

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellants,

vs.

RUSSELL ROAD FOOD AND
BEVERAGE, LLC,

Respondents.

Case No. 74332

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

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Nevada

JOINT APPENDIX – VOLUME VII

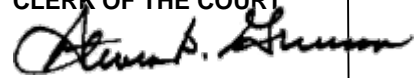
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DISTRICT COURT

CLARK COUNTY, NEVADA

JACQUELINE FRANKLIN, ASHLEIGH
PARK, LILY SHEPARD, STACIE ALLEN,
MICHAELA DEVINE, SAMANTHA JONES,
KARINA STRELKOVA, DANIELLE LAMAR
individually, and on behalf of Class of similarly
situated individuals,

Plaintiffs,

v.

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

Defendants.

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

**PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT AGAINST
PLAINTIFFS PURSUANT TO N.R.C.P. 56**

1 **PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY**
2 **JUDGMENT AGAINST PLAINTIFFS PURSUANT TO N.R.C.P. 56**

3 Plaintiffs, individually and on behalf of all persons similarly situated, hereby file their
4 Opposition to Defendant's Motion for Summary Judgment Against Plaintiffs' Pursuant to N.R.C.P.
5 56. This Opposition is based upon the following Memorandum of Points and Authorities and any
6 oral argument this Court may wish to entertain at the hearing of this Motion.

7 DATED this 7th day of July, 2017.

8 **MORRIS ANDERSON**

9 By: /s/ Lauren Calvert

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs, dancers at Defendant's Las Vegas strip club, (the "Dancers") claim they are
4 employees of Defendant ("Crazy Horse III" or the "Club") within the meaning of the Minimum
5 Wage Amendment to the Nevada Constitution, Nev. Const. Art. XV, sec. 16. (the "MWA").
6 Plaintiffs also claim Defendant has been unjustly enriched in retaining fees, fines, penalties and
7 required tip-outs. Dancers have never been paid by the Club and only receive income in the form of
8 tips from the Club's patrons. Some of these tips come in the form of Dance Dollars, which Dancers
9 must pay the Club to redeem for actual cash. Dancers also must pay the Club to enter the premises,
10 and to not have to dance on stage. Dancers are subject to other fees and fines and are subject to a
11 litany of rules and policies not grounded in statutory or regulatory law. Defendant's motion for
12 summary judgment ignores these undisputed facts and fails to present uncontroverted evidence in
13 support of its analysis. Thus, its motion must be denied.
14

15
16 **II. STANDARD OF REVIEW**

17 A successful summary judgment motion requires the moving party to demonstrate both the
18 absence of genuinely contested material facts as well as a prima facie entitlement to judgment as a
19 matter of law based upon undisputed evidence that would be admissible at trial (or upon a lack of
20 evidence if the nonmoving party bears the burden of persuasion at trial). *Nutton v. Sunset Station,*
21 *Inc.*, 131 Nev. Adv. Op. 34, at *18. (June 11, 2015). Only after both showings have been made does
22 the burden shift to the opposing party to prove the existence of genuinely disputed material facts.
23 *Id.*, citing NRCP 56(e) (when a motion for summary judgment relies upon affidavits, the affidavits
24 must set forth "such facts as would be admissible in evidence"); *Cuzze v. Univ. & Cmty. Coll. Sys.*
25 *of Nev.*, 123 Nev. 598, 602-03, 172 P.3d 131, 134 (2007) (moving party must make initial showing
26 of both an absence of genuinely disputed material facts as well as entitlement to judgment as a matter
27
28

1 of law before burden shifts to opposing party); *Collins v. Union Fed. Sav. & Loan Ass'n*, 99 Nev.
2 284, 302, 662 P.2d 610, 621 (1983) (evidence in support of or in opposition to summary judgment
3 must be evidence that would be admissible at trial). Summary judgment cannot be granted unless
4 and until all of these requirements are satisfied. *Nutton*, at *18.

5
6 The party opposing summary judgment is entitled to have the evidence and all inferences
7 therefrom accepted as true. *Jones v. First Mortgage Co. of Nevada*, 112 Nev. 531, 915 P.2d 883
8 (1996); *Johnson v. Steel*, 100 Nev. 181, 182-183 (1984). In *Wood v. Safeway*, 121 Nev. 724, 121
9 P.3d 1026 (2005), the Nevada Supreme Court clarified the “slightest doubt” standard, holding that
10 a factual dispute “is genuine when the evidence is such that a rational trier of fact could return a
11 verdict for the nonmoving party.” *Id.* at 724, 1026. As shown below and in Plaintiffs’ own Motion
12 for Summary Judgment, taking into consideration the *Wood* standard, Defendant’s Motion must fail.

13 14 **III. STATEMENT OF UNDISPUTED MATERIAL FACTS (“SOF”)**

15 1. The Club required dancers to obey a list of Entertainer Guidelines and Entertainer
16 Rules. Def’s Responses to Plaintiffs’ First Set of Interrogatories at Response to Rog 2 and documents
17 RR0048-54 and RR0122-139 (attached as “**Exhibit 1**”).

18 2. The Club enforced its guidelines and rules by assessing fines against dancers, placing
19 them on inactive status, or firing them. Ex. 1 at Response to Rog 3 and documents RR0048-54 and
20 RR0122-139.

21 3. The Club could fine or deactivate dancers for missing a stage call, not checking out
22 properly, not leaving the floor within five minutes after checking out, and/or discouraging Club
23 patrons’ purchase of alcohol from the Club. Ex. 1 at Response to Rogs 3 and 4 and documents
24 RR0053, RR0128, RR0130, RR0132, and RR0135-136.

25 4. The Club required dancers to sign an “Entertainers Agreement” that purported to
26 define the relationship between the dancers and the Club. Def’s Responses to Plaintiffs’ First Set of
27
28

1 Request for Production of Documents at Response to Request No. 5 and documents RR0043-47
2 (attached as “**Exhibit 2**”).

3 5. At all relevant times, the Club controlled and paid for all expenses relating to
4 operating the facility, including paying rent, utilities, special promotions, obtaining licensing, bar
5 and kitchen inventory, hiring and paying staff, and repair and maintenance. Dancers were not
6 required to contribute money toward the payment of those expenses. Deposition Transcript of Keith
7 Ragano taken on October 5, 2016, at 110:6-111:20 (attached as “**Exhibit 3**”)
8

9 6. At all relevant times, the Club controlled whether to charge patrons who wished to
10 access the Club a cover charge and controlled the amount of such charges. Ex. 3 at 110:12-14; Ex.
11 1 at document RR0054.
12

13 7. The Club did not require its dancers to possess any formal dance training. Ex. 3 at
14 95:4-7.

15 8. The Club did not treat its dancers as employees and did not issue W-2s or 1099s to
16 dancers for their services. Ex. 3 at 16:17-23 and 18:16-20.

