's talk about money for the club, switching
20 gears a little bit. Do you know how much it costs
21 approximately to run the club on an annual basis? Just
22 take the last calendar year, like what it would cost
23 the club all in.

24 A. No.

25 Q. Who handles the finances for the club?

1 other than what they've done in the club.

2 Q. Other than what, sir?

3 A. Other than what they performed in the club.

4 Q. And that would be the -- I'm sorry?

5 A. Other than what they performed dancing at the
6 club.

7 Q. And that would be that -- I think we looked at
8 a schedule of like a -- here on the rules. Would that
9 be the -- the main floor, the VIP, and the booth, that
10 kind of arrangement?

11 MR. DAVIS: Objection. Misstates testimony.
12 You can answer.

13 THE WITNESS: Yes.

14 BY MR. STERLING:

15 Q. Okay. On this \$20 lap dance, can a dancer
16 negotiate a higher price?

17 A. Yes.

18 Q. What about a lower price?

19 A. They have.

20 Q. They can?

21 A. Yes.

22 Q. Okay.

23 A. It's happened.

24 Q. And then on page 52, it talks about VIP areas.

25 In the first sentence there it says: Mandatory that

1 you discuss with the guest in advance. I guess they're
2 talking about fees. Is -- is that a -- is that an
3 accurate statement of the policy of the club today?

4 A. Well, yes, they want them to discuss with the
5 guests what they're charging them.

6 Q. And -- and -- and with VIP areas, are
7 we -- are the dancers using the -- the guidelines in
8 the -- in the entertainers rules about pricing that we
9 looked at?

10 A. To a certain point.

11 Q. So there's some ability to -- to kind of
12 negotiate?

13 A. Very large ability.

14 Q. But they have to do that before you go into
15 the room?

16 A. Yeah. That way everything's out in the open.
17 There's no surprises with anyone.

18 Q. There's a VIP host; right?

19 A. Yes.

20 Q. Would the -- the host be notified as to the
21 agreement when the dancer goes in with their VIP
22 patron?

23 A. Yes and no. He will ask them if they have
24 been taken care of. They will say yes. If they're
25 running funny money, then he'll obviously know what

1 the -- because he runs it for them.

2 Q. Funny money, meaning?

3 A. Dance dollars.

4 Q. Okay. Yeah. I -- with the dance dollars, so
5 we -- we talked about that. It's a coupon. And I
6 guess if -- if it's a \$20 dance, that would just
7 involve the dancer and the patron; right? Exchange of
8 a coupon for -- for a performance?

9 A. Yes. But he would have to purchase them.

10 Q. Right. But once -- once he's got them in his
11 pocket or whatever, he -- then -- then it's an
12 interaction with the dancer?

13 A. (Witness nods.)

14 Q. Okay. What about -- so if -- if -- for the
15 VIP room --

16 A. (Witness nods.)

17 Q. -- if a patron wants to pay in dance
18 dollars --

19 A. (Witness nods.)

20 Q. -- how would that at the club?

21 A. The host would bring them up to the cage
22 window, let the girl at the cage window know what he
23 wants to run, they'd run the money, he'd sign the bill.
24 And then if it was over \$400, that long form that you
25 have, I think -- the money would be handed to the

1 guest, and the guest can disperse it the way he wants.

2 Q. The coupons?

3 A. Yes.

4 Q. And then if the VIP -- if the -- the girl were
5 to go into the VIP room, that -- that money would be
6 paid ahead of time before heading into the VIP room, is
7 that how it works?

8 A. To the entertainer, yes.

9 Q. Okay. And as the close -- so then the
10 entertainer at the end of the night will have coupons.
11 And then at some later time, she can redeem those with
12 the club; is that right?

13 A. Yes.

14 Q. Okay. And it talks about here with hustling,
15 by not setting the rate in advance will not be
16 tolerated. So here I -- what they're talking about
17 is -- is you -- you do -- a dance will be done, and
18 then they'll stiff them with a -- try and extract a
19 high price. Is that kind of what the -- what the
20 concern is here?

21 A. Yes. That's why we want everything laid out
22 before they go in. At the end, if he would like to
23 tip, he can tip them at the end.

24 Q. What -- in this little -- the packet of flyers
25 I guess we call them, if you take a look at RR0128,

1 which has attention entertainers at the top. It's kind
2 of in the middle there at -- at that stack. Where it
3 talks here about the check out process, I think you
4 mentioned the first part of that you agree with.
5 There's a check out slip that gets signed by the DJ,
6 the manager, and a house mom, and turned into the hub;
7 right?

8 A. That's correct.

9 Q. What's -- what's the purpose of having
10 the -- the three signatures?

11 A. The manager, so he knows that she's leaving.
12 The DJ, so he knows to take her out of rotation. The
13 house mom, so she knows she's out. She crosses her
14 name off the list. And then the hub, he takes her out
15 of Club Tracks.

16 Q. And then --

17 A. Checks and balances.

18 Q. What's your understanding of -- of -- of what
19 the house mom does at the club?

20 A. What she does? She brings in a bunch of stuff
21 for the entertainers that they -- they might need.
22 Acts like a mom to them.

23 Q. So what would the stuff be. What sort of
24 stuff might she have.

25 A. From mouthwash to tampons to -- endless.

1 A. That there are entertainers, that we show all
2 the sporting events, all the UFC.

3 Q. Okay. Talked a little bit about the -- you
4 know, the rule about the -- the no butts and no
5 tattoos. Is there any -- and we also talked about the
6 fact that the entertainers basically provide their own
7 outfits and -- and -- and costumes. Are there any
8 dress code expectations on, you know -- well, we also
9 mentioned they have to wear a G-string. I -- they
10 can't be naked?

11 A. Right.

12 Q. But is there any other dress code expectations
13 for the dancers when they show up to work and as
14 they're working?

15 A. Just some of the State law. That if they have
16 mesh on, they have to have -- their nipples have to be
17 covered.

18 Q. I mean, I'm assuming there's an expectation
19 that at some point they're going to show the top half
20 of their body to the patrons; right?

21 A. Yes. If they're walking around and they have
22 something mesh on, they have to have -- their nipples
23 have to be covered.

24 Q. Okay.

25 A. And they have to have a top on when they're

1 walking through the club.

2 Q. We talked a little bit about this VIP. It
3 came up in two -- there's a -- a -- a VIP I suppose
4 areas and then -- well, let's talk about those -- those
5 VIP areas. Is it true to say that there's a -- so
6 there is a -- a check-in procedure to access those
7 areas with -- with patrons and that there be a host
8 there for that; is that right?

9 A. Yes.

10 Q. Okay. And then I think we -- we also
11 mentioned there's other -- perhaps other booths or
12 areas in the club that might be set aside for -- for
13 maybe -- with dollar -- you know, bottle minimums; is
14 that right, too?

15 A. Yes.

16 Q. And then so there would be another area that
17 would be sort of general area where the dancers could
18 perform those lap dances -- just the \$20-dollar lap
19 dances?

20 A. They can perform them anywhere in the club.
21 There's not a specific area they have to be to give a
22 dance.

23 Q. Okay. But -- but -- well, I guess it's almost
24 a rule that would apply to the patron, too. So
25 the -- the patron can't just say, I want to go into the

1 VIP room and spend 20 bucks, right? There's a
2 requirement that the VIP room is for more than just a
3 lap dance; right?

4 A. Yeah. We have the drinks minimums and --

5 Q. Yeah. Okay.

6 Are dancers involved in the hiring of
7 employees at the club like bartenders and VIP hosts?

8 A. No.

9 Q. Okay. Are dancers involved in the decision to
10 set the hours of operation of the club?

11 A. No.

12 Q. Do -- are dancers involved in whether to
13 charge a cover and how much that should be?

14 A. No.

15 Q. Do dancers contribute to the payment of rent
16 for the club?

17 MR. DAVIS: Objection as to form and
18 foundation. Calls for speculation.

19 You can answer.

20 THE WITNESS: Can you explain that a little
21 bit more?

22 BY MR. STERLING:

23 Q. Well, we talked a little bit earlier how
24 the -- the club -- the Russell Road leases its space.
25 And I am assuming there's a -- there's a rent payment

1 Q. And -- and it seems like that -- there's a
2 definite of hierarchy in the sense that he would be
3 your boss, as you see it?

4 A. He is my boss.

5 Q. Okay. Now, have -- have you talked with
6 him -- or do you recall having talked with him about
7 changing this whole system and treating the dancers as
8 employees?

9 A. We have discussed it as the cases have come up
10 across the country.

11 Q. Final question: I know some of your -- some
12 of the dancers, it seems, appears in some of the
13 promotions or marketing materials. But in terms of
14 the -- the people that actually produce and decide on
15 the marketing, do dance -- are dancers involved in the
16 marketing decisions of the club?

17 A. No.

18 MR. STERLING: Well, I said that was it; so
19 that's it.

20 MR. DAVIS: I just have a few follow-ups.

21 EXAMINATION

22 BY MR. DAVIS:

23 Q. Mr. Ragano, in relation to the check-in and
24 check-out policy that counsel had went over with you, is
25 it your understanding that's done to verify the

1 business licensees on premises in accordance with
2 Metro, local, or state guidelines?

3 A. Yes.

4 Q. And from your testimony, it's my understanding
5 that the dancers have complete control over the method
6 and manner in which they perform for the clients
7 provided that it's within -- or the patrons provided
8 that it's within the laws of the state or local
9 ordinances?

10 A. Yes.

11 Q. And you indicated the dancers provide their
12 own clothing when they're entertaining. Is that
13 standard within the industry?

14 A. Yes.

15 Q. You had said there's a house fee and referred
16 to it as a lease fee. Is -- is that payment made for
17 the time that they utilize the club?

18 A. Yes.

19 Q. And at least within the hours performed, an
20 entertainer can work for as short or as long as they
21 want or on any days that they want, that's totally
22 within their realm of control; is that correct?

23 A. Yes.

24 Q. And when the entertainers enter into an
25 agreement with the club for the relevant time period,

1 BY MR. DAVIS:

2 Q. In terms of the dancers that falls in
3 that -- or entertainers that fall within that realm
4 described, you would agree with me that the method and
5 manner with which they perform and the results they get
6 from that performance is directly related to them;
7 correct? You have no control over there?

8 A. Right.

9 MR. STERLING: Objection. Vague and
10 ambiguous.

11 BY MR. DAVIS:

12 Q. And in terms of the price or the amount of
13 money that a client provides to an entertainer, that's
14 up to the agreement between the entertainer and the
15 patron; is that correct?

16 A. Yes.

17 MR. DAVIS: That's all the questions I have.

18 MR. STERLING: We can go off.

19 VIDEOGRAPHER: This concludes the videotaped
20 deposition of Keith Ragano --

21 THE WITNESS: Ragano.

22 VIDEOGRAPHER: The media of today's testimony
23 will remain in the custody of LVLV. And the time is
24 approximately 3:59 p.m., and we're going off the
25 record.

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
COUNTY OF CLARK)

3 I, Michelle R. Ferreyra, a Certified Court

4 Reporter licensed by the State of Nevada, do hereby
5 certify: That I reported the videotaped deposition of
6 KEITH RAGANO, commencing on WEDNESDAY, OCTOBER 5, 2016,
7 at 1:00 p.m.

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

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

21 IN WITNESS WHEREOF, I have set my hand in my
22 office in the County of Clark, State of Nevada, this
23 19th day of October, 2016.



24
25

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

EXHIBIT B

PLAINTIFF
DANIELLE LAMAR

8/29/2015

Russell Road F & B

Page 1 of 5

Entertainer Charge Summary

Between

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

3045344

Madison-Lynn

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

RR0115

8/29/2015

Russell Road F & B

Page 2 of 5

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	Ri&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	bill 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	vwv	\$-30.00	\$30.00

RR0116

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045344 Madison-Lynn

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

RR0117

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045344

Madison-Lynn

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
8/20/2013 8:44:48PM	Payment		\$-40.00	\$0.00
8/22/2013 11:09:39PM	Charge	House Fee	\$60.00	\$60.00
8/22/2013 11:09:43PM	Charge	Off Stage Fee	\$40.00	\$100.00
8/22/2013 11:09:50PM	Adjustment	Fri&Sat	\$-30.00	\$70.00
8/22/2013 11:09:53PM	Payment		\$-30.00	\$40.00
8/22/2013 11:09:53PM	Payment		\$-40.00	\$0.00
8/24/2013 2:04:49AM	Charge	House Fee	\$75.00	\$75.00
8/24/2013 2:04:55AM	Payment		\$-75.00	\$0.00
8/24/2013 2:05:03AM	Charge	Off Stage Fee	\$40.00	\$40.00
8/24/2013 2:05:21AM	Payment		\$-40.00	\$0.00
8/24/2013 11:36:07PM	Charge	House Fee	\$75.00	\$75.00
8/24/2013 11:36:09PM	Charge	Off Stage Fee	\$40.00	\$115.00
8/24/2013 11:36:12PM	Payment		\$-40.00	\$75.00
8/24/2013 11:36:12PM	Payment		\$-75.00	\$0.00
8/31/2013 1:07:53AM	Charge	House Fee	\$75.00	\$75.00
8/31/2013 1:12:34AM	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 1:09:57AM	Charge	Off Stage Fee	\$40.00	\$115.00
9/22/2013 1:04:23AM	Payment		\$-75.00	\$40.00
9/22/2013 1:04:23AM	Payment		\$-40.00	\$0.00
9/26/2013 9:49:58PM	Charge	House Fee	\$60.00	\$60.00
9/26/2013 9:50:12PM	Charge	Off Stage Fee	\$40.00	\$100.00
9/27/2013 3:13:28AM	Adjustment	9-25 promo	\$-75.00	\$25.00
9/27/2013 5:38:05AM	Payment		\$-25.00	\$0.00
10/18/2013 10:50:25PM	Charge	House Fee	\$75.00	\$75.00
10/18/2013 10:50:28PM	Charge	Off Stage Fee	\$40.00	\$115.00
10/18/2013 10:50:30PM	Payment		\$-75.00	\$40.00
10/18/2013 10:50:30PM	Payment		\$-40.00	\$0.00
11/5/2013 11:08:28PM	Charge	House Fee	\$50.00	\$50.00
11/5/2013 11:08:33PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/5/2013 11:08:42PM	Payment		\$-50.00	\$40.00
11/5/2013 11:08:42PM	Payment		\$-40.00	\$0.00
12/5/2013 7:44:02PM	Charge	House Fee	\$30.00	\$30.00

RR0118

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045344 Madison-Lynn

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

RR0119

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	Line				
		<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u> <u>Running Total</u>
		9/3/2010 10:19:56PM	Charge	House Fee	\$70.00 \$70.00
		9/3/2010 10:58:49PM	Adjustment	first night	\$-70.00 \$0.00
		9/25/2010 8:34:32PM	Charge	House Fee	\$50.00 \$50.00
		9/25/2010 8:34:40PM	Payment		\$-50.00 \$0.00
		8/21/2013 10:19:48PM	Charge	House Fee	\$60.00 \$60.00
		8/21/2013 10:19:59PM	Adjustment	comp 1st day	\$-60.00 \$0.00
		8/21/2013 10:21:14PM	Charge	Off Stage Fee	\$40.00 \$40.00
		8/21/2013 10:24:48PM	Adjustment	adjust	\$-40.00 \$0.00
		8/23/2013 8:07:26PM	Charge	House Fee	\$50.00 \$50.00
		8/23/2013 8:07:50PM	Charge	Off Stage Fee	\$40.00 \$90.00
		8/23/2013 8:08:00PM	Payment		\$-50.00 \$40.00
		8/23/2013 8:08:00PM	Payment		\$-40.00 \$0.00
		8/29/2013 9:17:41PM	Charge	House Fee	\$60.00 \$60.00
		8/29/2013 9:18:03PM	Charge	Off Stage Fee	\$40.00 \$100.00
		8/29/2013 9:18:06PM	Payment		\$-60.00 \$40.00
		8/29/2013 9:18:06PM	Payment		\$-40.00 \$0.00
		9/4/2013 9:47:43PM	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 8:40:01PM	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 10:23:56PM	Payment		\$-75.00 \$40.00