17 9. The Club set the pricing for dancers’ performances. Ex. 1 at document RR0054.

18 10. The Club required dancers to pay a “house fee” to dance at the Club. Ex.3 at 16:24-
19 17:11.
20

21 11. The Club did not allow dancers to seat guests; all guests would be seated by Club
22 directors or other Club personnel. Ex.1 at Response to Interrogatory No. 2, document RR0053 at
23 ¶¶12 and 15.

24 12. The Club set up one or more stages and implemented a rotation system whereby
25 dancers would be called up to perform on stage. Ex. 3 at 58:25-62:7.
26

27 13. Dancers who did not want to perform on stage were required to pay \$40 to the Club
28 to be taken off the stage rotation. Ex. 3 at 65:13-66:1.

1 14. The Club required its dancers to check in when they arrived and to check out when
2 they left. Ex. 1 at Response to Interrogatory No. 2, document RR0053 at ¶5 and documents RR0127-
3 128 and RR0136.

4 15. The Club established and maintained designated “VIP” areas. Ex. 3 at 109:2-9.

5 16. To use the VIP room the Club required Dancers to check in and be escorted by a host.
6 Ex. 3 at 109:2-9; Ex. 1 at Response to Interrogatory No. 2 and documents RR0052 and RR0053 at
7 ¶12.

8 17. Dancers could not take patrons into the VIP room unless the patron paid fees set by
9 the Club and made minimum drink purchases from the Club. Ex. 1 at Response to Interrogatory No.
10 2 and documents RR0054 and RR0139.

11 18. Dancers were required to comply with a dress code set by the Club that included
12 coverage of large tattoos. Ex. 1 at Response to Interrogatory No. 2 and 6 and document RR0053 at
13 ¶8.

14 19. The Club required dancers to remove all clothing but a G-string on the first song on
15 stage and to leave their clothing off for every song on stage thereafter. Ex. 1 at Response to
16 Interrogatory No. 2 and document RR0053 at ¶¶1 and 23.

17 20. The Club limited the number of songs for which a dancer was permitted to perform
18 on-stage dancing for both the day shift and the evening shift. *See* Aug. 19, 2016 Deposition
19 Transcript of Keith Ragano at 21:4-9 (attached as “**Exhibit 4**”).

20 21. The Club specifically mandated that dancers’ performances include a personal thank
21 you, invitation to return to the Club, and a “goodbye.” Dancers were required to intercept patrons
22 who were leaving to the Club and “not let anybody [they] danced for get out the door without a final
23 thank you and smile.” Ex. 1 at Response to Interrogatory No. 2 and document RR0051.

1 22. The Club required dancers to be “attentive and intelligent, polished, polite, watchful,
2 prompt, thoughtful, devoted, sophisticated, friendly, and helpful.” Ex.1 at Response to Interrogatory
3 No. 2 and document RR0051-52

4 23. Dancers were not permitted to run tabs on dances and were not permitted to ask
5 patrons who paid with Dance Dollars to reimburse them for the 10% redemption fee mandated by
6 the Club. Ex. 1 at Response to Interrogatory No. 2 and document RR0053 at ¶¶ 13 and 16.

7 24. The Club assigned work shifts for each dancer. Ex. 1 at Response to Interrogatory
8 No. 5.

9 25. When a dancer auditioned for the Club, managers evaluated certain criteria to determine
10 which of the shifts she would be assigned, including how she could dance, perform, speak and interact
11 with people. Ex. 4 at 15:17-23

12 26. Dancers who remained at the Club after their scheduled shift had ended would be
13 notified by the Club’s house-mom that they needed to leave. Ex. 4 19:11-20.

14 27. The Club’s managers interacted with dancers regularly, both during and prior to a
15 dancer’s shift. Managers called and texted dancers to come into work when large groups of patrons
16 were scheduled to visit the Club. Ex. 4 at 11:21-12:2; 12:15-24.

17 28. The Club made final decisions concerning music played for dancers’ performances
18 to ensure that the format and genre was in accordance with the Club’s desired image. Ex. 1 at
19 Response to Interrogatory No. 7; Depo of Lamar, attached hereto in relevant portion as “**Exhibit 5**,”
20 at 37:8-38:8 (DJ and management did not allow dancers to choose songs).

21 **IV. DEFENDANT’S STATEMENTS OF FACT DISPUTED BY PLAINTIFFS**

22 1. Regarding Defendant’s SOF 7, Plaintiffs dispute that Defendant did not instruct them
23 how to dance or what style of dance they could perform. Depo. of Allen, attached hereto in relevant
24 portion as “**Exhibit 6**,” at p. 74; 100:2-8 (subject to discipline for manner of dance); Depo. of Park
25
26
27
28

1 attached hereto in relevant portion as “**Exhibit 7,**” at 49:1-50:6 (constant monitoring of dancing;
2 reprimanded on occasion); Depo. of Shepard attached hereto in relevant portion as “**Exhibit 8,**” at
3 51:12-52:4 (denied by manager to do stage dances); *id.* at 54:25-56:6 (stage performance heavily
4 dictated; DJ enforced compliance over PA system); Depo. of Franklin attached hereto in relevant
5 portion as “**Exhibit 9,**” at 40:1-23 (had to be on stage “at your time and only your time” and to
6 request otherwise could be denied); *id.* at 64:14-66:21 (2 stage rotations for 4 songs, subject to tip
7 outs or fines).
8

9 2. Regarding Defendant’s SOF 8, Plaintiffs dispute they could choose their outfits and
10 look. *See* Depo. of Allen at pp. 71-72 (outfits, generally); *id.* at 78 (high heels required); *id.* at 81
11 (hair and make-up dictated); Depo of Park at 33:9-35:21 (outfits, generally; had to be pre-approved
12 by house mom); *id.* at 41:7-15; Depo of Shepard at 41:12-42:12 and 42:23-44:23 (house mom and
13 managers/hosts enforced dress code unrelated to legal requirements); *id.* at 88:5-89:14.
14

15 3. Plaintiffs dispute that they did not have to work a certain amount of days. *See* Depo.
16 of Franklin at 19:19-20:18 (minimum 3 days a week in order to have a locker).
17

18 4. Regarding Defendant’s SOF 10, Plaintiffs dispute they did not have a minimum
19 number dances, quota of dances or time in VIP. *See* Depo. of Shepard at 61:12-62:13; and Depo. of
20 Strelkova, attached hereto in relevant portion as “**Exhibit 10,**” at 52:3-7; *id.* at 24:11-16 and 77:20-
21 78:2 (one of duties was to sell alcohol in VIP, for which they received stage fee credit).
22

23 5. Regarding Defendant’s SOF 11, Plaintiffs dispute they could choose to approach any
24 number of patrons and how long they would talk to patrons. *See* Depo. of Allen at 100:5-16 (could
25 not wait for or approach patrons at VIP bar); Depo. of Park 44:22-46:6 (told by manager to move
26 along if no sale within 10 minutes; areas of Club off limits); Depo. of Shepard at 65:15-21 (could
27 not decline VIP patron requests); *id.* at 111:9-112:3 (managers would block access to VIP patrons
28 or interject other dancers); Depo. of Lamar at 63:1-4 and 69:5-16 (managers prevented access to

1 high spending patrons or “back door” VIPs); Depo. of Franklin at 48:3-24 (assaulted and physically
2 shoved repeatedly out VIP by hosts as retaliation for not tipping); *id.* at 124:4-19 (knocked to ground
3 by host when trying to approach incoming guests); and Depo. of Strelkova 54:9-21 (received special
4 treatment/access to areas of Club that other girls prohibited from because she paid hosts/management
5 more of her tips).