RR0078

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

3512902 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	MINFB46	\$-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	minfb46	\$-90.00	\$-50.00
10/14/2013 5:43:49PM	Charge	Off Stage Fee	\$40.00	\$-10.00

RR0070

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

2512902

Lina

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

RR0080

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

2512902 Lina

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
11/9/2013 10:30:14PM	Charge	House Fee	\$75.00	\$75.00
11/9/2013 10:30:18PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/9/2013 10:30:24PM	Payment		\$-40.00	\$75.00
11/9/2013 10:30:24PM	Payment		\$-75.00	\$0.00
11/21/2013 10:40:24PM	Charge	House Fee	\$50.00	\$50.00
11/21/2013 10:40:29PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/21/2013 10:40:55PM	Payment		\$-50.00	\$40.00
11/21/2013 10:40:55PM	Payment		\$-40.00	\$0.00
11/23/2013 10:26:56PM	Charge	House Fee	\$75.00	\$75.00
11/23/2013 10:27:09PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/23/2013 10:27:27PM	Payment		\$-75.00	\$40.00
11/23/2013 10:27:27PM	Payment		\$-5.00	\$35.00
11/24/2013 4:57:12AM	Payment		\$-35.00	\$0.00
12/2/2013 5:34:42PM	Charge	House Fee	\$30.00	\$30.00
12/2/2013 5:35:08PM	Charge	Off Stage Fee	\$40.00	\$70.00
12/2/2013 10:58:33PM	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	mnl	\$-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	2015MassClearPerfustin	\$-60.00	\$0.00
Total Due			\$0.00	

RR0081

PLAINTIFF
KARINA STRELKOVA

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045619

Victory Jones

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

RR0100

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045619

Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
10/2/2012 2:54:18AM	Payment		\$-50.00	\$0.00
3/23/2013 5:08:13AM	Charge	House Fee	\$30.00	\$30.00
3/23/2013 5:08:24AM	Payment		\$-30.00	\$0.00
3/23/2013 11:46:20PM	Charge	House Fee	\$75.00	\$75.00
3/23/2013 11:46:27PM	Payment		\$-75.00	\$0.00
3/25/2013 2:04:02AM	Charge	House Fee	\$50.00	\$50.00
3/25/2013 2:04:29AM	Adjustment	wkend	\$-25.00	\$25.00
3/25/2013 2:04:37AM	Payment		\$-25.00	\$0.00
3/30/2013 12:41:51AM	Charge	House Fee	\$75.00	\$75.00
3/30/2013 12:41:54AM	Payment		\$-75.00	\$0.00
3/30/2013 10:31:10AM	Adjustment	Bl 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	vvv	\$-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 4:16:34AM	Charge	House Fee	\$30.00	\$30.00
5/1/2013 4:16:57AM	Payment		\$-30.00	\$0.00
5/5/2013 2:10:54AM	Charge	House Fee	\$75.00	\$75.00
5/5/2013 2:11:09AM	Payment		\$-75.00	\$0.00
5/11/2013 8:20:44AM	Charge	House Fee	\$30.00	\$30.00

RR0101

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045619

Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
5/11/2013 8:20:49AM	Payment		\$-30.00	\$0.00
5/18/2013 12:08:33AM	Charge	House Fee	\$75.00	\$75.00
5/18/2013 12:11:29AM	Payment		\$-75.00	\$0.00
5/18/2013 3:48:02PM	Adjustment	bottle sale from 5/17/13	\$-26.00	\$-26.00
5/18/2013 4:09:04PM	Adjustment	bottle sale from 5/17/13	\$-13.00	\$-39.00
5/18/2013 8:55:00PM	Charge	House Fee	\$50.00	\$11.00
5/18/2013 8:55:14PM	Charge	Off Stage Fee	\$40.00	\$51.00
5/19/2013 8:36:20AM	Adjustment	MGR Jim	\$-50.00	\$1.00
5/23/2013 2:23:38AM	Charge	House Fee	\$50.00	\$51.00
5/23/2013 2:23:51AM	Charge	Off Stage Fee	\$40.00	\$91.00
5/23/2013 2:23:59AM	Payment		\$-39.00	\$52.00
5/23/2013 2:23:59AM	Payment		\$-1.00	\$51.00
5/23/2013 6:22:08AM	Adjustment	per kevon	\$-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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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 1:41:51AM	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	bid 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 11:11:54PM	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	bid	\$-50.00	\$105.00
7/19/2013 2:41:58AM	Charge	House Fee	\$50.00	\$155.00
7/19/2013 10:07:57AM	Adjustment	bottle sale from 7/18/13	\$-25.00	\$130.00
7/20/2013 12:34:32AM	Charge	House Fee	\$75.00	\$205.00
7/22/2013 1:17:57AM	Charge	House Fee	\$60.00	\$265.00
7/22/2013 1:18:28AM	Payment		\$-30.00	\$235.00
7/22/2013 8:54:40AM	Payment		\$-10.00	\$225.00
7/22/2013 8:54:40AM	Payment		\$-40.00	\$185.00
7/22/2013 8:54:40AM	Payment		\$-50.00	\$135.00
7/22/2013 8:54:40AM	Payment		\$-40.00	\$95.00
7/27/2013 2:28:55AM	Charge	House Fee	\$75.00	\$170.00
7/28/2013 9:21:33PM	Charge	House Fee	\$60.00	\$230.00
7/28/2013 9:21:59PM	Payment		\$-35.00	\$195.00
7/28/2013 9:21:59PM	Payment		\$-35.00	\$160.00
8/2/2013 1:58:11AM	Charge	House Fee	\$60.00	\$220.00

RR0104

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045619

Victory Jones

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
8/2/2013 1:58:40AM	Charge	Off Stage Fee	\$40.00	\$260.00
8/2/2013 7:16:29AM	Payment		\$-25.00	\$235.00
8/2/2013 7:16:29AM	Payment		\$-55.00	\$180.00
8/3/2013 2:31:05AM	Adjustment	bottle sale from 8/1/13	\$-33.00	\$147.00
8/11/2013 4:37:11AM	Charge	House Fee	\$30.00	\$177.00
8/11/2013 4:37:16AM	Payment		\$-47.00	\$130.00
8/11/2013 4:37:16AM	Payment		\$-23.00	\$107.00
8/13/2013 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	vvv	\$-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	vvv	\$-25.00	\$-3.00
8/22/2013 4:34:32AM	Charge	House Fee	\$30.00	\$27.00
8/22/2013 4:34:39AM	Adjustment	vvv	\$-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 4:03:32AM	Adjustment	vvv	\$-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

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045619 Victory Jones

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

RR0106 _

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3045619

Victory Jones

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

RR0107

PLAINTIFF
JACQUELINE FRANKLIN

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
10/6/2013 12:59:28AM	Charge	House Fee	\$75.00	\$75.00
10/6/2013 1:04:12AM	Adjustment	comp 1st day	\$-75.00	\$0.00
10/6/2013 10:04:46PM	Charge	House Fee	\$60.00	\$60.00
10/6/2013 10:05:15PM	Payment		\$-60.00	\$0.00
10/7/2013 10:09:54PM	Charge	House Fee	\$60.00	\$60.00
10/7/2013 10:10:13PM	Payment		\$-60.00	\$0.00
10/15/2013 9:46:54PM	Charge	House Fee	\$60.00	\$60.00
10/15/2013 9:47:05PM	Payment		\$-60.00	\$0.00
10/17/2013 9:27:36PM	Charge	House Fee	\$60.00	\$60.00
10/17/2013 9:27:59PM	Payment		\$-60.00	\$0.00
10/18/2013 7:45:12PM	Charge	House Fee	\$50.00	\$50.00
10/18/2013 7:45:53PM	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

RR0057

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3030817

Sarah

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

RR0058

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3030817

Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
11/17/2013 7:33:52PM	Payment		\$-25.00	\$5.00
11/17/2013 9:32:20PM	Payment		\$-5.00	\$0.00
11/19/2013 7:38:05PM	Charge	House Fee	\$30.00	\$30.00
11/19/2013 7:38:58PM	Payment		\$-30.00	\$0.00
11/22/2013 7:51:19PM	Charge	House Fee	\$50.00	\$50.00
11/22/2013 7:51:22PM	Charge	Off Stage Fee	\$40.00	\$90.00
11/22/2013 7:51:25PM	Payment		\$-40.00	\$50.00
11/22/2013 7:51:25PM	Payment		\$-50.00	\$0.00
11/23/2013 9:28:54PM	Charge	House Fee	\$75.00	\$75.00
11/23/2013 9:28:57PM	Charge	Off Stage Fee	\$40.00	\$115.00
11/23/2013 9:29:11PM	Payment		\$-40.00	\$75.00
11/23/2013 9:29:11PM	Payment		\$-75.00	\$0.00
12/2/2013 10:26:04PM	Charge	House Fee	\$50.00	\$50.00
12/2/2013 10:26:15PM	Payment		\$-11.00	\$39.00
12/3/2013 2:10:16AM	Payment		\$-39.00	\$0.00
12/3/2013 11:51:07PM	Charge	House Fee	\$50.00	\$50.00
12/3/2013 11:51:35PM	Payment		\$-50.00	\$0.00
12/6/2013 7:44:33PM	Charge	House Fee	\$50.00	\$50.00
12/6/2013 7:44:45PM	Payment		\$-50.00	\$0.00
12/7/2013 11:41:16PM	Charge	House Fee	\$75.00	\$75.00
12/7/2013 11:41:25PM	Payment		\$-45.00	\$30.00
12/12/2013 11:23:57PM	Charge	House Fee	\$50.00	\$80.00
12/12/2013 11:23:59PM	Payment		\$-20.00	\$60.00
12/12/2013 11:23:59PM	Payment		\$-50.00	\$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

RR005a -

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3030817 Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
12/21/2013 12:14:45AM	Charge	House Fee	\$75.00	\$95.00
12/21/2013 12:14:50AM	Payment		\$-20.00	\$75.00
12/21/2013 12:14:50AM	Payment		\$-20.00	\$55.00
12/22/2013 1:06:15AM	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	Kiwan	\$-170.00	\$-100.00
12/22/2013 10:00:13PM	Charge	House Fee	\$50.00	\$-50.00
12/25/2013 8:28:26PM	Charge	House Fee	\$50.00	\$0.00
12/27/2013 12:06:17AM	Charge	House Fee	\$50.00	\$50.00
12/27/2013 12:47:42AM	Adjustment	adjust	\$-50.00	\$0.00
12/27/2013 10:31:56PM	Charge	House Fee	\$75.00	\$75.00
12/27/2013 10:32:01PM	Payment		\$-75.00	\$0.00
12/28/2013 6:36:06AM	Adjustment	KEWAN	\$-200.00	\$-200.00
1/2/2014 9:56:11PM	Charge	House Fee	\$50.00	\$-150.00
1/3/2014 10:49:16PM	Charge	House Fee	\$75.00	\$-75.00
1/3/2014 10:49:36PM	Charge	Off Stage Fee	\$40.00	\$-35.00
1/5/2014 1:09:49AM	Charge	House Fee	\$75.00	\$40.00
1/5/2014 1:10:02AM	Charge	Off Stage Fee	\$40.00	\$80.00
1/5/2014 1:10:13AM	Payment		\$-40.00	\$40.00
1/5/2014 1:10:13AM	Payment		\$-40.00	\$0.00
1/8/2014 10:14:08PM	Charge	House Fee	\$50.00	\$50.00
1/8/2014 10:14:10PM	Payment		\$-50.00	\$0.00
1/9/2014 10:04:31PM	Charge	House Fee	\$50.00	\$50.00
1/9/2014 10:04:33PM	Payment		\$-50.00	\$0.00
1/10/2014 11:00:45PM	Charge	House Fee	\$75.00	\$75.00
1/10/2014 11:00:49PM	Payment		\$-75.00	\$0.00
1/12/2014 12:46:44AM	Charge	House Fee	\$75.00	\$75.00
1/12/2014 12:46:47AM	Payment		\$-75.00	\$0.00
1/18/2014 9:34:07PM	Charge	House Fee	\$75.00	\$75.00
1/18/2014 9:34:10PM	Charge	Off Stage Fee	\$40.00	\$115.00
1/18/2014 9:34:17PM	Payment		\$-75.00	\$40.00
1/18/2014 9:34:17PM	Payment		\$-40.00	\$0.00
1/19/2014 10:07:17PM	Charge	House Fee	\$50.00	\$50.00
1/19/2014 10:07:24PM	Payment		\$-50.00	\$0.00

RR0060

8/29/2015

Russell Road F & B

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Entertainer Charge Summary

Between

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

3030817 Sarah

<u>DATE</u>	<u>TYPE</u>	<u>REASON</u>	<u>AMOUNT</u>	<u>Running Total</u>
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

RR0000

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 7:24 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 4:26 am	8.48
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

PLAINTIFF
ASHLEIGH PARK

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

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

PLAINTIFF
STACIE ALLEN

8/29/2015

Russell Road F & B

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

1459027

Carrie Jo

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

RR0085
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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

1459027

Carrie Jo

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

RR0086
73

8/29/2015

Russell Road F & B

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

1459027

Carrie Jo

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

RR0087
74

PLAINTIFF
MICHAELA DEVINE aka
MOORE

Entertainer Charge Summary

1860311 Zoey

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

RR0604

6/24/2016

CH3LV

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Entertainer Charge Summary

1860311 Zoey

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

EXHIBIT C

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

DANIELLE LAMAR
January 5, 2017

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



Min-U-Script® with Word Index

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 DANIELLE LAMAR
Taken on Thursday, January 5, 2017
At 1:34 o'clock p.m.
At 630 South Fourth Street
Las Vegas, Nevada

Reported by: Helen M. Zamba, CCR #439

1 Q. Did you ever ask to wear an outfit that was
2 not two pieces?

3 A. No.

4 Q. Did you have to get your outfit approved by
5 anyone prior to commencing a shift?

6 A. No.

7 Q. Could you change during your shift if you
8 wanted --

9 A. Yes.

10 Q. -- to?

11 A. (Witness nodding head.)

12 Q. Okay. So after you had performed for six
13 hours, what would you typically do? Would you leave
14 then?

15 A. Yes. But I would get the signatures
16 required before I left.

17 Q. Okay. Do you recall what the signatures
18 were?

19 A. Yes. They were the house mom.

20 Q. Okay.

21 A. The manager. The DJ. I really don't
22 remember the -- the fourth one.

23 Q. Okay. So can you just walk me through the
24 process? You decide that you're tired, you want to
25 stop performing.

1 Q. Okay. What about a number of individuals
2 that you would want to speak to?

3 A. No.

4 Q. Okay. Would you try to get parties?

5 A. I don't know what that means.

6 Q. Would you try and get, you know, maybe a
7 group of individuals to go into the VIP area, for
8 instance?

9 A. Uh, possibly, but I -- I couldn't bring --
10 be with more than one guy at one time.

11 Q. Oh, okay. All right. What about trying to
12 get patrons to purchase alcohol?

13 A. Uh, no.

14 Q. Okay. Would you drink during your shifts?

15 A. Yes.

16 Q. And by drink, I mean alcohol, not water.

17 A. Yeah.

18 Q. Okay. Each shift?

19 A. No.

20 Q. Do you smoke?

21 A. No.

22 Q. Did you have any particular time that you
23 would go in to start a shift?

24 A. No. Generally it was around 10:00, but --

25 Q. Okay.

1 everything we say, it's very difficult if multiple
2 people are talking at once.

3 THE WITNESS: Okay. I apologize.

4 MS. CALVERT: No, no.

5 MS. SMITH: Oh, no. No need to apologize.

6 MS. CALVERT: That was my bad, so you're --
7 you're fine.

8 MS. SMITH: Trust me, people do it all the
9 time. It's not a big deal.

10 Q. (BY MS. SMITH) So other than -- I believe
11 you said a two-piece outfit, how would you choose what
12 you were going to wear for a shift at Crazy Horse?

13 MS. CALVERT: Objection. Misstates prior
14 testimony.

15 THE WITNESS: I would just pick what I felt
16 like wearing.

17 Q. (BY MS. SMITH) Okay. Did you have any
18 special outfit that was unique to you?

19 A. Yes.

20 Q. And what would that be?

21 A. Different kinds of leggings I had as
22 options. A G-string with a -- I had multiple skirts
23 that I would rotate wearing.

24 And I was known for wearing suspenders with
25 a bra.

1 Q. What's your understanding of --

2 A. Um, a dance in front of someone.

3 Q. Okay. Did Crazy Horse require you to speak
4 to a certain number of individuals that came into the
5 club per night?

6 A. No.

7 Q. Did they require you to perform a certain
8 number of lap dances per evening that you would be
9 performing?

10 A. No.

11 Q. How would you approach an individual that
12 entered the club?

13 A. I would walk up to them and sit on their lap
14 and introduce myself.

15 Q. Okay. And then what, after you introduced
16 yourself?

17 A. Uh, I would shake their hand, and we would
18 have some kind of conversation, small talk. And after
19 a while, I would ask if they wanted a dance or to go
20 to VIP.

21 Q. Okay. So if someone did want a dance, what
22 would occur next?

23 A. I would get \$20 from them and then wait till
24 the next song came on and dance for them.

25 Q. Okay. So is that -- so it would be a full

1 A. No.

2 Q. Why is that?

3 A. Because I went to work to make money.

4 Q. Okay. How would you decide where to
5 approach customers within the club?

6 A. Um, pretty much where anybody was sitting on
7 the main floor.

8 Q. Okay. What about -- is there a bar inside
9 of Crazy Horse?

10 A. Yes. There's more than one.

11 Q. Okay. Would you ever approach people at the
12 bar about a dance?

13 A. If I was able to get to them.

14 Q. Okay. So going back to the \$20, did you
15 ever accept less than \$20 for a lap dance?

16 A. No.

17 Q. Did you ever try to negotiate for more than
18 \$20 for a dance?

19 A. Yes.

20 Q. How often would you do that?

21 A. All the time.

22 Q. Okay. So you could negotiate for higher
23 than \$20 for a lap dance?

24 A. Yes.

25 Q. Okay. So I believe you testified that the

1 option.

2 Would you say that that was the same process
3 that you would go through if someone selected one of
4 the other options?

5 A. Yes.

6 Q. Okay. And for the other options, do you
7 recall whether an individual would pay you that money
8 directly?

9 A. Sometimes.

10 Q. Okay. When you say sometimes, so on the
11 times that they didn't, then who would the individual
12 pay?

13 A. The host.

14 Q. Okay. And did you get a portion of that?
15 Did you get a percentage of that?

16 A. No.

17 Q. Okay. Do you know what a dance dollar or a
18 diamond dollar is?

19 A. Yes.

20 Q. Did you ever receive any?

21 A. Yes.

22 Q. Do you know if you could refuse to be paid
23 in dance or diamond dollars?

24 A. Yes.

25 Q. Would you refuse to be paid in dance or

1 evening?

2 A. Yes.

3 Q. Okay. And so could you have promoted
4 yourself more as a dancer?

5 MS. CALVERT: Objection. Calls for
6 speculation.

7 THE WITNESS: Uh, yes.

8 Q. (BY MS. SMITH) Okay. Did you promote
9 yourself as a dancer with any other club?

10 A. No.

11 Q. Did you do any promotional work with any
12 other clubs?

13 A. Yes.

14 Q. What years would that have occurred?

15 A. 2014 and 2016.

16 Q. Okay. So when you were at Crazy Horse, did
17 you ever ask anyone to be paid wages?

18 A. No.

19 Q. How come?

20 A. Because I was an independent contractor.

21 Q. Did you ask anyone at Crazy Horse to become
22 an employee?

23 A. No.

24 Q. At the end of a shift, did you ever -- okay.
25 So at the end of a shift, if you -- your total was

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, Danielle Lamar, commencing on Thursday,
10 January 5, 2017, at 1:34 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 28th day of February, 2017.

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

EXHIBIT D

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

LILY SHEPARD
January 9, 2017

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



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 LILY SHEPARD

Las Vegas, Nevada

Monday, January 9, 2017

Reported by:
CHRISTY I. ADLER
CCR No. 683

PAGES 1 - 119

1 A. Yes.

2 Q. And what were you told?

3 A. There was one time I can remember that I
4 was allowed to work. I was allowed to pay the
5 balance at the end.

6 Q. Okay.

7 A. But I was told that was a one time thing
8 and not to expect that moving forward.

9 Q. Did Crazy Horse have a minimum number of
10 lap dances you were supposed to perform during a
11 shift?

12 A. No.

13 Q. What about a minimum number of
14 individuals that you were supposed to approach?

15 A. No.

16 Q. What about a minimum number of drinks you
17 were supposed to get patrons to purchase?

18 A. No.

19 Q. Would you ever try and get local parties
20 of your own?

21 MS. CALVERT: Objection. Vague.

22 THE WITNESS: What do you mean?

23 BY MS. SMITH:

24 Q. Maybe get a group of individuals to come
25 in on a specific night and purchase a bottle or

1 A. As far as appearance?

2 Q. Yes.

3 A. I want to say your heels had to be a
4 certain number of inches. I don't remember though if
5 that was Crazy Horse or Sapphire or both of them but.

6 Q. Okay.

7 A. But there was kind of -- you couldn't
8 have just like a little baby kitten heel. It had to
9 be like five inches or so.

10 Q. You're not sure if that was Crazy Horse
11 or someone else?

12 A. Not sure.

13 Q. Just with respect to Crazy Horse, any
14 other requirements you recall about appearance or
15 outfit?

16 A. No see-through. Yeah, no see-through, no
17 denim or coverup. No baseball hat. That's pretty
18 much what I remember.

19 Q. Okay. Did you have to check in with
20 anyone when you started a shift about your
21 appearance?

22 A. No, but house mom is in the dressing room
23 and she would kind of make rounds on the floor. And
24 just looking around, soon she would let you know if
25 what you were wearing wasn't allowed.

1 that correct?

2 A. Yes.

3 Q. Did you ever negotiate for more than \$20?

4 A. For a standard lap dance, not VIP?

5 Q. Yes.

6 A. Yes.

7 Q. How would you make that determination if
8 you were going to negotiate for more than \$20?

9 A. Based on how well the customer had
10 tipped. Based on if he looked like he had money.
11 Based on how into me he seemed.

12 Q. Okay.

13 A. If he just wanted a dance and anybody
14 would do or he really liked me.

15 Q. Did you have a range of what you would go
16 up to ask for a lap dance?

17 A. I never asked for more than \$30.

18 Q. Okay. Could you have?

19 A. Possibly.

20 Q. Didn't want to find out, right?

21 A. Right, right.

22 Q. What about less than 20?

23 A. No.

24 Q. If the customer did not want a lap dance,
25 then what would happen?

1 A. I don't know.

2 Q. What about if you had only wanted to hang
3 out in the dressing room area in between the times
4 you were on stage, could you have done that?

5 A. I don't know. I would have never wanted
6 to do that.

7 Q. Wouldn't help you make money, right?
8 Would you sit in the bar area of the Crazy Horse?

9 A. Yes.

10 Q. During Crazy Horse on shift?

11 A. Yes.

12 Q. Would you ever drink alcohol on shift?

13 A. Yes.

14 Q. Were those usually drinks that customers
15 would purchase or how would you obtain alcohol?

16 A. Yes.

17 Q. How would that interaction go? Would you
18 request that a customer purchase you a drink or what
19 would happen?

20 A. Usually they offer.

21 Q. During a shift, was there a certain
22 amount of time you were supposed to spend walking
23 around trying to talk to customers?

24 A. Not that I'm aware of, no.

25 Q. Were you supposed to stand in certain

1 areas to talk to customers?

2 A. No.

3 Q. Were you ever able to go and approach
4 customers at the bar area to see if they wanted a
5 dance?

6 A. Yes.

7 Q. What about a cell phone, were you able to
8 use your cell phone on the main floor?

9 A. I think there was a rule about that and
10 you're not supposed to have a cell phone on the main
11 floor, but I don't remember.

12 Q. When you were on the main floor, would
13 you carry around like a little purse or little book?

14 A. Yes.

15 Q. Do you recall ever keeping your cell
16 phone in that?

17 A. Yes.

18 Q. But you don't recall using it during your
19 shift?

20 A. No, I wouldn't pull it out and use it out
21 on the floor.

22 Q. Okay. Is that mostly because of how you
23 would be as a dancer?

24 A. No. I just didn't want to have any
25 reason or any problem at all. I didn't want to be

1 like in trouble so to speak.

2 Q. Okay. So you weren't sure about your --
3 you didn't want to possibly create an issue?

4 A. Correct.

5 Q. Did anyone tell you specifically that you
6 couldn't use your phone when you were on the main
7 floor?

8 A. I think it might have been in the rules
9 packet.

10 Q. Okay.

11 A. Or somehow posted in the dressing room.

12 Q. Okay. But you don't recall having any
13 issues with that?

14 A. No.

15 Q. What about in the dressing room area,
16 could you use your phone there?

17 A. Yes.

18 Q. Did you have to report to anyone at Crazy
19 Horse how much income you earned during a shift?

20 A. No.

21 Q. How about check-in, any time you
22 performed a lap dance?

23 A. No.

24 Q. Did you have to report to anyone at Crazy
25 Horse how many lap dances you gave?

1 A. I don't know.

2 Q. Do you have an estimate as to how much
3 you believe you tipped others at Crazy Horse?

4 A. Too much. I don't know. I don't know
5 any number.

6 Q. Do you know what Club Tracks is?

7 A. I believe that's the check-in system,
8 computer system.

9 Q. Okay. Are you aware that the Nevada
10 legislature recently instituted a statute regarding
11 independent contractors?

12 A. No.

13 Q. Had you ever heard of NRS 608.0155?

14 A. No.

15 Q. Do you know of any legal requirements
16 pertaining to independent contractors?

17 A. No.

18 MS. CALVERT: Strike.

19 BY MS. SMITH:

20 Q. Did you ever complain about any of your
21 perceived practices at Crazy Horse?

22 A. To who?

23 Q. Anyone at Crazy Horse?

24 A. No.

25 Q. Did you ever ask anyone at Crazy Horse

1 for wages?

2 A. No.

3 Q. How come?

4 A. That's not how they did business.

5 Q. But did you ask them for?

6 MS. CALVERT: Asked and answered.

7 Objection.

8 THE WITNESS: No.

9 BY MS. SMITH:

10 Q. I'm going to show you one document. I'm
11 not going to introduce it and attach it to the
12 transcript because it does reflect your full Social
13 Security number.

14 It's been previously produced in this
15 litigation. It's Bates numbered RR0076 through
16 RR0077.

17 I'm just going to have you take a look at
18 it and tell me if that's correct.

19 A. Yeah, but I don't believe Crazy Horse was
20 open in 2005.

21 Q. Other than that?

22 A. Yes.

23 Q. Your personal information?

24 A. That's not my current address.

25 Q. That's fine.

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 COUNTY OF CLARK)
6

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 Lily Shepard,
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 E

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

KARINA STRELKOVA
January 9, 2017

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



Min-U-Script® with Word Index

Lawyer
Solutions Group

1 IN THE DISTRICT COURT

2 CLARK COUNTY, NEVADA

3
4 JACQUELINE FRANKLIN; et)
al,)

5 Plaintiff,)

6 vs.)

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

9 Defendants.)

Case No. A-14-709372-C

10
11
12
13
14 DEPOSITION OF KARINA STRELKOVA

15 Las Vegas, Nevada

16 Monday, January 9, 2017

17
18
19
20
21
22
23 Reported by:
CHRISTY I. ADLER
24 CCR No. 683

25 PAGES 1 - 95

1 A. Spearmint Rhino.

2 Q. About how long did you perform there?

3 A. A year and a half.

4 Q. What about after Spearmint Rhino?

5 A. Sapphire.

6 Q. How long there?

7 A. Maybe over a year, about a year

8 approximately.

9 Q. After Sapphire?

10 A. Crazy Horse III.

11 Q. Did you ever perform at Crazy Horse II?

12 A. No.

13 Q. You said you first auditioned at Crazy
14 Horse September 2012, right?

15 A. Correct.

16 Q. How long did you perform at Crazy Horse?

17 A. From that point till January 2014.

18 Q. What about after Crazy Horse?

19 A. I quit.

20 Q. Quit dancing entirely?

21 A. Dancing entirely, yeah.

22 Q. Why did you quit?

23 A. My daughter's age, she became old enough
24 to go to school. I had to make other career choices.

25 Q. After you stopped dancing in January of

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 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 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 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 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 to stop doing something?

2 A. No.

3 Q. Anyone from Crazy Horse threaten that you
4 couldn't perform at the club anymore if you continued
5 with a certain type of conduct?

6 A. No.

7 Q. Did you ever receive any citations for
8 any unlawful dancing while at Crazy Horse?

9 A. No.

10 Q. What about anywhere else?

11 A. No.

12 Q. Did you ever ask anyone at Crazy Horse to
13 be an employee?

14 A. No.

15 Q. How come?

16 A. I didn't pop up in my head.

17 Q. Did you ever ask anyone at Crazy Horse to
18 pay any wages?

19 A. No.

20 Q. Why is that?

21 A. Why would I? I'm not there to apply for
22 another job. I don't understand the question.

23 Q. Did you ever ask anyone at Crazy Horse to
24 pay you wages for the time you spent dancing?

25 A. Wages, no.

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)

SS:

4 COUNTY OF CLARK)
56 I, Christy I. Adler, a Certified Court Reporter
7 licensed by the State of Nevada, do hereby certify:
8 That I reported the deposition of Karina Strelkova,
9 commencing on Monday, January 9, 2017.10 That prior to being deposed, the witness was duly
11 sworn by me to testify to the truth; that I thereafter
12 transcribed my said stenographic notes into written
13 form; that the typewritten transcript is a complete,
14 true, and accurate transcription of my said stenographic
15 notes; and that review of the transcript was requested.16 I further certify that I am not a relative,
17 employee, or independent contractor of counsel or of any
18 of the parties involved in the proceeding, nor a person
19 financially interested in the proceeding, nor do I have
20 any other relationship that may reasonably cause my
21 impartiality to be questioned.22 IN WITNESS WHEREOF, I have set my hand in my
23 office in the County of Clark, State of Nevada, this
24 22nd day of January, 2017.
2521 /s/ Christy Adler
22 Christy I. Adler, CCR #683
23
24
25

EXHIBIT F



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
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Franklin
January 10, 2017

Page 1

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

Las Vegas Reporting
702.509.5001 scheduling@lvreporting.com

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 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. 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. 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 A. If that's what you wanted to do, yes.

2 Q. Okay. Do you think that you were a good
3 entertainer?

4 A. Yes.

5 Q. Do you think that you were better than
6 the average entertainer?

7 A. Definitely more experienced at that
8 point.

9 Q. Okay. Do you think it was your
10 experience that made you better?

11 A. Yes.

12 Q. Do you think anyone could be a good
13 dancer?

14 A. No.

15 Q. Why not?

16 A. It's a lot about reading the customers
17 and recognizing what they like and what they don't
18 like, what they want, and I don't think everybody
19 has that gift.

20 Q. Fair enough.

21 Did you ever ask anyone at Crazy Horse
22 for wages?

23 A. No.

24 Q. Any reason?

25 A. It was just common knowledge that

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 /////

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

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

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

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

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

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

Trina K. Sanchez, CCR No. 933, RPR

EXHIBIT G

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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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 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 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 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 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 Q. Could you have refused dance dollars?

2 MS. CALVERT: Calls for speculation. Answer
3 if you know.

4 THE WITNESS: I could have.

5 Q. (BY MS. SMITH) Did you ever negotiate for
6 more than \$20 for a lap dance?

7 A. No.

8 Q. How come?

9 A. There were set prices at the club. You had
10 to follow that.

11 Q. Did you ever ask anyone if you could
12 negotiate for the price of a lap dance?

13 A. I didn't have a conversation with someone
14 about it, but it was in my rules that I signed, so --

15 Q. Okay. But you never asked if you could --
16 you never asked any like manager that you could -- if
17 you could ask a customer for more than \$20 for a lap
18 dance?