6
7 6. Regarding Defendant’s SOF 12, Plaintiffs dispute that the Club did not have a
8 minimum amount of money they were required to earn. *See* Ex. 8 at 25:2-23 (had to make enough
9 to cover fees; could not continue to work with a negative balance).

10 7. Regarding Defendant’s SOF 13, Plaintiffs dispute that the Club did not track
11 payments by patrons to dancers. *See* Ex. 8 at 103:15-19 (hosts monitored money dancers receiving);
12 104:1-105:21 (managers monitored in relation to required tip-out); Ex. 5 at 41:19-42:5 (monitored
13 number of dances to know how much money dancers were making); and Ex. 9 at 59:2-21 (hosts
14 expected to be told amounts made in VIP to calculate tip out to them). Defendant undisputedly
15 monitored and tracked Dance Dollars issued to patrons and Dance Dollars redeemed by dancers
16 through its Club Trax software system.

17
18 8. Regarding Defendant’s SOF 15, Plaintiffs dispute they could leave prior to
19 performing for any amount of time or that they were not assessed fines by Defendant. *See* Ex. 8 at
20 31:23-32:16 (had mandatory tip-out/fine to leave early); *id.* at 38:16-39:14 (grounds for
21 termination); *id.* at 88:5-89:14; Ex. 5 at 60:6-21; and Ex. 9 at 50:19-51:8 (requests to leave early
22 repeatedly denied).

23
24 9. Regarding Defendant’s SOF 16, Plaintiffs dispute they did not have to pay mandatory
25 tip-outs or that the club did not assess them fines. *See* Ex. 6 at 99:9-23 (failure to tip out regarded as
26 grounds for termination); *id.* at 143:2-144:21 (tip-out and fee/fine assessed to exchange dance
27 dollars; VIP hosts would report failure to tip-out); Ex. 8 at 31:23-32:16 (host/manager); *id.* at 33:1-
28

1 34:11 (house mom); *id.* at 35:8-20 (tip-out required, not merely expected); *id.* at 38:16-39:14 (failure
2 to tip grounds for termination); *id.* at 53:1-2 (tips to DJ); *id.* at 63:6-64:25 (fined for missing stage
3 call when in VIP); *id.* at 69:20-71:3 (told she had to take care of hosts; hosts would ask for more
4 tips); *id.* at 88:5-89:14; *id.* at 104:1-105:21 (grounds for termination or retaliation); *id.* at 112:25-
5 116:5; Ex. 5 at 47:10-48:19 (20-30 percent required tip out); *id.* at 49:22-50:10 (hosts/managers
6 would tell dancers to give tips to them and retaliated if dancer refused); *id.* at 51:14-52:25; Ex. 9 at
7 48:3-24 (“expected” only in that if she did not, she was threatened, assaulted and battered by hosts
8 as retaliation for not tipping); *id.* at 83:9-23 (tipping “expected,” meaning you would be black-balled
9 and fired if you didn’t tip); *id.* at 89:1-90:1 (missed stage penalty showed up as same \$40 charge as
10 off-stage (prepaid), but on the next day).
11

12
13 10. Regarding Defendant’s SOF 18, Plaintiffs dispute they could take breaks whenever
14 they wanted, wherever they wanted, for however long they wanted. *See* Ex. 7 at 46:16-47:15
15 (limitation on time; denied break by manager); Ex. 8 at 40:18-41:4 (breaks cut short by managers);
16 *id.* at 62:14-63:5 (break area and time limitations enforced by managers); Ex. 5 at 39:9-16
17 (limitations due to stage rotation requirements); *id.* at 60:2-21; *id.* at 63:8-23 (missed stage fees
18 assessed by DJ); and Ex. 10 at 55:6-11 (not if in VIP).
19

20 11. Regarding Defendant’s SOF 21, Plaintiffs dispute they negotiated or could negotiate
21 directly with patrons for payment of dances and that dancers would collect payments directly from
22 patrons. *See* Ex. 6 at pp. 86-87; Ex. 7 at 39:5-14; *id.* at 40:13-20; Ex. 5 at 45:12-21 (by “negotiate
23 higher amount,” Plaintiff meant request a non-mandatory tip from patron after dance); *id.* at 21:4-
24 16 (VIP hosts paid directly); and Ex. 9 at 32:6-34:12 (pricing enforced by management and
25 negotiation prohibited by paperwork when hired).
26

27 12. Regarding Defendant’s SOF 22, Plaintiffs dispute they could refuse to be paid in
28 dance dollars. *See* Ex. 6 at 142:22-143:13 (reprimanded for not accepting dance dollars); Ex. 5 at

1 46:17-47:9 (refusal meant not getting paid at all); Ex. 9 at 39:9-25 (same); *id.* at 79:3-80:21 (dancers
2 could not use their PayPal or Square readers to run patrons' credit cards); and Ex. 10 at 59:8-60:13.

3 **V. ARGUMENT**

4 Defendant requires that dancers sign an "Entertainer Agreement," which purports to
5 characterize dancers as licensees or tenants who must pay to rent space in the club to conduct their
6 own allegedly independent business with their "clients" (the Club's patrons). This characterization
7 is unsupported in law and fact. *See, e.g., Reich v. Circle C. Investments, Inc.*, 998 F.2d 324, 329 (5th
8 Cir. 1993) ("We reject the defendants' creative argument that the dancers are mere tenants who rent
9 stages, lights, dressing rooms, and music from [the club]"). While Defendant stresses throughout its
10 motion that the dancers accepted and consented to being independent contractors and that each acted
11 in accordance therewith, Plaintiffs did not and do not know the legal differences between employee
12 and independent contractor status. *See e.g.,* Depo. of Strelkova at 17:19-18:19; Depo. of Franklin at
13 16:21-17:25. Even if they were legal scholars, agreements to waive rights under the MWA are void.
14 And even if they were not void, the presence or absence of such an agreement is not a criterion under
15 NRS 608.0155 or any other test determining a worker's legal status. Assuming the applicability of
16 NRS 608.0155, Defendant has failed to meet the slightest doubt standard of *Wood* as to those factors.