19 A. Correct.

20 Q. Okay. During conversation with a -- an
21 individual, would you ever try to get them to go into
22 a VIP area?

23 A. Of course, yes.

24 Q. Okay. Can you describe to me how that
25 conversation would occur?

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 Q. During the time you were performing at Crazy
2 Horse, did you ever ask for anyone there to pay you
3 wages?

4 A. No.

5 Q. How come?

6 A. I didn't know I had the option.

7 Q. Are you aware of whether Crazy Horse did any
8 promotional activities or events outside of the club
9 premises?

10 A. I don't know.

11 Q. Okay. So if they did, you wouldn't have
12 gone on them?

13 MS. CALVERT: Objection. Calls for
14 speculation. You can answer.

15 THE WITNESS: I don't -- I don't recall
16 being offered to do that.

17 MS. SMITH: Okay.

18 THE WITNESS: I tried to keep my business
19 inside the club if I could.

20 Q. (BY MS. SMITH) Okay. Did you ever ask
21 anyone at Crazy Horse to become an employee?

22 MS. CALVERT: Objection. Asked and
23 answered. You can respond.

24 THE WITNESS: No.

25 Q. (BY MS. SMITH) What about being hired on as

1 CERTIFICATE OF REPORTER

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

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

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

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

10 That the foregoing transcript is a complete,
11 true and accurate transcription of the stenographic
12 notes of the testimony taken by me in the matter
entitled herein to the best of my knowledge, skill and
ability.

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

15 I further certify that I am not a relative or
16 employee of an attorney or counsel of any of the
parties, nor a relative or employee of an attorney or
counsel involved in said action, nor a person
financially interested in the action.

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

20
21 /s/ Helen Zamba
22 Helen M. Zamba, CCR #439
23
24
25

EXHIBIT H

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

STACIE ALLEN
January 4, 2017

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



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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 STACIE ALLEN

Taken on Wednesday, January 4, 2017

At 1:38 o'clock p.m.

At 630 South Fourth Street

Las Vegas, Nevada

Reported by: Helen M. Zamba, CCR #439

1 Q. Okay.

2 A. So that's probably how I met him prior.

3 Q. Okay. So aside from the general guidelines
4 that you referenced earlier, was there someone that
5 you had to check in with to approve your outfit when
6 you started a shift?

7 A. No.

8 Q. Okay.

9 A. (Witness shaking head.)

10 Q. And you said you decided -- you typically
11 wear a dress; is that correct?

12 A. Yes.

13 Q. Okay. Could you have worn other things?

14 MS. CALVERT: Objection.

15 THE WITNESS: Sure.

16 MS. CALVERT: Calls for speculation.

17 THE WITNESS: But yes, I could have, but

18 I --

19 MS. SMITH: Okay.

20 THE WITNESS: -- just -- my personal
21 preference.

22 Q. (BY MS. SMITH) Okay. Did anyone at Crazy
23 Horse tell you anything specific about the way your
24 makeup needed to look?

25 A. Yes.

1 Q. If you had only wanted to dance on stage
2 during a shift, could you have done that?

3 A. Uh, if you didn't want to make any money,
4 yeah.

5 Q. Okay. What about if you only wanted to give
6 dances in the VIP area, could you have done that?

7 A. Sure. Same answer.

8 Q. Was anyone with Crazy Horse requiring you to
9 perform a certain number of lap dances per shift?

10 A. No.

11 Q. Okay. Was there a requirement for how many
12 times you're supposed to go into the VIP area with an
13 individual?

14 A. No.

15 Q. Okay. What if you had gone in for a shift
16 and wanted to hang out in the dressing room, could you
17 have done that?

18 A. Sure, if you don't want to make any money.
19 Same answer.

20 Q. Would someone have come to get you?

21 A. Uh, only if you were a stage dancer, you
22 would be required to go on stage.

23 Q. Okay. But you already said that you paid
24 the --

25 A. Me --

1 VIP room or not and all that, where you could stand,
2 where you can go.

3 Q. So generally, you'd sort of, what, gravitate
4 to wherever individuals were stationed, maybe around the
5 bar or --

6 A. Yeah. I personally did not go around the
7 bar.

8 Q. Okay.

9 A. Because people got -- people at the bar
10 usually are drinking, and they don't want to -- and I
11 don't drink, so I didn't go to the bar.

12 Q. Okay.

13 A. But I -- you know --

14 Q. Okay.

15 A. -- I would usually go where --

16 Q. So you could --

17 A. -- I --

18 Q. You were free to avoid the --

19 A. Yeah.

20 Q. -- bar area.

21 A. Of course.

22 Q. Okay. All right. What about taking a break
23 during the shift?

24 A. Yeah, that's fine.

25 Q. Okay. Did you have to check in with any

1 Q. -- the most amount of money?

2 A. Meaning -- numbers game meaning clients. So
3 if I go up to five clients and one does something
4 great or I go up to ten clients and nobody does
5 anything. You never know.

6 Q. Okay.

7 A. I could work all night and talk to 20
8 people, and nobody does anything.

9 Or I'll go and work the same -- a different
10 night and talk to one and make all my money off that
11 one person.

12 Q. Okay.

13 A. Whatever that number is.

14 Q. And no one was monitoring how many
15 individuals in the club that you approached?

16 A. No.

17 Q. Okay. So could you spend all of your time
18 with one individual if you wanted to?

19 A. Sure.

20 Q. Okay. What was the reason that you --
21 sorry.

22 You said you went -- you tried to go back to
23 Crazy Horse for a third stretch?

24 A. Yeah. Yes.

25 Q. And why was that?

1 A. Yes.

2 Q. How do you know it to be termed?

3 A. Uh -- um, VIP dollars, dance dollars. Um --
4 um, clubs call them their own thing. So DI dollars
5 or --

6 Q. At Crazy Horse, do you remember what they
7 were specifically called there?

8 A. No.

9 Q. Okay.

10 A. Not by memory --

11 Q. What do you understand that to mean for
12 Crazy Horse --

13 A. Uh, client --

14 Q. -- dance dollar?

15 A. Client pays with their credit card, and
16 dancer gets bills that way.

17 And turns it in and has to pay a ten percent
18 charge to get the balance of whatever the ten
19 percent --

20 Q. Okay.

21 A. -- charge is.

22 Q. And could you refuse to accept dance
23 dollars?

24 A. Um, yeah.

25 Q. Okay. Would you get reprimanded for

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, Stacie Allen, commencing on Wednesday,
10 January 4, 2017, at 1:38 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 23rd day of February, 2017.

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

EXHIBIT I

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

MICHAELA DEVINE
January 4, 2017

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



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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

1 paperwork, then what occurred?

2 A. I -- they went over the -- the rules. And I
3 just started working when -- when I wanted to work.

4 Q. Did you start dancing that evening?

5 A. Yes.

6 Q. Okay. Why did you decide to start dancing
7 right away?

8 A. Um, I was already there.

9 Q. Okay. So then when you first performed, the
10 outfit that you wore, was that something that you had
11 brought with you?

12 A. Yes.

13 Q. Did any manager ask you to wear a specific
14 type of outfit?

15 A. No.

16 Q. Okay. Did a manager have to approve your
17 outfit?

18 A. No.

19 Q. What about on following times that you would
20 go in to perform, did you have to check in and show
21 anyone what you were wearing?

22 A. Um, they didn't really enforce any -- even
23 though there was rules, they didn't enforce what
24 people wore. So no.

25 Q. Okay. Do you know of any legal

1 requirements -- when I say legal requirements, I mean
2 enforced by let's say Metro, Las Vegas Metro Police
3 Department, on you as a performer?

4 A. I know that they -- you are supposed to
5 dance a certain distance.

6 Q. Okay.

7 A. And -- and yeah, I -- I'm familiar with
8 the -- the rules that are supposed --

9 Q. Okay.

10 A. (Witness nodding head.)

11 Q. Were you assigned any specific shift?

12 A. I was, um, allowed to work swing, grave.
13 But when you're assigned -- yes. So yes.

14 Q. Okay.

15 A. Sorry.

16 Q. And what hours were those?

17 A. They were pretty open. You could come in on
18 evening, you know, whatever time. But the house fee
19 was set for different times.

20 So I would usually come in earlier to get
21 the lower house fee.

22 Q. Okay. And then so did it -- did anyone
23 require you to come in at a certain time during the
24 shift?

25 Did you have to come in between like a set

1 time?

2 A. No.

3 Q. Did you have to come in for a certain number
4 of shifts per week?

5 A. No.

6 Q. Okay. How would you decide when to come in
7 on a specific day?

8 A. Um, when I would check conventions. And I
9 would always work weekends, which were busy.

10 Q. Okay. Makes sense. Was there a specific
11 amount of time that the club or management at the club
12 required you to stay there inside the club?

13 A. I believe it was six hours.

14 Q. And were you -- let's see. Did you ever
15 work less than -- or did you ever perform for less
16 than six hours during a shift?

17 A. Um, not at that club.

18 Q. Okay. Did you ever try to perform for less
19 than six hours during a shift at Crazy Horse?

20 A. No. Because I didn't want to pay the
21 early-out fee that was \$40, something ridiculous.

22 Q. I'm sorry. You said early-out fee?

23 A. Yes.

24 Q. And you said that was -- you believe that
25 was --

1 A. I believe --

2 Q. -- 40?

3 A. -- it was 40.

4 Q. Where would that \$40 go to?

5 MS. CALVERT: Objection. Calls for
6 speculation.

7 Q. (BY MS. SMITH) Sorry. Who would you -- if
8 you were -- okay. Well, I guess you didn't do it.

9 But do you know if you were to try to leave
10 early, to whom you would give that \$40?

11 A. To the manager on duty.

12 Q. Okay. Did you ever request to perform
13 during different hours than the ones on the shift that
14 they said?

15 A. No.

16 Q. How come?

17 A. Um, because I really didn't want to work
18 days.

19 Q. And whenever you would go in to give
20 performances, what was your goal in each shift?

21 A. To make lots of money.

22 Q. Okay. So were you required by anyone to
23 give a certain number of lap dances?

24 A. No.

25 Q. Do you know what a lap dance --

1 Q. Okay. Do you smoke?

2 A. No.

3 Q. Do you drink?

4 A. Yes.

5 Q. Would you ever have drinks when you were
6 performing at Crazy Horse?

7 A. Yes.

8 Q. Okay. And how would you -- I mean, would
9 you purchase those drinks? Would customers purchase
10 those drinks?

11 A. Customers would purchase the drinks.

12 Q. Okay. Did you ever have anyone with Crazy
13 Horse tell you that you needed to leave the club at a
14 certain time?

15 A. No.

16 Q. Okay. Did anyone instruct you as to how
17 many performances you had to give on stage
18 specifically?

19 A. Um, well, you had to go each time you were
20 called up, which would be three, four times a night.

21 And if you didn't and you missed it, you
22 would get fined.

23 Q. Did you ever get fined for missing stage?

24 A. No, no.

25 Q. Okay. Did you ever pay a fee to not dance

1 CERTIFICATE OF REPORTER

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

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

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

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

10 That the foregoing transcript is a complete,
11 true and accurate transcription of the stenographic
12 notes of the testimony taken by me in the matter
entitled herein to the best of my knowledge, skill and
ability.

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

15 I further certify that I am not a relative or
16 employee of an attorney or counsel of any of the
17 parties, nor a relative or employee of an attorney or
counsel involved in said action, nor a person
financially interested in the action.

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

20
21 /s/ Helen M. Zamba
22 Helen M. Zamba, CCR #439
23
24
25

EXHIBIT J

9/13/2016

CH3LV

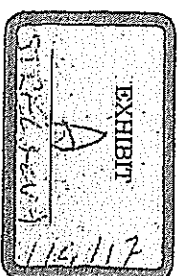
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Entertainer Login By Date

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
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	4/2/13 12:29 am	4/2/13 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 8:33 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 9:33 am	11.87
Victory Jones	Karina Strelkova	3045619	5/26/13 3:02 am	5/26/13 9 36 am	6.57



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Victory Jones	Karina Strelokova	3045619 5/26/13 9:13 pm	5/27/13 10:18 am	13.08
Victory Jones	Karina Strelokova	3045619 6/1/13 2:37 am	6/1/13 8:10 am	5.55
Victory Jones	Karina Strelokova	3045619 6/2/13 3:24 am	6/2/13 9:58 am	6.57
Victory Jones	Karina Strelokova	3045619 6/3/13 10:54 pm	6/4/13 8:04 am	9.17
Victory Jones	Karina Strelokova	3045619 6/5/13 9:56 pm	6/6/13 10:43 am	12.78
Victory Jones	Karina Strelokova	3045619 6/8/13 1:10 am	6/8/13 10:53 am	9.72
Victory Jones	Karina Strelokova	3045619 6/14/13 10:56 pm	6/15/13 12:53 pm	13.95
Victory Jones	Karina Strelokova	3045619 6/16/13 3:39 am	6/16/13 9:58 am	6.32
Victory Jones	Karina Strelokova	3045619 6/17/13 7:20 pm	6/18/13 5:09 am	9.82
Victory Jones	Karina Strelokova	3045619 6/23/13 12:13 am	6/23/13 8:35 am	8.57
Victory Jones	Karina Strelokova	3045619 6/25/13 8:30 pm	6/26/13 2:35 am	6.08
Victory Jones	Karina Strelokova	3045619 6/26/13 10:48 pm	6/27/13 5:26 am	6.63
Victory Jones	Karina Strelokova	3045619 6/28/13 1:41 am	6/28/13 7:21 am	5.67
Victory Jones	Karina Strelokova	3045619 6/30/13 1:31 am	6/30/13 10:06 am	8.38
Victory Jones	Karina Strelokova	3045619 7/6/13 2:32 am	7/6/13 9:20 am	6.80
Victory Jones	Karina Strelokova	3045619 7/7/13 12:16 am	7/7/13 5:54 am	5.63
Victory Jones	Karina Strelokova	3045619 7/8/13 10:28 pm	7/9/13 7:38 am	9.17
Victory Jones	Karina Strelokova	3045619 7/9/13 11:11 pm	7/10/13 10:00 am	10.82
Victory Jones	Karina Strelokova	3045619 7/12/13 1:45 am	7/12/13 7:46 am	6.02
Victory Jones	Karina Strelokova	3045619 7/13/13 3:18 am	7/13/13 11:11 am	7.88
Victory Jones	Karina Strelokova	3045619 7/19/13 2:41 am	7/19/13 10:41 am	8.00
Victory Jones	Karina Strelokova	3045619 7/20/13 12:34 am	7/20/13 8:13 am	7.65
Victory Jones	Karina Strelokova	3045619 7/22/13 1:17 am	7/22/13 2:28 pm	13.18
Victory Jones	Karina Strelokova	3045619 7/27/13 2:28 am	7/27/13 7:33 am	5.08
Victory Jones	Karina Strelokova	3045619 7/28/13 9:21 pm	7/29/13 5:53 am	8.53
Victory Jones	Karina Strelokova	3045619 8/2/13 1:58 am	8/2/13 7:16 am	5.30
Victory Jones	Karina Strelokova	3045619 8/11/13 4:37 am	8/11/13 10:38 am	6.02
Victory Jones	Karina Strelokova	3045619 8/15/13 11:15 pm	8/16/13 8:23 am	9.13
Victory Jones	Karina Strelokova	3045619 8/17/13 4:41 am	8/17/13 8:43 am	4.03
Victory Jones	Karina Strelokova	3045619 8/18/13 2:55 am	8/18/13 9:19 am	6.40
Victory Jones	Karina Strelokova	3045619 8/18/13 9:37 pm	8/19/13 8:00 am	10.36
Victory Jones	Karina Strelokova	3045619 8/21/13 3:05 am	8/21/13 8:19 am	5.23
Victory Jones	Karina Strelokova	3045619 8/22/13 4:34 am	8/22/13 8:22 am	3.80
Victory Jones	Karina Strelokova	3045619 8/23/13 4:03 am	8/23/13 9:11 am	5.13
Victory Jones	Karina Strelokova	3045619 8/24/13 4:44 am	8/24/13 10:25 am	5.68
Victory Jones	Karina Strelokova	3045619 8/31/13 3:06 am	8/31/13 8:21 am	5.25
Victory Jones	Karina Strelokova	3045619 9/3/13 11:42 pm	9/4/13 6:52 am	7.17
Victory Jones	Karina Strelokova	3045619 9/5/13 4:39 am	9/5/13 8:11 am	3.53
Victory Jones	Karina Strelokova	3045619 9/12/13 1:01 am	9/12/13 10:08 am	9.12
Victory Jones	Karina Strelokova	3045619 9/13/13 2:25 am	9/13/13 8:35 am	6.17
Victory Jones	Karina Strelokova	3045619 9/15/13 12:50 am	9/15/13 7:01 am	6.18
Victory Jones	Karina Strelokova	3045619 9/20/13 1:44 am	9/20/13 7:53 am	6.15
Victory Jones	Karina Strelokova	3045619 9/29/13 8:41 pm	9/30/13 9:28 am	12.78
Victory Jones	Karina Strelokova	3045619 10/1/13 8:55 pm	10/2/13 6:02 am	9.12
Victory Jones	Karina Strelokova	3045619 10/7/13 9:11 pm	10/8/13 6:47 am	9.60
Victory Jones	Karina Strelokova	3045619 10/9/13 12:39 am	10/9/13 6:37 am	5.97
Victory Jones	Karina Strelokova	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 Ends: 1