17 **A. The requirements of NRS 608.0155 are not met by Defendant for purposes of** 18 **summary judgment because the contract of Defendant did not require the requisite** 19 **licensing.**

20 An individual is an independent contractor under NRS 608.0155 only if they are "required
21 by the contract with the principal to hold any necessary state business registration or local business
22 license and to maintain any necessary occupational license, insurance or bonding." NRS
23 608.0155(1)(b). If dancers were providing their services to the Club as independent contractors then
24 they would be required by law to obtain a state business registration. *See* NRS 76.100(1) ("[a] person
25 shall not conduct a business in this State unless and until the person obtains a state business
26
27
28

1 registration.”). If dancers were leasing space in the Club to engage in their own erotic dance business,
2 then each individual dancer also would have to be licensed as an erotic dance establishment. *See* Las
3 Vegas Municipal Code 6.35.040 and the Clark County Code 6.160.040 (both classifying a business
4 as an erotic dance establishment “when one or more dancers displays or exposes, with less than a
5 full opaque covering, that portion of the female breast lower than the upper edge of the areola”).
6

7 The requisite showing under NRS 608.0155(1)(b) is not met here because the Entertainer
8 Agreement (the contract between the parties) - which contains a robust integration clause - does not
9 require dancers to hold both (1) “any necessary state business registration or local business license”
10 and (2) “to maintain any necessary occupational license, insurance or bonding.” In fact, the contract
11 requires neither. There also is no evidence either that any dancer held a license to operate an erotic
12 dance establishment. Because NRS 608.0155(1)(b) is not met, the statute’s independent contractor
13 inquiry is at an end and the Court would move on, as instructed by NRS 608.0155(2), to determine
14 that the dancers are the Club’s employees under MWA’s economic realities test.
15

16 **B. The requirements of NRS 608.0155 are not met by Defendant for purposes of**
17 **summary judgment because Defendant has not presented undisputed evidence that**
18 **would be admissible at trial that Dancers meet three of the remaining five criteria.**

19 Looking, as an academic exercise, to the other criteria in NRS 608.0155 for independent
20 contractor status, it also is clear the Club has not met its burden of satisfying the requisite three out
21 of the five criteria or “sub-factors” listed in NRS 608.0155(1)(c). The only factor that would be met
22 (if there were the requisite contract to perform work) is section (c)(3) (dancers not required to work
23 exclusively for one principal).
24

25 The first sub-factor asks whether the putative contractor has “control and discretion over the
26 means and manner of the performance of any work and the result of the work, rather than the means
27 or manner by which the work is performed, is the primary element bargained for by the principal in
28 the contract.” NRS 608.0155(1)(c)(1). The Club’s self-interested disclaimer of control is

1 unconvincing. The Club exerts significant control over its dancers while they are on the job by, for
2 example, enforcing guidelines and rules by assessing fines against dancers and/or firing them
3 (Plaintiffs' SOF 2), setting up one or more stages and implementing a rotation system whereby
4 dancers would be called up to perform on stage (Plaintiffs' SOF 12) and establishing and controlling
5 access to a designated "VIP" room (Plaintiffs' SOF 15). Dancers could not go in other various areas
6 of the Club unless they possessed a favored status with management. *See* Ex. 9 at 37:14-38:5.

8 Defendant instructed Plaintiffs how to dance and enforced requirements over the style of
9 dance they could perform. Ex. 6 at p. 74; 100:2-8 (subject to discipline for manner of dance); Ex. 7
10 at 49:1-50:6 (constant monitoring of dancing; reprimanded for noncompliance); Ex. 8 at 51:12-52:4
11 (request to do stage dances denied by manager); *id.* at 54:25-56:6 (stage performance heavily
12 dictated; DJ enforced compliance over PA system); Ex. 9 at 40:1-23 (stage dance requirements); *id.*
13 at 64:14-66:21 (stage dance rotation requirements). All dancers were required to attend an
14 orientation that reinforced these requirements. *See* Ex. 1 at RR0132. While Defendant can claim that
15 dancers are free to perform in whatever style they prefer, the Club requires dancers to remove all
16 clothing but a G-string on the first song on stage and to leave their clothing off for every song on
17 stage thereafter. Ex. 1 at Response to Interrogatory No. 2 and document RR0053 at ¶¶1 and 23. This
18 limits the style of dance to adult exotic dancing and prohibits by its terms other styles of dancing
19 more commonly performed (*e.g.*, ballet, line dancing, folk, jazz, ballroom or tap).

22 The second part of NRS 608.0155(1)(c)(1) requires that "the result of the work, rather than
23 the means or manner by which the work is performed, is the primary element bargained for by the
24 principal in the contract." Regardless of the extent of control, this sub-factor clearly cannot be met
25 because, according to the contract the Club drafted and made its dancers sign, the dancers do not
26 perform any work for the Club but merely lease space in which to perform their own independent
27 business (SOF 4). The primary element bargained for in the contract, as characterized by Defendant,
28

1 could not be dancing and could not be making money from dancing. *See* Defendant's SOF 10 and
2 12 (contract didn't require number or quota of dances to be performed or money to be earned).
3 Plaintiffs, per Defendant, could perform zero dances if they wished to, and they could perform zero
4 lap dances, stage dances or VIP dances if they preferred—they could simply pay to come in the Club
5 and lounge about.¹
6

7 The second sub-factor asks whether "the person has control over the time the work is
8 performed." NRS 608.0155(1)(c)(2). This sub-factor cannot be met because dancers perform no
9 work for the Club and, in any event, this provision expressly states it does not apply "if the work
10 contracted for is entertainment." NRS 608.0155(1)(c)(2). Even if the Club had contracted with its
11 dancers to provide dancing services, section (c)(2) in that case simply would not apply.
12

13 Assuming, *arguendo*, the section applies, the Club controls the time the work is performed,
14 including the length of time for which dances were performed patrons. *See* Depo of Lamar 38:9-15;
15 40:23-41:6 (\$20 per lap dance pricing set by Club was for the length of one song and could not begin
16 or end mid-song). Time for dances to be performed by Dancers in order to receive \$100 was similarly
17 measured (the length of 3 songs), and time in VIP was measured in 30 minute increments. Patrons
18 knew of VIP pricing as related to time allotments specifically because it was explained to them by
19 the host at the VIP podium, not by the dancers. Ex. 4, at p. 30. Time spent in VIP rooms by dancers
20 was admittedly tracked by the Club, and performances were stopped by managers based upon the
21 time allotment. Ex. 4 at 47:20-21.
22
23
24
25

26 ¹ To be clear, the Club makes money from the sale of liquor, food, tobacco and entrance fees of patrons who come to
27 the strip club to see dancers. *See* Ex. 4 at 66 ("A. Well, when the guys come in and purchase alcohol, food, retail, tobacco,
28 the money's all made on alcohol, food and beverage. Q. How does that relate to the entertainer, though? Does it relate
to the entertainer's work? A. To her work? No, no. No. The more they go to VIP, the more the drinks are, the more
money the club makes. The more people in the building, the more money the club makes."). This is of course in addition
to the monies extracted from dancers.

1 The fourth sub-factor asks whether the dancers are “free to hire employees to assist with the
2 work.” NRS 608.0155(1)(c)(4). The Entertainer Agreement the Club made each dancer sign, which
3 contains a robust integration clause, clearly states that dancers “may not assign or delegate any of
4 his or her rights of [sic] obligations hereunder without first obtaining the prior written consent of
5 The Crazy Horse III.” (SOF 4). While Defendant makes much of Plaintiffs utilizing professional
6 hairstylists or manicurists on their own time and away from the Club, Plaintiffs ostensibly utilized
7 such services to maintain their appearances, not to dance better. The evidence suggests Plaintiffs
8 had their hair and nails professionally before and after working at the Club, and there is no evidence
9 that they had these services done solely or specifically because of their dancing careers. Hairstylists
10 and manicurists do not “assist with the work” of dancing anymore than they “assist with the work”
11 of stay at home moms or attorneys. If a dancer desired someone to assist her with the work of
12 dancing, such as a dance partner, that person would have to be granted access to the Club by
13 management, obtain the requisite licenses, audition and abide by the Club’s rules as well. *See* Ex. 9
14 at 71:20-72:7 (could not bring someone to help her with hair or make-up inside of the Club).

15 The fifth sub-factor asks whether the dancers contribute “a substantial investment of capital
16 in the business of the person.” NRS 608.0155(1)(c)(5). Here, it is undisputed that dancers are
17 required to make no capital investment in the Club facilities, rent, advertising, maintenance, food,
18 beverage, other inventory or staffing efforts (all of which is provided by the Club) (Plaintiffs’ SOF
19 5). As the Nevada Supreme Court has noted, it is facially implausible to suggest that the amount of
20 money a dancer must spend on skimpy costumes and makeup could ever amount to a substantial
21 investment of capital or otherwise indicate that dancers are independent entrepreneurs. *See Terry*,
22 336 P.3d at 959 (noting “performers’ financial contributions are limited to . . . their costume and
23 appearance-related expenses and house fees” and thus “are far more closely akin to wage earners
24 toiling for a living, than to independent entrepreneurs seeking a return on their risky capital
25
26
27
28

1 investments”) (*quoting Reich v. Circle C. Invs., Inc.*, 998 F.2d 324, 328 (5th Cir.1993)). Dancers,
2 because they were not required to exclusively perform at one club, accumulated outfits and make-
3 up, and for dancers such as Ms. Franklin, little to nothing was spent on these items for her work at
4 Crazy Horse III. Ex. 9 at 71:10-22.

5
6 Contrary to the Club’s assertion, dancers could not bring into the Club their own base of
7 customers. *See* Depo. of Lamar 69:17-19. This is because the Club required patrons to pay an
8 entrance fee, purchase dance dollars if the patron did not have cash, and check-in with security
9 before entering the premises. None therefore invested in cultivating a customer base or expended
10 money in maintaining such.

11
12 The investment of Dancers in “obtaining of... other permission from the principal to access
13 any work space of the principal” and/or the “[l]ease of any work space from the principal,” according
14 to Defendant’s own representations, was marginal because Plaintiffs could access the Club during
15 times for which no stage fee was levied or a reduced fee was charged. While Plaintiffs dispute that
16 they didn’t have to pay stage fees and fines as a condition of work, for purposes of this motion,
17 Defendant has denied the amount was substantial. The lease of work space also includes “the lease
18 of ordinary tools, materials and equipment” because the work space contained the staging, poles,
19 lighting equipment and sound equipment utilized by Plaintiffs in dancing.

20
21 **C. Defendant is Not Entitled to Summary Judgment in Its Favor on Plaintiffs’ Claim**
22 **for Unjust Enrichment**

23 Plaintiffs have been unequivocal that Defendant unjustly retained stage fees, fines, penalties,
24 and mandatory tip-outs. That Defendant retained a percentage of tips received by dancers in the form
25 of Dance Dollars pursuant to a redemption fee is undisputed. Contrary to Defendant’s assertions,
26 Plaintiffs have maintained that the Club’s tip-out policy was mandatory and not optional. During
27 Lily Shepard’s deposition, she made such clear:

28 Q. Okay. Were you required to tip managers?

1 A. You were required to tip everyone from the house mom, anyone,
2 anyone that had a part in your -- the DJ, the house mom, a manager. If
3 you made money in VIP, a VIP host. If you made money on the floor, a
4 floor host, the valet.

5 ...
6 Q. Do you recall paying a tip to the DJ?

7 A. Yeah, I always tipped the DJ also because the DJ is one of the people
8 that signs your slip. So it's the trifecta of people you have to keep happy
9 to have everyone sign and so you can go. If one person doesn't, then you
10 can't go and there's a problem.

11 ...
12 A. They were there were times when my tips were small, but I would
13 always have to say, "Hey, I had a bad night. Next time." You have to
14 kind of preface it by -- you can't just give \$10 or something like that.
15 You would have to say, "You know, my night wasn't good. I got you
16 next time."

17 Q. Who told you you had to give them an explanation for the amount of
18 tips?

19 A. No one told me, but it was understood. It was said nonverbally. There
20 would be a definite look, body language and tone, that said, "This is not
21 enough. Why are you giving me this amount?"

22 This account is supported by other Plaintiffs. *See* Ex. 6 at 99:9-23 (failure to tip out regarded
23 as grounds for termination); *id.* at 143:2-144:21 (tip-out and fee/fine assessed to exchange dance
24 dollars; VIP hosts would report failure to tip-out); Ex. 8 at 31:23-32:16 (required for host/manager);
25 *id.* at 33:1-34:11 (required for house mom); *id.* at 35:8-20 (tip-out required, not merely expected);
26 *id.* at 38:16-39:14 (failure to tip grounds for termination); *id.* at 53:1-2 (tips to DJ required); *id.* at
27 63:6-64:25 (fined for missing stage call when in VIP); *id.* at 69:20-71:3 (told she had to take care of
28 hosts; hosts would ask for more tips); *id.* at 88:5-89:14; *id.* at 104:1-105:21 (not tipping grounds for
termination or retaliation); *id.* at 112:25-116:5; Ex. 5 at 47:10-48:19 (20-30 percent required tip out);
id. at 49:22-50:10 (hosts/managers told dancers to give tips to them and retaliated if dancer refused);
id. at 51:14-52:25; and Ex. 9 at 89:1-90:1 (missed stage penalty showed up as same \$40 charge as
the prepaid off-stage, but on the next day).