Total Charges: \$6,135.00

Total Payments: \$3,840.00

Total Time 671.10

9/13/2016

CH3LV

Page 1 of 1

Entertainer Login By Date

Between

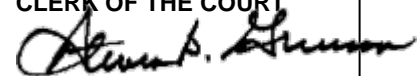
Tuesday, November 2, 2010 1:00 pm and Tuesday, September 13, 2016 12:59 pm

Stage Name	Name	Event ID	Login Time	Logout Time	Time Worked
Sarah	Jacqueline Franklin	3030817	10:06:13	12:59 am	10:06:13 4:41 am
Sarah	Jacqueline Franklin	3030817	10:06:13	10:04 pm	10:07:13 4:20 am
Sarah	Jacqueline Franklin	3030817	10:07:13	10:09 pm	10:08:13 6:03 am
Sarah	Jacqueline Franklin	3030817	10:15:13	9:46 pm	10:16:13 4:56 am
Sarah	Jacqueline Franklin	3030817	10:17:13	9:27 pm	10:18:13 3:14 am
Sarah	Jacqueline Franklin	3030817	10:18:13	7:45 pm	10:19:13 2:29 am
Sarah	Jacqueline Franklin	3030817	10:19:13	9:57 pm	10:20:13 3:50 am
Sarah	Jacqueline Franklin	3030817	10:20:13	9:19 pm	10:21:13 3:23 am
Sarah	Jacqueline Franklin	3030817	10:21:13	10:45 pm	10:22:13 4:11 am
Sarah	Jacqueline Franklin	3030817	10:25:13	8:38 pm	10:26:13 4:54 am
Sarah	Jacqueline Franklin	3030817	10:26:13	8:45 pm	10:27:13 4:08 am
Sarah	Jacqueline Franklin	3030817	10:31:13	9:43 pm	11:11:13 5:02 am
Sarah	Jacqueline Franklin	3030817	11:11:13	8:46 pm	11:21:13 5:34 am
Sarah	Jacqueline Franklin	3030817	11:12:13	9:41 pm	11:31:13 5:16 am
Sarah	Jacqueline Franklin	3030817	11:51:13	8:49 pm	11:06:13 5:21 am
Sarah	Jacqueline Franklin	3030817	11:06:13	7:37 pm	11:07:13 3:30 am
Sarah	Jacqueline Franklin	3030817	11:07:13	10:43 pm	11:08:13 6:50 am
Sarah	Jacqueline Franklin	3030817	11:08:13	8:00 pm	11:09:13 5:32 am
Sarah	Jacqueline Franklin	3030817	11:09:13	11:24 pm	11:10:13 5:24 am
Sarah	Jacqueline Franklin	3030817	11:11:13	10:10 pm	11:12:13 5:22 am
Sarah	Jacqueline Franklin	3030817	11:17:13	7:33 pm	11:18:13 2:57 am
Sarah	Jacqueline Franklin	3030817	11:19:13	7:38 pm	11:20:13 1:52 am
Sarah	Jacqueline Franklin	3030817	11:22:13	7:51 pm	11:23:13 1:06 am
Sarah	Jacqueline Franklin	3030817	11:23:13	9:28 pm	11:24:13 2:30 am
Sarah	Jacqueline Franklin	3030817	12:21:13	10:26 pm	12:31:13 6:16 am
Sarah	Jacqueline Franklin	3030817	12:31:13	11:51 pm	12:41:13 6:39 am
Sarah	Jacqueline Franklin	3030817	12:41:13	7:44 pm	12:42:13 4:31 am
Sarah	Jacqueline Franklin	3030817	12:43:13	11:41 pm	12:48:13 7:28 am
Sarah	Jacqueline Franklin	3030817	12:12:13	11:23 pm	12:13:13 5:22 am
Sarah	Jacqueline Franklin	3030817	12:13:13	7:59 pm	12:14:13 4:21 am
Sarah	Jacqueline Franklin	3030817	12:14:13	9:44 pm	12:15:13 3:30 am
Sarah	Jacqueline Franklin	3030817	12:17:13	11:41 pm	12:18:13 12:18 am
Sarah	Jacqueline Franklin	3030817	12:18:13	7:36 pm	12:19:13 3:00 am
Sarah	Jacqueline Franklin	3030817	12:19:13	9:08 pm	12:20:13 4:51 am



Sarah	Jacqueline Franklin	3030817 12:22:13	1:06:00 pm	12:22:13	5:53 am	1:78
Sarah	Jacqueline Franklin	3030817 12:22:13	10:06 pm	12:22:13	6:01 am	6:02
Sarah	Jacqueline Franklin	3030817 12:25:13	8:28 pm	12:26:13	8:37 am	1:15
Sarah	Jacqueline Franklin	3030817 12:27:13	12:06 am	12:27:13	6:25 am	6:32
Sarah	Jacqueline Franklin	3030817 12:27:13	10:31 pm	12:28:13	6:00 am	1:03
Sarah	Jacqueline Franklin	3030817 12:14	9:50 pm	1:3:14	7:54 am	5:05
Sarah	Jacqueline Franklin	3030817 13:13	10:39 pm	1:4:14	5:08 am	6:25
Sarah	Jacqueline Franklin	3030817 15:14	1:46 am	1:5:14	6:50 am	5:33
Sarah	Jacqueline Franklin	3030817 15:14	10:14 pm	1:9:14	5:36 am	1:05
Sarah	Jacqueline Franklin	3030817 19:14	10:05 pm	1:10:14	5:02 am	1:07
Sarah	Jacqueline Franklin	3030817 19:14	11:30 pm	1:11:14	5:40 am	1:02
Sarah	Jacqueline Franklin	3030817 12:14	12:56 am	1:12:14	9:31 am	8:05
Sarah	Jacqueline Franklin	3030817 18:14	9:34 pm	1:19:14	4:47 am	1:22
Sarah	Jacqueline Franklin	3030817 19:14	10:07 pm	1:20:14	5:14 am	1:12
Sarah	Jacqueline Franklin	3030817 12:14	9:06 pm	1:22:14	1:51 am	4:30
Sarah	Jacqueline Franklin	3030817 12:14	10:52 pm	1:23:14	4:25 am	5:60
Sarah	Jacqueline Franklin	3030817 12:14	12:03 am	1:24:14	5:35 am	4:31
Sarah	Jacqueline Franklin	3030817 12:14	9:56 pm	1:25:14	4:07 am	6:18
Sarah	Jacqueline Franklin	3030817 12:14	10:26 pm	1:26:14	3:15 am	6:55
Sarah	Jacqueline Franklin	3030817 2:14	10:12 pm	2:7:14	6:13 am	8:02
Sarah	Jacqueline Franklin	3030817 2:14	10:02 pm	2:9:14	8:17 am	10:07
Sarah	Jacqueline Franklin	3030817 2:14	10:31 pm	2:14:14	3:49 am	5:63
Sarah	Jacqueline Franklin	3030817 2:15:14	1:05 am	2:15:14	6:21 am	4:55
Sarah	Jacqueline Franklin	3030817 2:16:14	9:24 am	2:16:14	6:55 am	1:53
Sarah	Jacqueline Franklin	3030817 2:18:14	7:46 pm	2:19:14	3:01 am	7:25
Sarah	Jacqueline Franklin	3030817 2:20:14	11:43 pm	2:21:14	4:59 am	4:25
Sarah	Jacqueline Franklin	3030817 2:22:14	12:05 am	2:22:14	7:23 am	7:25
Sarah	Jacqueline Franklin	3030817 2:22:14	10:53 pm	2:23:14	6:46 am	7:58
Sarah	Jacqueline Franklin	3030817 7:23:14	9:18 pm	2:24:14	4:25 am	7:07
Sarah	Jacqueline Franklin	3030817 2:24:14	9:42 pm	2:25:14	3:37 am	4:02
Sarah	Jacqueline Franklin	3030817 2:27:14	10:00 pm	2:28:14	4:38 am	6:63
Sarah	Jacqueline Franklin	3030817 3:11:14	10:45 pm	3:2:14	5:07 am	6:35
Sarah	Jacqueline Franklin	3030817 3:5:14	1:07 am	3:8:14	7:17 am	6:17
Sarah	Jacqueline Franklin	3030817 4:8:14	10:02 pm	3:9:14	6:36 am	8:57
Sarah	Jacqueline Franklin	3030817 3:13:14	12:21 am	3:13:14	6:36 am	5:75
Sarah	Jacqueline Franklin	3030817 3:13:14	10:13 pm	3:14:14	4:48 am	6:10
Sarah	Jacqueline Franklin	3030817 3:14:14	11:43 pm	3:15:14	5:42 am	8:05
Sarah	Jacqueline Franklin	3030817 3:16:14	12:57 am	3:16:14	6:57 am	6:00
Sarah	Jacqueline Franklin	3030817 3:22:14	11:15 pm	3:23:14	7:26 am	7:05
Sarah	Jacqueline Franklin	3030817 3:22:14	12:47 am	3:22:14	5:25 am	6:18
Sarah	Jacqueline Franklin	3030817 3:23:14	10:19 pm	3:24:14	5:35 am	7:27
Sarah	Jacqueline Franklin	3030817 3:27:14	10:05 pm	3:26:14	6:25 am	6:30
Sarah	Jacqueline Franklin	3030817 3:28:14	9:28 pm	3:26:14	8:15 am	10:02
Sarah	Jacqueline Franklin	3030817 3:29:14	11:51 pm	3:30:14	7:29 am	7:18
Sarah	Jacqueline Franklin	3030817 3:30:14	10:59 pm	3:31:14	5:42 am	6:58
Sarah	Jacqueline Franklin	3030817 4:5:14	1:03 pm	4:4:14	5:15 am	6:23
Sarah	Jacqueline Franklin	3030817 4:4:14	11:59 pm	4:5:14	7:27 am	7:03

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Sarah	Jacqueline Franklin	3030817 7 18 14 10:57 pm 7 19 14 10:56 am	7 19
Sarah	Jacqueline Franklin	3030817 7 19 14 10:26 pm 7 20 14 1:15 am	7 20
Sarah	Jacqueline Franklin	3030817 7 23 14 10:49 pm 7 24 14 6:37 am	7 24
Sarah	Jacqueline Franklin	3030817 7 25 14 12:18 am 7 25 14 6:09 am	7 25
Sarah	Jacqueline Franklin	3030817 7 26 14 11:13 am 7 26 14 11:26 am	7 26
Sarah	Jacqueline Franklin	3030817 7 29 14 11:25 pm 7 29 14 6:53 am	7 29
Sarah	Jacqueline Franklin	3030817 7 30 14 12:25 am 7 30 14 6:19 am	7 30
Sarah	Jacqueline Franklin	3030817 7 30 14 11:59 pm 7 31 14 5:43 am	7 31
Sarah	Jacqueline Franklin	3030817 8 1 14 1:30 pm 8 2 14 7:29 am	8 2



1 **OPP**

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

3 Nevada Bar No. 6220

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

5 Nevada Bar No. 11280

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11 Nevada Bar No. 0270

12 **KAITLIN H. ZIEGLER, ESQ.**

13 Nevada Bar No. 013625

14 **KAMER ZUCKER ABBOTT**

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16 Las Vegas, Nevada 89102

17 (702) 259-8640

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,) Case No.: A-14-709372-C

23 MICHAELA DIVINE, VERONICA VAN)

24 WOODSEN, SAMANTHA JONES,) Dept. No.: 31

25 KARINA STRELKOVA, LASHONDA,)

26 STEWART, DANIELLE LAMAR, and)

27 DIRUBIN TAMAYO, individually, and on) **DEFENDANT'S OPPOSITION TO**

28 behalf of a class of similarly situated) **PLAINTIFFS' MOTION FOR**

Plaintiffs,) **SUMMARY JUDGMENT ON**

) **EMPLOYEE STATUS**

)

)

) Hearing Date: July 25, 2017

vs.) Hearing Time: 9:30 a.m.

)

)

29 RUSSELL ROAD FOOD AND)

30 BEVERAGE, LLC, a Nevada limited)

31 Liability company (d/b/a CRAZY)

32 HORSE III GENTLEMEN'S CLUB),)

33 DOE CLUB OWNER, I-X,)

34 ROE CLUB OWNER, I-X, and)

35 ROE EMPLOYER, I-X,)

36 Defendant)

37 **AND RELATED COUNTERCLAIMS**



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

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1 **DEFENDANT, RUSSELL ROAD FOOD & BEVERAGE, LLC'S OPPOSITION TO**
2 **PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT ON EMPLOYEE STATUS**

3 COMES NOW, Defendant, RUSSELL ROAD FOOD & BEVERAGE, LLC D/B/A
4 CRAZY HORSE III GENTLEMEN'S CLUB ("Defendant" and/or "Russell Road"), by and
5 through its undersigned counsel, JEFFERY A. BENDAVID, ESQ., and STEPHANIE J.
6 SMITH, ESQ. of the MORAN BRANDON BENDAVID MORAN, and GREGORY J.
7 KAMER, ESQ. and KAITLIN H. ZIEGLER, ESQ. of KAMER ZUCKER ABBOTT, and
8 hereby submits its Opposition to Plaintiffs' Motion for Summary Judgment on Employee
9 Status.
10

11 This Opposition is made and based upon the Memorandum of Points and Authorities
12 submitted herewith, together with the papers and pleadings on file herein, exhibits attached
13 hereto, and oral arguments at the time of Hearing.
14

15 DATED this 6th day of July, 2017

16 **MORAN BRANDON BENDAVID MORAN**

17 /s/Jeffery A. Bendavid

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

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs are operating under the false legal premise that exotic dancers are employees of
4 clubs, as a matter of law. *See generally, Terry v. Sapphire Gentlemen's Club*, 336 P.3d 951,
5 957, 130 Nev. Adv. Op. 87, *6 (Nev. 2014)(*abrogated by statute*). Plaintiffs persevere in their
6 misinformation, by continuously choosing to ignore the requirements of NRS 608.0155, and
7 instead attempt to rely on case law from different jurisdictions that do not have a presumptive
8 independent contractor statute, and a federal test that is now inapplicable to their claims. This
9 Court has already decided that NRS 608.0155 is applicable to the claims brought by
10 Plaintiffs, and currently there are only individual Plaintiffs proceeding in this matter.
11 Accordingly, each Plaintiff has to be analyzed pursuant to the criteria set forth in NRS
12 608.0155. Plaintiffs are independent contractors pursuant to the criteria set forth in NRS
13 608.0155, and Defendant has already filed a motion for summary judgment detailing how the
14 individual Plaintiffs satisfy the requisites to presumptively be independent contractors.
15

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17 Furthermore, Plaintiffs' alleged "undisputed facts" are either entirely irrelevant, or fail to
18 take into account supplemental evidence, such as their own sworn deposition testimony which
19 contradicts the assertions on which they are basing their claim that they were actually treated
20 as "employees." *See generally, Plaintiffs' Motion for Summary Judgment ("MSJ")*. To the
21 contrary, Plaintiffs agreed to be independent contractors, behaved and conducted themselves
22 as independent contractors, and were treated in accordance with their individual agreements
23 with Defendant. It is not Defendant's duty to ensure that each of the Plaintiffs is a successful
24 independent contractor. Indeed, many of the "rules" which Plaintiffs argue exhibit control
25 over how they performed, were not enforced, and Plaintiffs provide zero evidence in support
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1 of their claims. Plaintiffs are merely attempting to slide by without actually performing a
2 sufficient analysis under NRS 608.0155, and to rely on past successes when there was
3 significantly different statutory authority and case precedence, or lack thereof.

4 Plaintiffs premise their purported “employee” status, on the idea that an independent
5 contractor should not have any rules, and cannot agree to any guidelines or restrictions for
6 performing in or utilizing a venue, an idea which is patently false for practically any business.
7 Although Plaintiffs would lead this Court to believe that each and every exotic dancer is a *de*
8 *facto* employee, the statutory law paired specifically with the particular facts of this case fail
9 to establish that Plaintiffs were misclassified, and in fact, establish that they are conclusively
10 independent contractors. Strangely, Plaintiffs do not even perform an adequate analysis under
11 any test or criteria, because they do not analyze any of their own individual circumstances or
12 testimony, an essential task in light of their denial of class certification. NRS 608.0155 in
13 conjunction with Plaintiffs’ blanket and erroneous arguments, and their purported, but
14 actually irrelevant, “material facts”, do not entitle them to summary judgment.

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18 **II. PLAINTIFFS’ MISCHARACTERIZATION OF FACTS AND**
19 **IMMATERIAL FACTUAL ASSERTIONS**

20 Plaintiffs’ list of allegedly undisputed “material facts” (“SOF”) which purportedly support
21 their assertion that they were somehow “employees”, mischaracterizes and massages the
22 documents to fit an inaccurate narrative of what actually occurred in Defendant’s venue,
23 Crazy Horse III. *See generally, MSJ.* Plaintiffs assert sweeping “facts” that do not address
24 each of their individual situations, or why they were purportedly employees. Plaintiffs were
25 denied class certification, and are proceeding as individuals, and no class presently exists or
26 formerly existed. *See Ratnayake v. Farmers Ins. Exchange, 2015 US Dist. LEXIS 25868 *20*



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1 *(finding no class existed where certification had been denied); see also, Gibson v. Chrysler*
2 *Corp., 261 F.3d 927, 941 (9th Cir. 2001).*

3 Plaintiffs also attempt to utilize their “facts” to align with factors set forth by the FLSA’s
4 economic realities test, which is not applicable to their wage claims, while simultaneously
5 failing to actually substantiate that these “facts” are demonstrative of true control. Tellingly,
6 Plaintiffs do not use any of their own individual testimony, verified interrogatory responses,
7 and/or the evidence of their log-in/log-out documents, or charge sheets which directly refute
8 some of their alleged SOF. *See generally, MSJ; see also, Exhibits B-I.¹* Even if Defendant
9 does not dispute the facts set forth by Plaintiffs, their “facts” paired with the actual conduct of
10 Plaintiffs and Defendant, clearly do not evidence that they are employees as a matter of law.
11 As will be demonstrated with Plaintiffs’ own sworn deposition testimony, many of the
12 “material facts” they assert evidence they were employees, are significantly and meaningfully
13 varied, and only further evidence that each was an independent contractor. *See generally,*
14 *Defendant’s Motion for Summary Judgment.*

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18 SOF 1 states that Defendant “required” dancers to “obey” a list of Entertainer Guidelines
19 and Entertainer Rules. *See MSJ, 7:2-5.* Defendant does not deny the existence of any
20 guidelines or rules, as it operates a legal business subject to various federal, state, and county
21 legal requirements. *See generally, Answer to Third Amended Complaint; see also, generally,*
22 *Exhibit A.* However, this is not evidence of improper control, in fact, NRS 608.0155,
23 specifically provides that an independent contractor can be bound by contractual obligations.
24 *See NRS 608.0155(1)(c)(1).* Furthermore, Defendant’s interrogatory response, merely states
25 that the guidelines speak for themselves. *See Exhibit 1 to MSJ.* To the contrary, as detailed
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¹Defendant’s exhibits are filed concurrently herewith in its Appendix of Exhibits.



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1 herein, Plaintiffs had significant autonomy and freedom in determining their schedules,
2 outfits, performances, and other portions of their business as exotic dancers. *See infra*.

3 SOF 2 declares that the “Club enforced its guidelines and rules by assessing fines against
4 dancers, placing them on inactive status, or termination.” *MSJ*, 7:6-8. However, Plaintiffs
5 mischaracterizes the evidence. Defendant’s response to Interrogatory No. 3, merely
6 references the documents identified as Bates Nos. 48-54, and states that the documents speak
7 for themselves. *See Exhibit 1 to MSJ*. Plaintiffs, other than “guidelines” that were generally
8 posted in Defendant’s facility (or provided as part of Defendant and respective Plaintiff’s
9 initial agreement), do not provide any evidence that these “guidelines and rules” were actually
10 enforced. *See generally, MSJ*. Defendant’s Person Most Knowledgeable (“PMK”), Keith
11 Ragano (“Ragano”) specifically testified when asked about “fines, inactive status, and
12 termination” that “improper checkouts” would result in a dancer being placed “inactive until
13 they came in again and spoke to a manager on how to properly check out.” *Exhibit A-*
14 *Excerpts from Deposition of Keith Ragano, 78:22-79:5*.

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17 A: But, I’m never enforcing fines. And I wouldn’t...termination or revoke their
18 license, they wouldn’t terminate them.” *Id*.

19 Ragano went on to testify that he “would never terminate anybody.” *Id at 80:1*. Indeed,
20 Plaintiffs did not offer testimony or evidence that even a single one of them was, in fact,
21 terminated from performing at the club, or that they were actually fined, and/or paid any such
22 fines. *See generally, MSJ*. In fact, Plaintiffs have no evidence of alleged fines, and/or that
23 they paid any fines that they were allegedly assessed. *Exhibit B- Plaintiffs’ Individual*
24 *Entertainer Charge Summaries*.

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27 Indeed, the Plaintiffs themselves left for a variety of reasons, not due to termination, for
28 example Plaintiff Karina Strelkova testified to performing at Crazy Horse III for



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1 approximately two years, and stopping only because her child got older. *Exhibit E -Excerpts*
2 *of Deposition of Karina Strelkova, 12:16-24*. Whereas, Plaintiff Jacqueline Franklin testified
3 she stopped because the hosts were allegedly rude to her. *Exhibit F-Excerpts of Deposition of*
4 *Jacqueline Franklin, 72:15-17*. Accordingly, Plaintiffs' SOF 2 does not entitle them to
5 summary judgment because it was not enforced, and none of the Plaintiffs were even
6 subjected to those guidelines.
7

8 SOF 3 states that Defendant "could fine or deactivate dancers" for some assorted conduct.
9 This fact is essentially restating the same thing as SOF 2. Defendant does not dispute that it
10 had some guidelines for entertainers, and maybe "could" have assessed penalties against the
11 independent contractor dancers who utilized their premises and violated their "rules."
12 However, Plaintiffs agreed to utilize Defendant's premises and thereby agreed to be subject to
13 any contractual guidelines which the club set forth, which is evidenced by the simple fact that
14 they actually performed at Defendant's club. *See Third Amended Complaint*. Most
15 importantly, Defendant did not actually fine Plaintiffs, thus giving Plaintiffs significant
16 latitude in their conduct. *See Exhibit A, supra, Id.; see also, Exhibit B*.
17
18

19 Defendant does not dispute that it required dancers to sign an "Entertainers Agreement"
20 ("Agreement") as Plaintiffs' state in SOF 4, and such a fact only serves to support the
21 contention that Plaintiffs were independent contractors free to sign agreements both with
22 Defendant, and with any other venue or club. *See Exhibit 2 to MSJ, Entertainers Agreement,*
23 *RR0043-47*. The Agreement specifically states that the parties intended and agreed that
24 Plaintiffs would be only entertainers, who made use of the facilities. *Id.* The Agreement
25 clearly sets forth that Plaintiffs were not required to work exclusively for Defendant, and that
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1 Plaintiffs were responsible for providing all of the necessary equipment for their own
2 performances. *Id.*

3 Defendant does not dispute that it paid the direct operational expenses for the club, as the
4 venue has multiple bars, food service, several employees that worked as bartenders and/or
5 servers, or in other management or security capacities. *Exhibit A, 25:13-26:14; 27:13-28:9.* In
6 fact, there is no dispute that Crazy Horse III is a gentlemen's club that provides a space for
7 men and women to come and have alcoholic beverages, eat, and also provides a venue for
8 women to present exotic dance performances and services. *See generally, Defendant's*
9 *Answer to Third Amended Complaint and Counterclaims.* Defendant also does not dispute
10 SOF 6 however, the fact that Defendant charged a cover charge to its guests who were also
11 possibly patrons of Plaintiffs is entirely immaterial to Plaintiffs' claims.
12

14 Defendant does not dispute SOF 7, that Plaintiffs did not have to have
15 "formal" dance training, however, Plaintiffs were supposed to have previous experience as an
16 entertainer. *See Exhibit 2 to MSJ, Agreement, RR0043-0047.* As with any venue who presents
17 entertainment, such as a concert hall or even restaurant, Defendant desired quality
18 experienced entertainers, and relied upon an individual's representations, and also their
19 overall individual presence. *Exhibit A, 100:6-7.* Defendant also does not dispute that it did
20 not treat its dancers as employees or issue tax forms to them as stated in SOF 8. Such a "fact"
21 does not prove that Plaintiffs were, in fact, actually employees, and Plaintiffs fail to provide
22 authority supporting this assertion. *See generally, MSJ.* Indeed, each patron whom a Plaintiff
23 performed for could have provided them a 1099, as that was who paid each Plaintiff for their
24 exotic dance performances, including lap dances and/or VIP time. *See generally, Third*
25 *Amended Complaint.*
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1 Defendant does not dispute SOF 9, that it had guidelines regarding pricing for lap dances,
2 due to industry standards, however, Plaintiffs were free to negotiate for more or less money
3 from a patron. *Exhibit A, 101:15-104:8, Exhibit C- Excerpts from Deposition of Danielle*
4 *Lamar, 43:17-24; Exhibit D- Excerpts from Deposition of Lily Shepard, 58:3-6.*

5
6 Defendant disputes the blanket statement in SOF 10, that it “required” Plaintiffs to pay a
7 house fee to dance at the club, in fact, it did not require a house fee to dance at the club from
8 9:00 a.m. to 9:00 p.m. there was no house fee whatsoever. *Exhibit A, 45:17-25.* Defendant
9 does not dispute SOF 11, above all Crazy Horse III is a venue where patrons come to enjoy
10 performances, have drinks, eat food, and listen to music. *Exhibit A, 25:13-26:14; 27:13-28:9.*
11 As such, it makes sense that Defendant would seat some patrons. However, that is due to the
12 fact that there are “certain drink minimums in certain areas for the guests” not the Plaintiffs.
13 *Id. at 68:15-24.* However, Plaintiffs could approach patrons in the various areas of the club to
14 try to entice them to purchase lap dances or VIP time. *Exhibit E, 53:8-17.* Again, SOF 11, is
15 immaterial to Plaintiffs’ claims, nor does it factor in to the criteria of NRS 608.0155 and if
16 anything, illustrates how Defendant may have directed its patrons. Plaintiffs do not even
17 mention this “fact” in their own (albeit incorrect as it is done pursuant to the FLSA test)
18 analysis of the business relationship between Plaintiffs and Defendant. *See MSJ.*

19
20 Defendant does not dispute SOF 12, or SOF 13, that it had multiple stages, and it would
21 call dancers up on stage to perform, or that it would charge a \$40 fee not to dance on stage.
22 However, Plaintiffs could choose whether or not they wanted to dance on stage, and women
23 who chose to dance on stage would not pay any fee. *Exhibit A, 65:24-66:1; Exhibit E, 57:9-*
24 *10.*



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1 Defendant does not dispute, SOF 14, that it required dancers to check in and check out.
2 The process is designed to keep the venue organized and so that Defendant can know which
3 performer is inside of the venue and when, not so that they can control when she enters or
4 leaves (which is at the dancer's discretion). *Exhibit A*, 82:13-15, 105:9-15. Additionally, the
5 check-out process is in order to verify the licenses on premises in accordance with legal
6 requirements set forth by Metro (police), local, and/or other state guidelines. *Exhibit A*,
7 113:23-114:3.

9 Defendant also does not dispute SOF 15, SOF 16, and SOF 17. Defendant did have VIP
10 areas for more private dances, and Plaintiffs would check in with their guest, with a host, as
11 there were drink minimums. *Exhibit A*, 109:23-110:4. However, Plaintiffs had a "very large
12 ability" to negotiate fees with the patrons for their dancing, and the VIP host essentially just
13 ensures that dancers and patrons are taken care of in terms of payment or if a patron desired to
14 purchase dance dollars. *Exhibit A*, 102:6-104:8. Additionally, a dancer would be paid ahead
15 of time prior to heading into the VIP room. *Id.* Plaintiffs would also be paid directly by the
16 patrons they took into the VIP area. *Id.* Defendant disputes SOF 18, as there were some basic
17 guidelines regarding dress codes. Plaintiffs had to comply with State law and/or regulations
18 regarding dress code. *Exhibit A*, 108:3-109:1. However, Plaintiffs had significant latitude in
19 deciding what to wear while performing at Defendant's venue. *Exhibit A*, 43:10-21, 55:15-19,
20 108:3-17; *Exhibit C*, 18:4-5, 33:10-25; *Exhibit D*, 43:19-25; *Exhibit E*, 40:17-41:14; *Exhibit*
21 *F*, 28:12-29:21. *Exhibit G- Excerpts of Deposition of Ashleigh Park*, 35:7-9; *Exhibit H-*
22 *Excerpts of Deposition of Stacie Allen*², 80:3-15. Plaintiff Michaela Devine aka Moore,
23 testified as follows:
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28 ² Plaintiffs Stacie Allen and Michaela Devine aka Moore have no claims under the MWA, as they performed beyond the two-year statute of limitations, and conceded they are outside of the applicable statute of limitations for wages.



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1 Q. What about on following times that you would go in to perform, did you have
2 to check in and show anyone what you were wearing?

3 A. Um, they didn't really enforce any -- even though there was rules, they didn't
4 enforce what people wore. So no. *Exhibit I- Excerpts of Deposition of Michaela*
Devine aka Moore, 19:19-25.