1 Defendant attempted, repeatedly, to have Plaintiffs alter their testimony or confuse them as
2 to whether they truly meant "required" or "expected." As just one example, Plaintiff Lamar
3 continually testified that the tip outs were required:
4

5 Q. Okay. All right. Did Crazy Horse require you to tip anyone?

6 A. Yes.

7 Q. Who?

8 A. The host and management.

9 ...

10 Q. Okay. So when you say it was required to tip hosts and management,
11 would that be one host?

12 A. No.

13 Q. So explain to me what you believed to be the required tips.

14 A. It was expected to give 20 to 30 percent

15 ...

16 Q. Okay. What about main floor hosts, were you required to tip them?

17 A. Yes.

18 Q. Who required that?

19 A. They did.

20 Q. So is that -- okay. So when I say required, was that in rules from Crazy
21 Horse?

22 A. No.

23 Q. Was that an agreement between you and the individual host?

24 A. No. They made it that way.

25 ...

26 Q. Okay. So you mentioned a 20 to 30 percent tip to a VIP host; is that
27 correct?

28 A. Yes.

Q. And was that required, or was that expected?

MS. CALVERT: Objection. Argumentative.

THE WITNESS: Uh, both.

Q. (BY MS. SMITH) What do you mean by both?

A. It was -- it was expected of us to do that, and I would say it was
required. Because if we did not, then things would not be good for us to
work there.

Q. And what do you mean by that?

A. They would make it almost impossible to make money.

...

Q. Okay. So you said that hosts expected a tip; correct?

A. Yes.

Q. Management expected a tip; correct?

A. Yes.

Q. And VIP hosts; correct?

A. Yes.

Q. And the explanation you just provided for the VIP host tipping, is that
the same for management, that it was not required but expected?

1 MS. CALVERT: Objection. Misstates prior testimony.

2 THE WITNESS: It was required by them too.

3 Q. (BY MS. SMITH) Okay. What do you mean by it was required by
4 management?

5 A. If I did not tip them, they would make it almost impossible to make
6 money.

7 Q. And how would they do that?

8 A. They would have a lot of guests, especially if they knew they had
9 money or were going to spend a lot of money, come in the back entrance.
10 And they would bring other entertainers back there before the guests
11 arrived so that there was no chance for me to get there at all.

12 Q. Were you ever taken to these other back entrance guests?

13 A. No.

14 Q. And why is that?

15 MS. CALVERT: Objection. Calls for speculation.

16 Q. (BY MS. SMITH) Why do you think that is?

17 A. Because I was not sleeping with or dating any hosts or management,
18 and some girls were tipping them more than I was.

19 Q. Okay. Was there a required amount you were supposed to tip a host?
20 A main floor host.

21 A. Uh, just 20 to 30 percent, if he connected me to someone to make
22 money.

23 Q. So it was the same for VIP hosts -- VIP area hosts and main floor hosts?

24 A. Yes.

25 Q. Okay. What about management?

26 A. Yes.

27 Q. That 20 to 30 percent?

28 A. Yes.

Q. What about anyone else at Crazy Horse?

A. Are you asking was it mandatory to tip them?

Q. Yes.

A. Uh, yes.

Q. Who else?

A. The DJ and the house mom.

Q. How much did you have to tip the DJ, or how much was mandatory?

A. Oh, and valet. Um, about ten to \$20.

Q. What would happen if you didn't?

A. He would put me on stage a lot the next shift that I worked so that it
would be hard to be able to make money.

...

Q. Okay. Did anyone tell you that giving the DJ a tip was a rule?

A. The house mom did.

...

Q. So is tipping the house mom mandatory?

A. Yes.

Q. Who enforced that?

A. She did and management.

...

1 Q. And I mean -- so when she would -- would she come up to you and
2 request a tip?

A. No.

3 Q. How would she obtain the ten to \$15 then?

4 A. At the end of the shift, when we had to get the sheet of paper that I
referred to earlier from her --

5 Q. Uh-huh.

A. -- she would be the first signature --

6 Q. Okay.

A. -- and --

7 Q. And then would -- I mean, would you volunteer the ten to \$15, or would
8 she ask for it?

A. She would ask for it.

9 Q. And did you ever refuse that?

A. Yes.

10 Q. And what would occur?

11 A. Uh, it was let me be known the next time I worked by management that
if I did not tip her, that my shift would be changed or I would no longer
12 be able to work there.

13 Q. Did a specific manager tell you that?

A. Uh, yes.

14 . . .

Q. What do you mean when you said being treated like an employee?

A. Such as certain rules being in place.

15 Q. Which rules?

16 A. We're not allowed to wear glitter, no body oil, no chewing gum, no
using cell phones around guests. Um, the main one being required to stay
17 six hours, being forced to tip many people, hosts, management, the house
mom, the DJ, valet.

18 Q. Okay. And again, when you say forced to tip -- I'm just trying to
clarify exactly what you thought the rules were, versus what you just saw
19 being done.

A. It --

20 MS. CALVERT: Objection. There's no question pending.

21 Q. (BY MS. SMITH) Well, can you describe to me what you perceived
the rules with tipping to be, versus what you saw being done?

22 MS. CALVERT: Objection. Asked and answered.

23 THE WITNESS: It -- it was a rule to tip, even though it was not written.
It was not -- I should say that. It wasn't a rule that was written down in the
24 guidelines, but it was a rule.

25 Depo. of Lamar at pp. 47-48, 51-58, 66, and 77-78. The testimony of Plaintiff Franklin, at whom
26 hosts and managers directed physical enforcement of the requirement, was the most concerning.

27 Q. When you say "threatened," what do you mean?

28 A. He followed me to the dressing room, cornered me, and demanded a
20 percent tip out from me because the client who I took to the VIP room,

1 he said was a regular of his and would call him when he came into town.
2 And by me taking him to the VIP room, he didn't get to put, I guess, his
3 girls on that client. And so he said I was taking money out of his pocket
so I owed him 20 percent.

Q. Did you report that?

A. I did mention that to Kewan. Nothing was done about it.

Q. How do you know that?

A. Because other girls would make the same complaints about him,
chasing them down and shaking them down for tips.

7 Depo. of Franklin at 106:6-18. This was not the only incident, and the confrontations over required
8 tip-outs escalated. *See* Depo. of Franklin at 48:3-24 (“expected” only in that if she did not, she was
9 threatened, assaulted and physically shoved repeatedly out VIP by hosts as retaliation for not
10 tipping); *id.* at 83:9-23 (tipping “expected,” meaning you would be black-balled and fired if you
11 didn’t tip); *id.* at 124:4-19 (knocked to ground by host when trying to approach incoming guests).