5 Regarding SOF 19, Defendant does not dispute that it had dancers perform topless while
6 they were on stage. However, Defendant does run an adult club, and dancers, including
7 Plaintiffs agree to present exotic entertainment which includes dancing topless. *See generally,*
8 *Third Amended Complaint and Defendant's Answer.* Plaintiffs did not have to precisely
9 follow that guideline, in fact it was up to a Plaintiff to decide how she was going to present
10 her entertainment on stage. *Exhibit A, 63:1-6.*

12 Defendant disputes that it mandated certain farewells by Plaintiffs, or any of its dancers as
13 stated in SOF 20. Except for pointing out an outdated guideline, Plaintiffs themselves do not
14 provide any evidence, even in the form of self-serving testimony, that they were mandated to
15 personally thank and/or smile at each patron prior to that patron leaving. *See generally, MSJ*
16 *and Exhibits thereto.* Defendant does not dispute SOF 21. The fact that Defendant required
17 performers in its venue to behave like a civilized person who would be appealing to its
18 patrons, and to enhance the experience of any person coming into their gentlemen's club is
19 merely common sense. Such a fact is not material to Plaintiffs' wage claims. *See NRS*
20 *608.0155.* Defendant's list of general adjectives does not evidence much control, if any, over
21 how Plaintiffs actually conducted their businesses of exotic dancing, but merely, if anything,
22 were guidelines for any person utilizing its venue. *Exhibit A, 51:24-52:12.* Notably, these
23 "requirements" fell under the definitions and guidelines specifically pertaining to "Hustling."
24 *Id., see also, see Plaintiff's Exhibit I, RR0051.*



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1 Defendant does not dispute SOF 22, dancers could not run their own tabs, or ask patrons
2 to reimburse the dance dollar redemption fee. Defendant did not want its personal business
3 inner working and policies to be discussed with patrons who were there to be entertained and
4 enjoy Defendant's venue. *Exhibit A, 69:11-70:3*. However, Plaintiffs did not have to accept
5 dance dollars whatsoever, if they chose not to do so. *Exhibit A, 71:1-2, Exhibit C, 46:17-24;*
6 *Exhibit E, 60:4-17; Exhibit F, 39:12-14; Exhibit G, 38:21-39:4; Exhibit H, 142:2-24.*

8 Defendant disputes the characterization in SOF 25³ that each Plaintiff was assigned a
9 "work shift" as asserted in Plaintiffs' MSJ. Defendant and a prospective dancer would agree
10 upon a twelve (or 24 hour) slot that a dancer could access the venue to provide exotic dances.
11 *Exhibit A, 46:19-22, 47:3-7*. However, there are no set amount of times they had to come to
12 the club to perform or any set days. *Exhibit A, 114:19-23.*

14 Defendant disputes SOF 26, that the club dictated that they chose Plaintiffs' music, as the
15 entertainers choose the playlist in the club and tell the DJ what type of music they like to
16 dance to on stage. *Exhibit A, 62:8-14*. Additionally, regardless of whether Defendant
17 ultimately chose the song, the individual performer had control over their individual
18 performances and style of dance. *Exhibit A, 117:1-8.*

20 **III. LEGAL STANDARD**

21 Summary judgment is only appropriate when the "pleadings, depositions, answers to
22 interrogatories, admissions, and affidavits, if any that are property before the court
23 demonstrate that no genuine issue of material fact exists, and the moving party is entitled to
24 judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031
25 (2005); *see also* Nev. R. Civ. P. 56(c). A factual dispute is genuine when the evidence
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³ Plaintiffs' list of undisputed facts is missing numbers 23 and 24, as such, Defendant merely used the number designation as written to avoid any additional confusion.



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1 construed in a light most favorable to the non-moving party, is such that a rational trier of fact
2 could return a verdict for the nonmoving party. *See Id.* All the non-movant's statements must
3 be accepted as true, all reasonable inferences that can be drawn from the evidence must be
4 admitted, and neither the trial court nor this court may decide issues of credibility based upon
5 the evidence submitted in the motion or the opposition. *Pegasus v. Reno Newspapers, Inc.*,
6 *118 Nev. 706, 714, 57 P.3d 82, 87(2002)*. Here, Plaintiffs have failed to evidence that there
7 are sufficient material facts for this Court to find, that as a matter of law, Plaintiffs are
8 employees. In particular, Plaintiffs essentially ignore the criteria set forth by NRS 608.0155,
9 and argue law that is entirely inapplicable, accordingly, summary judgment declaring that all
10 exotic dancers who performed in Defendant's venue were employees, should be denied.
11

12 IV. ARGUMENT

13 A. Plaintiffs' Motion for Summary Judgment Improperly Seeks the Reconsideration 14 of a Ruling in Violation of EDCR 2.24.

15 EDCR 2.24 specifically provides:

- 16
- 17 (a) No motions once heard and disposed of may be renewed in the same cause, nor
18 may the same matters therein embraced be reheard, unless by leave of the court
19 granted upon motion therefor, after notice of such motion to the adverse parties.
- 20 (b) A party seeking reconsideration of a ruling of the court, other than any order
21 which may be addressed by motion pursuant to N.R.C.P. 50(b), 52(b), 59 or 60,
22 must file a motion for such relief within 10 days after service of written notice
23 of the order or judgment unless the time is shortened or enlarged by order. A
24 motion for rehearing or reconsideration must be served, noticed, filed and heard
25 as is any other motion. A motion for reconsideration does not toll the 30-day
26 period for filing a notice of appeal from a final order or judgment.

27 Plaintiffs' MSJ contends that the "Court's interlocutory Order regarding the application of
28 NRS 608.0155 to limit MWA claims was clearly erroneous and should be modified." *See*
MSJ, 10:2-22. This is not a request appropriate for a motion for summary judgment.
Plaintiffs are requesting reconsideration. *Id.* However, EDCR 2.24, as provided above, clearly



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1 prohibits Plaintiffs' request for the Court to modify its order on their failed Motion for Class
2 Certification. There is no pending motion for rehearing or reconsideration. *See generally,*
3 *Docket.* Therefore, it is improper for Plaintiffs to request the Court to modify its Order
4 through their MSJ, as this Court already heard and decided this issue. As such, Plaintiffs'
5 entire argument regarding any "constitutional supremacy" and the purported impropriety of
6 NRS 608.0155, should be entirely disregarded.

8 Further, pursuant to EDCR 2.24 (b), requires a party seeking reconsideration of a court's
9 ruling must seek reconsideration within ten (10) days after notice of the entry of the order.
10 This Court's ruling denying class certification and finding that NRS 608.0155 was signed on
11 April 6, 2017, and Notice of Entry of Order was filed on April 12, 2017. Plaintiffs filed their
12 Motion for Summary Judgment on June 19, 2017, which is well outside of the ten days
13 provided for seeking reconsideration pursuant to EDCR 2.24(b). As such, Plaintiffs' attempt
14 to argue that the Court's ruling that NRS 608.0155 is applicable is erroneous and should be
15 modified, within their summary judgment motion, is improper and in violation of EDCR 2.24
16 (b).
17

18
19 **B. NRS 608.0155 Establishes that Plaintiffs Can Conclusively Presumptively Be**
20 **Independent Contractors and Therefore They are Not Encompassed by the**
21 **MWA.**

22 Plaintiffs incorrectly argue that NRS 608.0155, which this Court has already found
23 directly applicable to this litigation, improperly removes persons from the protections of the
24 Nevada Minimum Wage Amendment ("MWA"). *MSJ, 17-20.* Furthermore, Plaintiffs'
25 argument relies largely on their unfounded assumption that Plaintiffs would be, or somehow
26 are, automatically employees pursuant to the definition of one under the MWA. *Id.* However,
27 no such employee presumption exists in Nevada. *See generally, N.R.S. and Nev. Const.*
28



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1 Indeed, if the Nevada legislature had intended for such a presumption to exist, it could have
2 instituted one like other states have chosen to do. *See generally, California Labor Code,*
3 *2750.5 et seq.*

4 NRS 608.0155 provides a test by which to conclude presumptively whether a person is or
5 is not an independent contractor. *See generally NRS 608.0155.* There was no definition of an
6 independent contractor in the MWA, or within NRS 608, prior to the institution of NRS
7 608.0155. *Id.* The Nevada Supreme Court has found that when there is no direct conflict
8 between the MWA and NRS 608 provisions, they can be “...capable of coexistence’ so long
9 as the statute is understood, as it may reasonably be, to supplement gaps in the MWA’s
10 terms.” *Perry v. Terrible Herbst, 132 Nev. Adv. Op. 75 (Oct. 27, 2016) *7, citing L.D.G. v.*
11 *Holder, 744 F.3d 1022, 1031 7th Cir. 2014).* Here, there is clearly no direct conflict. The
12 statutory test to determine whether someone is an independent contractor does not abrogate
13 the definition of employee, it merely supplements a former gap within the MWA. *See NRS*
14 *608 et seq., see also Nev. Const. Art. XV.* Further “[W]hen possible, the interpretation of a...
15 constitutional provision will be harmonized with other statutes or provisions to avoid
16 unreasonable or absurd results.” *We the People Nevada ex rel. Angle v. Miller, 192 P.3d*
17 *1166, 124 Nev. 874, 881 (2008)(internal citation omitted.)*

18 Plaintiffs cite to *Thomas v. Nevada Yellow Cab Corp., 327 P.3d 518, 521, 130 Nev. Adv.*
19 *Op. 52, *4 (Nev. 2014)* to support their proposition that somehow NRS 608.0155 changes the
20 Nevada Constitution and therefore the statute should be ignored. *See MSJ. 11:1-10.* However,
21 the Nevada Supreme Court clearly already found that the MWA definition of “employee” was
22 “vague” and that “independent contractors,” a recognized and cognizable business
23 relationship, were not within the definition of an “employee.” *Terry v. Sapphire Gentlemen’s*
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1 *Club*, 336 P.3d 951, 954 (Nev. 2014)(abrogated by statute.) In fact, *Terry* plainly established
2 that the Nevada Supreme Court (and therefore lower courts) shall look within Nevada statutes
3 to determine definitions for both an employee and an independent contractor. *Id.* at 955.
4 Here, NRS 608.0155 can be read and applied complementary with the MWA because it
5 provides a clear definition and conclusive presumption that a person is an independent
6 contractor if it meets certain criteria. *See NRS 608.0155*. Notably NRS 608.0155 does not
7 state that a person who does not meet those criteria is automatically an employee, therefore it
8 logically follows that the Nevada Supreme Court's usage of the "economic realities" test may
9 perhaps then be appropriate. The Nevada Supreme Court purposefully stopped short of
10 declaring all gentleman's clubs "employers" by definition, or all exotic dancers "employees."
11 *See Terry v. Sapphire Gentlemen's Club*, 336 P.3d 951(Nev. 2014.) The "economic realities"
12 test is not a presumption or rebuttable presumption but a set of factors to determine the
13 existence of an employment relationship. *Id.* Plaintiffs' argument is that somehow NRS
14 608.0155, cannot ever establish that a person is presumptively an independent contractor,
15 thereby preventing any independent contractor relationships. *MSJ*, 11:18-22. However, this
16 is improper and impractical, as the MWA clearly states that only an "employee" is entitled to
17 minimum wage, thereby automatically contemplating the existence of an independent
18 contractor relationship. *Art. XV, Sec. 16*. As such, Plaintiffs can, as this Court has already
19 found, and should be subjected to the NRS 608.0155 independent contractor test, to
20 determine whether they meet those criteria.

21 **C. The MWA Definition of an Employee Does Not Incorporate or Mandate the Use**
22 **of the Economic Realities Test Employed in Evaluating Business Relationships**
23 **Pursuant to the FLSA Thus Plaintiffs' Arguments Fail.**
24



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1 Plaintiffs did not file their wage claims in federal court or pursuant to the requisites of the
2 FLSA, therefore their reliance on the federal standard continues to be erroneous, particularly
3 in light of the institution of NRS 608.0155. Plaintiffs concede that the Nevada Supreme
4 Court's analysis of a wage claim pursuant to NRS 608, and one under the MWA, and
5 therefore, NRS 608.0155 is just as apt in its application as it would be if the claim were
6 brought pursuant to NRS 608 for unpaid wages. Plaintiffs try to focus this Court's attention
7 on the definition of "employee," and the Nevada Supreme Court's application of the federal
8 "economic realities" test. *See generally, MSJ, Section B.* However, to reiterate, the Nevada
9 Supreme Court found that the definition of employee was vague as it is written in the MWA,
10 and was forced to try to clarify what may satisfy the vague definition. *See Terry v. Sapphire*
11 *Gentlemen's Club, 336 P.3d 951, 954 (Nev. 2014)(abrogated by statute.)* However, this does
12 not make the "economic realities" test part of the definition of employee nor does it create the
13 presumption of an employee. *NEV CONST. Art. XV, Sec. 16, see also, NRS 608 et seq.* And,
14 the MWA undisputedly did not have a statutory definition of an independent contractor. *Id.*
15 The evaluation of an employee/employer relationship is an entirely separate analysis, and one
16 that is not conflicting with the analysis of whether a person is an independent contractor.
17 Indeed, what Plaintiffs ignore, is that the MWA applies only when a person is an employee.
18 *NEV CONST. Art. XV, Sec. 16.* Again, there is no presumption that a person is an employee.
19 *Id, see also, NRS 608 et seq.* The only presumption in Nevada law is for an independent
20 contractor. *Id.* Also, to the extent this Court finds any value in the FLSA, the Nevada
21 Supreme Court has already specifically stated its willingness to "part ways with the FLSA
22 where the language of Nevada's statutes has so required." *Terry, supra, at 956, see also,*
23 *Dancer I-VII v. Golden Coin, Ltd., 124 Nev. 28, 32-34, 176 P.3d 271, 274-75 (2008)(holding*
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1 that Nevada law excluded tips from the calculation of an employee's minimum wages-
2 contrary to the rule under the FLSA—because the language was entirely conflicting.) Here,
3 the language of Nevada's statutes is clear, persons can be conclusively presumed to be
4 independent contractors. *See NRS 608.0155.*

5
6 NRS 608.0155, provides a set of criteria to define an independent contractor, not an
7 employee. *See NRS 608.0155.* Plaintiffs argue that the MWA does not provide a clear
8 definition of an employee. *MSJ, 12:4-12.* Notably, the Nevada legislature did not enact a set
9 of criteria to determine whether someone is an “employee,” it enacted a statute to determine
10 an independent contractor, which was entirely lacking. *See NRS 608.0155.* In *Thomas*, the
11 Court dealt with the imposition of a purported “exception” which contradicted the definition
12 of “employee” within the MWA. *See supra, Thomas, 327 P.3d at 521.* Here, it is essential to
13 perform the statutory analysis of Plaintiffs pursuant to NRS 608.0155, because any persons
14 who fit those criteria are conclusively presumed to be independent contractors. *See NRS*
15 *608.0155.* Therefore, the MWA can never apply to those individuals as independent
16 contractors, as a matter of law. Since NRS 608.0155(2) states that:

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

23 There is no encroachment on constitutional supremacy. The definition of “employee”
24 under the MWA is separate and apart, and NRS 608.0155 duly contemplates that there is
25 another analysis for determining what business relationship exists between two parties. To
26 reiterate, the key issue which Plaintiffs continue to ignore is that NRS 608.0155 was
27 instituted after *Terry*. In *Terry*, the Court stated, that NRS 608.011 lacked direction and was
28 not materially different than a federal counterpart. *Terry, supra, at 956.* However, even were



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1 it in direct conflict the Nevada Supreme Court still looks to specific Nevada statutory
2 language and legislative intent in making determinations. *See Boucher v. Shaw, 124 Nev.*
3 *1164, 196 P.3d 959 (2008)(holding that the statutory language was not intended to pierce*
4 *corporate veil because the legislature specifically excluded references to managers).* At the
5 time of *Terry* there was no statutory text to guide the Nevada Supreme Court’s deciphering
6 whether the dancers in that matter were in fact employees or were independent contractors.
7 *See generally, Terry, supra.* Here, as the Nevada Supreme Court has had available for other
8 issues, like in deciding tip offset or whether to make managers personally liable, there is now
9 a clear statute, with clear statutory intent regarding independent contractors. *See NRS*
10 *608.0155; see also, supra, Dancer I-VII v. Golden Coin, Ltd., 124 Nev. 28, Boucher v. Shaw,*
11 *124 Nev. 1164.* Therefore, although NRS 608.0155 fills in a gap in wage and hour
12 definitions, and is applicable pursuant to this Court’s order, to the extent that it “conflicts” as
13 Plaintiffs’ argue, this Court should still follow the Nevada Supreme Court’s lead and look to
14 its specific language and intent.