12
13 As to the amount by which Defendant has been unjustly enriched, Defendant moved to
14 compel responses to interrogatories and requests for production of documents related to the amount
15 of tips received by Plaintiffs from patrons and the amount of tips Plaintiffs gave to Defendant.
16 Plaintiff will be amending their discovery responses by July 22, 2017, in accordance with the
17 Discovery Commissioner’s recommendation.

18 **V. CONCLUSION**

19
20 The Club’s owners have made a lot of money off dancers by treating them as independent
21 businesswomen who “choose” to rent space in its facility, which just happens to be set up and heavily
22 marketed as a strip club. It is a lucrative business model, but it is illegal and it is exploitative. For
23 the reasons herein above, Plaintiffs Respectfully Request this Honorable Court Deny Defendant’s
24 Motion for Summary Judgment.

25 DATED this 7th day of July, 2017.

26 **MORRIS ANDERSON**

27 By: /s/ Lauren Calvert

28 **LAUREN CALVERT, ESQ.**

Nevada Bar No.: 10534

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☒ Electronic Service – By serving a copy thereof through the Court’s electronic service system; and/or

☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or

☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service.

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EXHIBIT “1”

1 **ANS**

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

3 Nevada Bar No. 6220

4 **MORAN BRANDON BENDAVID MORAN**

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6 Las Vegas, Nevada 89101

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8 **GREGORY J. KAMER, ESQ.**

9 Nevada Bar No. 0270

10 **KAITLIN H. ZIEGLER, ESQ.**

11 Nevada Bar No. 013625

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

17 **DISTRICT COURT**
18 **CLARK COUNTY, NEVADA**

19 JACQUELINE FRANKLIN, ASHLEIGH)

20 PARK, LILY SHEPARD, STACIE ALLEN,)

21 MICHAELA DIVINE, VERONICA VAN)

22 WOODSEN, SAMANTHA JONES,)

23 KARINA STRELKOVA, LASHONDA,)

24 STEWART, DANIELLE LAMAR, and)

25 DIRUBIN TAMAYO, individually,)

26 and on behalf of a class of similarly)

27 situated individuals,)

28 Plaintiffs,)

vs.)

RUSSELL ROAD FOOD AND)

BEVERAGE, LLC, a Nevada limited)

Liability company (d/b/a CRAZY)

HORSE III GENTLEMEN'S CLUB),)

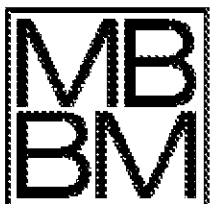
DOE CLUB OWNER, I-X,)

ROE CLUB OWNER, I-X, and)

ROE EMPLOYER, I-X,)

Defendants.)

AND RELATED COUNTERCLAIMS)



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
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PHONE: (702) 384-8424
FAX: (702) 384-8568

1 **DEFENDANT, RUSSELL ROAD FOOD AND BEVERAGE, LLC'S ANSWERS AND**
2 **OBJECTIONS TO PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSIONS**

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

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

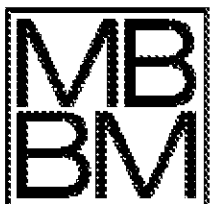
7 COMES NOW, Defendant, RUSSELL ROAD FOOD AND BEVERAGE, LLC, a
8 Nevada limited liability, dba CRAZY HORSE III GENTLEMEN'S CLUB (the
9 "Defendant"), by and through its attorneys of record, JEFFERY A. BENDAVID, ESQ., of
10 MORAN BRANDON BENDAVID MORAN, GREGORY J. KAMER, ESQ., and
11 KAITLIN H. ZIELGER, ESQ., of KAMER ZUCKER ABBOTT, and hereby submits
12 pursuant to N.R.C.P. 36, DEFENDANT'S ANSWERS AND OBJECTIONS TO
13 PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSIONS.
14

15 **GENERAL OBJECTIONS**

16
17 1. Defendant objects to the instructions and definitions accompanying
18 Plaintiff's Requests for Admission to the extent they seek to expand or modify Defendant's
19 obligations under the Nevada Rules of Civil Procedure.

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

25 3. Defendant objects to Plaintiff's definition of and instructions regarding the
26 terms "You" and "Your" as it pertains to the pursuit of information concerning the owners
27 and principals of Defendant, who are not named Defendants in this matter and as a matter of
28



MORAN BRANDON
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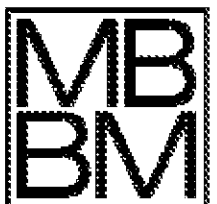
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1 Nevada law cannot be liable to Plaintiff for the claims asserted by Plaintiff in Plaintiff's
2 Complaint against Defendant.

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

10 5. Defendant objects to the Requests for Admission to the extent they seek
11 information protected, privileged, or otherwise exempt from discovery pursuant to
12 applicable state statutes, the Nevada Rules of Civil Procedure, or any other applicable rule,
13 decision, or law. Specifically and without limitation, Defendant objects to the disclosure of
14 any information protected by the attorney-client privilege, work product doctrine,
15 consulting-only expert privilege, trade secret privilege, or any other applicable privilege,
16 doctrine, or exemption that would make the information immune or exempt from discovery.
17 Nothing contained in these objections is intended to be nor should be considered a waiver of
18 the attorney-client privilege, the work product doctrine, consulting-only expert privilege,
19 trade secret privilege, or any other applicable privilege or doctrine, and to the extent that any
20 Request for Admission may be construed as calling for disclosure of information and the
21 identity of documents protected by such privileges or doctrines, a continuing objection to
22 each and every Request for Admission is hereby made.
23
24
25

26 6. Defendant objects to the Requests for Admission to the extent they are
27 irrelevant, immaterial, not reasonably calculated to lead to the discovery of relevant and
28



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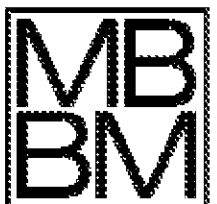
1 admissible evidence, and are unduly burdensome and oppressive because they seek
2 information on matters unrelated to the subject matter of the present lawsuit.

3 7. Defendant objects to the Requests for Admission to the extent they seek
4 information available from public sources and, as such, subject Defendant to undue burden
5 and oppression.
6

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

11 9. Defendant objects to the phrase "relevant time period," to the extent that
12 Plaintiff's pursuit of information within the time period of November 4, 2010 to present as
13 specified in Plaintiff's Definition. Specifically, Defendant objects to the Requests for
14 Admission to the extent they seek an admission of fact occurring outside the two (2) year
15 statute of limitation prescribed by NRS 608.260, which the Court previously has deemed
16 applicable in its Order filed on June 25, 2015. Defendant's Response to Plaintiff's Requests
17 for Admission shall only pertain to those facts, events, actions, instances, times, and dates
18 occurring within the prescribed two (2) year statute of limitation.
19

20 10. Defendant objects, as irrelevant, to the Requests for Admission to the extent
21 that Plaintiff seeks an admission from Defendant on behalf of those similarly situated as
22 Plaintiff's Third Amended Complaint fails to make a prima facie showing in her Third
23 Amended Complaint of the prerequisites of N.R.C.P. 23, and therefore has failed to meet her
24 initial burden to demonstrate that the discovery sought are likely to produce persuasive
25 information substantiating her class action allegations.
26



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1 11. Defendant objects to Plaintiff's Requests for Admission to the extent that
2 Plaintiff seeks an admission that would invade the privacy of any individual or entity not a
3 party to this action.