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18 **D. Plaintiffs’ Undisputed Material Facts Fail to Establish that Plaintiffs are**
19 **Employees as a Matter of Law and the Evidence Establishes they are**
20 **Independent Contractors.**

21 Plaintiffs cite to documents disclosed by Defendant, and attempt to use those “guidelines”
22 which Plaintiffs agreed to as independent contractors as, essentially “one-size fits all”
23 evidence. *See MSJ, SOF.* Indeed, as is evidence above, Plaintiffs fail to give context to many
24 of the guidelines and neglect to take into account testimony by Defendant’s Person Most
25 Knowledgeable regarding actual practices of Defendant. *See, supra, Exhibit A.* Most notably,
26 Plaintiffs completely fail to cite to any of their own admissible evidence, including any of
27 their own sworn testimony. *Id.* Tellingly, this is because Plaintiffs’ individual testimony,
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1 which was so varied that it mandated this Court deny their motion for class certification,
2 shows a wide array of business skills, personal management, and even relationship dynamic
3 between the Plaintiffs and Defendant. *See generally, Exhibits C-I.* Plaintiffs essentially try to
4 mold their facts into ones like where the *Terry* court found exotic dancers in that case to be
5 employees as a matter of law. *MSJ, 18:13-19:23, and generally, SOFs.*

7 Again, the only applicable analysis in this case, based on the Court's previous ruling is
8 one done pursuant to NRS 608.0155. NRS 608.0155 provides, in pertinent part, that a person
9 is presumptively an independent contractor if:

10 (a) Unless the person is a foreign national who is legally present in the
11 United States, the person possesses or has applied for an employer identification
12 number or social security number or has filed an income tax return for a
13 business or earnings from self-employment with the Internal Revenue Service in
the previous year

14 (b) The person is required by the contract with the principal to hold any
15 necessary state business registration or local business license and to maintain
any necessary occupational license, insurance or bonding; and

16 (c) The person satisfies three or more of the following criteria:

17 (1) Notwithstanding the exercise of any control necessary to comply with
18 any statutory, regulatory or contractual obligations, the person has control and
19 discretion over the means and manner of the performance of any work and the
result of the work, rather than the means or manner by which the work is
performed, is the primary element bargained for by the principal in the contract.

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

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

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

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

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

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

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



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

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

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

7
8 2. The fact that a person is not conclusively presumed to be an independent
9 contractor for failure to satisfy three or more of the criteria set forth in paragraph (c) of
subsection 1 does not automatically create a presumption that the person is an
10 employee.

11 Plaintiffs each satisfy the criteria detailed above, as such, they are conclusively presumed
12 to be independent contractors, and cannot be employees. *See generally, Defendant's Motion*
13 *for Summary Judgment.* The MWA applies only to employers and dictates that they pay
14 wages to their “employees.” *See NEV. CONST.*, Art. XV, § 16(A). There is nothing within
15 the Nevada Constitution, Nevada statutory authority, or any other administrative code which
16 precludes gentlemen’s clubs engaging in an independent contractor business relationship with
17 exotic dancers, or deems all exotic dancers as employees. The fact that Plaintiffs are seeking
18 an all encompassing judgment as to distinct and separate individuals ⁴ is absurd in light of the
19 fact that there is presently no class, and no class at the time of filing their motion for summary
20 judgment. *See generally, Docket.* Tellingly, even when going through the “economic
21 realities” test, which does not apply here, Plaintiffs fail to cite any of their own testimony or
22 evidence to demonstrate they were actually subjected to “significant control”, or how they
23 satisfied or did not satisfy any of the other criteria of that test. *See generally, MSJ.*
24 Furthermore, Plaintiffs have failed to cite to any authority that completely relieves an
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4 There are only five named Plaintiffs remaining with claims under the MWA and for unjust enrichment, there
are two additional named Plaintiffs who only have a claim for unjust enrichment.



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1 independent contractor from agreeing to any rules or regulations, or requires a venue, or
2 contracting party to allow an entertainer to have any guidelines or even restrictions,
3 particularly when there are third parties involved. *Id.* Indeed, anyone providing services for
4 any type of business would be expected to observe some regulations, whether they be
5 deadlines, standards expectations or even dress codes. For instance, if a shared office space
6 rented to an individual conducting a consulting business, they would still need to follow rules,
7 likely about dress, legal requirements, and hours, and usage of the common areas. Notably,
8 there is no actual dispute over the first two criteria of NRS 608.0155. There is no dispute that
9 Plaintiffs meet NRS 601.0155(1)(a). *See MSJ, 23:9-28.* Plaintiffs' only argument is that the
10 Agreement they signed did not have language regarding their business license but it actuality,
11 the statute does not say whether a contract must be written, and there is no dispute that
12 Plaintiffs had to have a valid Nevada business license and Sheriff's card to perform in
13 Defendant's venue. *Exhibit A, 34:1-11.*

14
15
16 As addressed in more detail above, Plaintiffs alleged SOFs do not materially affect the
17 law in this case, and do not entitle them to judgment as a matter of law declaring any and all
18 exotic dancers as employees. *See supra.* Particularly, Plaintiffs are clearly independent
19 contractors responsible for their own performances, own income, and own result, when the
20 individual Plaintiffs and their actual circumstances are analyzed. *See, Defendant's Motion for*
21 *Summary Judgment.* Indeed, at least some of the SOFs affected Defendant's customers more
22 than any individual dancer. *See SOFs 3, 11, 15, 17.* For instance, Defendant seated guests,
23 who came into the club, however there were drink minimums in different areas for the guests
24 themselves. *Exhibit A, 68:14-24.* However, Plaintiffs did not have a required number of lap
25 dances, or a quota of dances they needed to perform, or a quota of time that they needed to
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1 spend in a VIP area, or time spent within the club. *See supra, Exhibit A; Exhibit C, 40:3-10,*
2 *Exhibit D, 26:9-12, 68:24-69:1; Exhibit E, 52:25-53:3; Exhibit F, 34:13-16; Exhibit G,*
3 *19:15-17; Exhibit H, 88:8-10; Exhibit I, 22:22-24.* Additionally, there was no required
4 number of guests for Plaintiffs to approach, and they could actually approach any number of
5 patrons they chose while at Crazy Horse III. *Exhibit C, 40:3-10; Exhibit, D, 26:13-15, 59:2-*
6 *4; Exhibit E, 32:22-33:7; Exhibit F, 34:17-23; Exhibit G, 19:12-14, Exhibit H, 95:14-19;*
7 *Exhibit I, 49:3-6.* Additionally, the mere fact that Defendant did not want Plaintiffs
8 discouraging patrons from purchasing alcohol has nothing to do with Defendant controlling
9 Plaintiffs or mandating the Plaintiffs sell or partake in alcohol. In fact, Plaintiffs could
10 consume or not consume alcohol as they chose. Plaintiffs could consume alcohol while
11 performing at Crazy Horse III, if they chose to do so, or refrain from drinking. *Exhibit C,*
12 *22:14-17; Exhibit D, 66:12-13; Exhibit E, 46:6-7; Exhibit F, 59:3-5; Exhibit G, 44:17-18;*
13 *Exhibit H, 90:3-24; Exhibit I, 25:5-11.*

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15
16 Plaintiffs' MSJ states that Defendant required dancers to check in and out, and also
17 assigned "work shifts" for each dancer. *SOFs, 14, 23.* However, Defendant had to implement
18 a check-in/check-out policy to be compliant with metro, local, and/or state guidelines, as they
19 were an exotic dance venue, and have a liquor license. *Exhibit A, 113:23-114:3.*
20 Additionally, Plaintiffs, could and did regularly check out after work any amount of time.
21 For example, one Plaintiff performed for only 2.75 hours while another one stayed for 13.05
22 hours. *Exhibit J, Log-in, Log-out Documents for Plaintiff Park and Plaintiff Strelkova*⁵.
23 Additionally, many of the Plaintiffs had an agreement with Defendant that they could access
24 the premises at any time, and therefore, were not assigned any "shift." *Exhibit E, 26:22-25;*
25 *Exhibit F, 19:12-18; Exhibit G, 13:5-11.*

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⁵ Information previously produced electronically.



1 Plaintiffs' stress that they were required to follow Entertainer Guidelines and
2 Entertainer Rules, and that they were fined, placed on inactive status or terminated if they
3 violated these rules. *MSJ, SOFs 1, 2*. However, Defendant's Person Most Knowledgeable
4 testified to the opposite of that, in fact stating that he did not believe in fining the dancers, and
5 Plaintiffs did not provide any actual admissible evidence that any of them suffered any
6 "fining" or "termination," or that they were actually placed on "inactive" status due to
7 violation of any of Defendant's alleged rules or guidelines. *See Exhibit A, supra, 83:12-14*.

9 Plaintiffs also claim that some alleged dress code guidelines, or because there were
10 certain guidelines about when a dancer should take her top off when performing on stage
11 demonstrate that Defendant controlled Plaintiffs. *See SOFs 17, 18*. However, this is not
12 largely indicative of any control over the means and manner in which Plaintiffs perform their
13 exotic dancing, nor does Plaintiff cite authority to such effect. Even entering a store or
14 restaurant persons are subjected to dress codes. Plaintiffs had significant latitude in selecting
15 their outfits, and there is no dispute that Plaintiffs agreed to work in a gentlemen's cabaret
16 where exotic, topless dances are performed. Each Plaintiff could choose her outfits and
17 overall look, with some of the Plaintiff's choosing signature accessories, such as special
18 earrings, within the confines of the Agreement, as long as it also comported with legal
19 requirements for exotic dancers. *Exhibit A, 43:10-21, 108:3-17; Exhibit C, 18:4-5, 33:10-25;*
20 *Exhibit D, 43:19-25; Exhibit E, 40:17-41:14; Exhibit F, 28:12-29:21; Exhibit G, 35:7-9;*
21 *Exhibit H, 80:3-15; Exhibit I, 19:19-25*. Again, there is no dispute that Plaintiffs are free to
22 enter business contracts, and free to agree to perform subject to guidelines and legal
23 requirements, which they each did for varying lengths of time. *See Exhibit H, and see*
24 *generally, Answer to Third Amended Complaint and Counterclaims.*



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1 Although Plaintiffs were not supposed to ask for reimbursement of any 10%
2 redemption fee on dance dollars, Plaintiffs were free to refuse to accept dance dollars. *SOF*
3 *22, Exhibit A, 71:1-2, Exhibit C, 46:17-24; Exhibit E, 60:4-17; Exhibit F, 39:12-14; Exhibit*
4 *G, 38:21-39:4; Exhibit H, 142:2-24.* Again, this fact is not illustrative of Defendant's control
5 over Plaintiffs. Plaintiffs continue to try to mold the facts of this case, where the Plaintiffs
6 had significant autonomy and control to facts in other cases with other defendants. *See*
7 *generally MSJ.* Indeed, the facts here, illustrate that Plaintiffs did meet the criteria of NRS
8 608.0155, and in particular, NRS 608.0155(1)(c)(1), which happens to be similar to one of the
9 factors under the, otherwise inapplicable, "economic realities" test.
10

11
12 Plaintiffs' argue that they fail to satisfy the criteria of the other NRS 608.0155(1)(c)(2-
13 5), however, they again, blatantly ignore their own testimony which evidences that they did in
14 fact meet those criteria. *See generally, MSJ 24-26.* For example, Plaintiffs were free to hire
15 employees to assist her business of being an exotic dancer. *Lamar Depo., 32:12-16; Shepard*
16 *Depo., 82:25-83:10; Franklin Depo., 72:5-7.* Additionally, the Plaintiffs did spend a lot of
17 money on maintenance and other investments to enhance their career as an exotic dancer. For
18 example, Plaintiff Jacqueline Franklin testified to the fact that she had gotten breast implants,
19 facial injections, and cosmetic veneers largely because she was an adult dancer (all of which
20 is plainly a significant investment). *See Exhibit F, 55:22-56:8.* Plaintiff Karina Strelkova
21 estimated spending about \$300.00-400.00 per month just on her makeup, hair, and nails. *See*
22 *Exhibit E, 36:24-37:11.* Plaintiffs' refusal to acknowledge even their own sworn testimony
23 which clearly evidences that they meet all of the requisites to conclusively be presumed an
24 independent contractor is significant. This Court found already, that NRS 608.0155 applies,
25 and accordingly, due to the presumptive nature of the statutes, this analysis must first be
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1 performed in order to determine whether an individual is an independent contractor. *See*
2 *Order denying Class Certification; see also, NRS 608.0155*. Plaintiffs, as individuals, must be
3 subjected to this test, and tellingly their testimony along with the documentary evidence, meet
4 the essential requisites of being presumptively, independent contractors. Therefore, Plaintiffs'
5 claims under the MWA fail, as a matter of law, because they are not employees. *See NEV.*
6 *CONST., Art XV, Sec. 15*.

7
8 **E. Plaintiffs' Argument that there is No Underlying Contract is Flawed and**
9 **Disingenuous**

10 Plaintiffs' statement of "undisputed material facts" states that Defendant required all
11 dancers to sign an entertainment agreement defining their relationship. *See MSJ, 7:14-18*.
12 Plaintiffs go on to reference Bates Numbered documents RR0043-0047, attached as Exhibit 2
13 to their MSJ. *Id.* This "Entertainers Agreement" ("Agreement"), clearly states that the parties
14 agree that the entertainer is "not an employee" and that Defendant is providing the facilities
15 as a performance location for the entertainer. *See Exhibit 2 to MSJ*. Plaintiffs also state as an
16 "undisputed fact" that Defendant did not issue W-2s or 1099s to dancers. *MSJ, 8:1-3*.
17 However, Plaintiffs then proceed to argue that NRS 608.0155 there is "no underlying contract
18 to perform work." *MSJ, 22:10-23:2*. However, Plaintiffs go on to essentially concede that
19 NRS 608.0155 could be "coherently applied" where the parties did have a contract to perform
20 work. *See MSJ, 22:24-28*. Plaintiffs' argument that NRS 608.0155 is inapplicable,
21 additionally fails, because they failed to meet, what many jurisdictions hold to be, the
22 "antecedent question" to finding a putative employer/employee relationship, which is whether
23 any compensation was paid from the putative employer. *See e.g. O'Connor v. Davis, 126*
24 *F.3d 112, (2nd Cir. 1997)*. It is unclear what Plaintiffs believed they were doing or how they
25 intended to be compensated by Defendant, as they each undisputedly showed up on
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1 Defendant's premises, performed and collected money directly from patrons and not
2 Defendant. *See Third Amended Complaint.* In fact, until the filing of their complaint,
3 Plaintiffs never even bothered to try to ask for compensation from Defendant. *See Exhibit C,*
4 *70:16-23; Exhibit D, 91:25-92:2; Exhibit E, 65:17-25; Exhibit F, 68:21-23; Exhibit G, 53:1-*
5 *4.* In fact, when Plaintiff Karina Strelkova was asked why she never asked anyone at Crazy
6 Horse III to pay her wages, she responded:

8 Why would I? I'm not there to apply for another job.

9 *Id. at Exhibit E.* Additionally, during the deposition of Plaintiff Danielle Lamar, when
10 questioned about whether she asked for wages, she testified:

12 Q. Okay. So when you were at Crazy Horse, did you ever ask anyone to be paid wages?

13 A. No.

14 Q. How come?

15 A. **Because I was an independent contractor.**

16 Q. Did you ask anyone at Crazy Horse to become an employee?

17 A. No. (emphasis added.)

18 *Id. at Exhibit C.* It is undisputed that Plaintiffs were licensed as, and conducted
19 themselves as, sole proprietorships. Indeed, Plaintiffs recognized this fact, Plaintiff Karina
20 Strelkova specifically testified:

21 A: To me this is a business. *Exhibit E, 31:15.*

22 Plaintiffs fail to meaningfully even analyze the factors of 608.0155, because they cannot
23 accurately and adequately provide evidence that each and every Plaintiff does not meet the
24 factors of the test. Indeed, Defendant has filed a Motion for Summary Judgment, detailing
25 how each of the Plaintiffs does in fact meet the criteria of 608.0155 when they are analyzed
26 on the basis of their own testimony, the documentary evidence, and the actuality of
27 circumstances under which they performed. Plaintiffs precursory run though of the 608.0155
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1 factors, essentially cites other case law, and relies heavily upon the decision in *Terry* which
2 again, was prior to its enactment. *See NRS 608.0155, see generally, MSJ, 23-26.*

3 Plaintiffs also meet the remaining criteria of NRS 608.0155, as they undisputedly had no
4 exclusivity with Defendant, they had complete freedom over when they performed, or
5 stopped performing altogether.
6

7 **V. CONCLUSION**

8 Based on the foregoing arguments, Defendant respectfully requests that this Court deny
9 Plaintiffs' Motion for Summary Judgment in its entirety since Plaintiffs' undisputed material
10 facts do not entitle them to summary judgment as a matter of law, as Plaintiffs' clearly fall
11 under the applicable criteria of NRS 608.0155. Plaintiffs' are not *de facto* employees and are
12 presumptively independent contractors, and therefore are not entitled to summary judgment in
13 their favor.
14

15 DATED this 6th day of July, 2017.

16 **MORAN BRANDON BENDAVID MORAN**

17
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