4 **ANSWERS AND OBJECTIONS TO SPECIFIC REQUESTS**

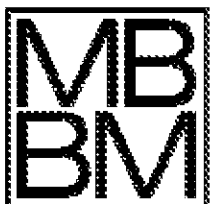
5 **REQUEST NO. 1:**

6 At no time during the relevant time period did You pay any wages or other form of
7 compensation to Dancers at Crazy Horse.

8 **ANSWER TO REQUEST NO. 1:**

9 Defendant objects to this Request as this Request calls for an admission of
10 crucial facts central to Plaintiff's lawsuit and calls for legal concessions that remain in
11 dispute and are contrary to the purpose of N.R.C.P. 36. *See Morgan v. Demille*, 106
12 Nev. 671, 675-76, 799 P.2d 561, 564 (1990) (superseded by court rule on other grounds
13 as recognized by RTTC Communications v. Saratoga Flier, 121 Nev. 34, 42 n.20, 110
14 P.3d 24, 29 n.20 (2005)). *See also*, *Smith v. Emery*, 109 Nev. 737, 742-43, 856 P.2d
15 1386, 1389-90 (1993) (Requests involving issues of law are objectionable). Plaintiff's
16 Request by demanding an admission as to whether Defendant paid Plaintiff "any
17 wages or other form of compensation" requires that Defendant, in fact, make an
18 admission of fact as to whether it paid or did not pay Plaintiff "wages" owed an
19 employee under Nevada law. In addition, demanding such an admission implies that
20 Plaintiff was an employee of Defendant entitled to be paid wages by Defendant and
21 that Defendant owed Plaintiff such wages for work performed as an employee.

22 Whether Plaintiff is an employee of Defendant owed wages under Nevada law is
23 a question of fact central to Plaintiff's Complaint against Defendant and remains in
24



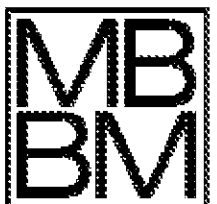
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1 dispute. Further, whether Plaintiff was an employee owed wages under Nevada law
2 remains an unresolved issue of law. As such, Plaintiff's Request for Admission is
3 improper a matter of Nevada law as it seeks an admission from Defendant of a
4 disputed fact and outstanding issue of law.
5

6 Defendant further objects to this Request as overbroad since Plaintiff's
7 Requests seeks an admission from Defendant concerning events that occurred beyond
8 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
9 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
10 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
11 NRS 608.260. See Order Granting in Part and Denying Part Defendant's Motion to
12 Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and
13 Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4,
14 2014. However, Plaintiff's Requests seeks an admission from Defendant at any time
15 during the relevant time period, which Plaintiff defines as commencing on November
16 4, 2010. Plaintiff's Request is far outside the prescribed two (2) year statute of
17 limitation. As such, Plaintiff's Request is overbroad to the extent Plaintiff's Requests
18 seeks an admission of fact concerning alleged events beginning on November 4, 2010,
19 which is beyond the applicable two (2) year statute of limitation.
20
21

22 Defendant further objects to this Request as irrelevant to the extent that
23 Plaintiff's Request seeks an admission of fact from Defendant outside the applicable
24 two (2) year statute of limitation. As already stated above, Plaintiff's Requests seeks
25 an admission from Defendant commencing from November 4, 2010, which is well
26 beyond the parameters of the applicable two (2) year statute of limitation. As such any
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1 events or actions taken or not taken by Defendant outside the applicable two (2) year
2 statute of limitation is irrelevant as such an admission or denial by Defendant could
3 not lead to the discovery of actual, admissible evidence.

4 Without waiving the above objections, Deny.

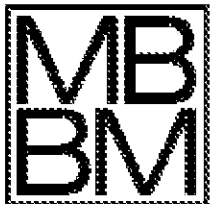
5 **REQUEST NO. 2:**

6
7 At no time during the relevant time period did You include any money received by
8 dancers from Crazy Horse patrons in your gross receipts.

9 **ANSWER TO REQUEST NO. 2:**

10 Defendant objects to this Request as irrelevant since an admission or denial of
11 whether Defendant included any money received by dancers from Crazy Horse
12 patrons in its gross receipts reasonably cannot lead to the discovery of actual
13 admissible evidence as to Plaintiff's claims for relief. Plaintiff's Third Amended
14 Complaint only alleges that Plaintiff was an employee of Defendant who worked as an
15 erotic dancer at Defendant's Crazy Horse III club. *See generally*, Third Amended
16 Complaint. As a result of this allegation, Plaintiff asserts that Defendant is entitled to
17 unpaid wages as prescribed by Nevada's Minimum Wage Amendment. *See Id.*

18
19 An admission as to whether Defendant did or did not include any moneys
20 received by dancers from Crazy Horse patrons in its gross receipts cannot in any way
21 operate to establish whether Plaintiff was an employee of Defendant under Nevada law
22 or whether Defendant failed to pay Plaintiff Nevada's Minimum Wage as required by
23 Nevada's Minimum Wage Amendment, which in truth, are disputed facts central to
24 Plaintiff's claims. As such, Plaintiff's Request for Admission is irrelevant as the



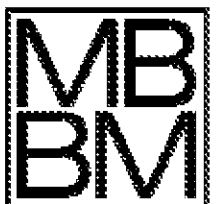
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1 admission or denial of this Request by Defendant cannot lead to the discovery of actual
2 admissible evidence demonstrating Plaintiff's allegations and claims for relief.

3 Defendant further objects to this Request as this Request calls for an admission
4 of crucial facts central to Plaintiff's lawsuit and legal concessions that are contrary to
5 the purpose of N.R.C.P. 36 and remain in dispute. *See Morgan v. Demille*, 106 Nev.
6 671, 675-76, 799 P.2d 561, 564 (1990) (superseded by court rule on other grounds as
7 recognized by RTTC Communications v. Saratoga Flier, 121 Nev. 34, 42 n.20, 110 P.3d
8 24, 29 n.20 (2005)). *See also*, Smith v. Emery, 109 Nev. 737, 742-43, 856 P.2d 1386,
9 1389-90 (1993) (Requests involving issues of law are objectionable). Plaintiff's Request
10 by demanding an admission as to whether Defendant included "any money received"
11 by Plaintiff from patrons in Defendant's gross receipts requires that Defendant, in fact,
12 make an admission of fact as to whether it categorized such moneys as "wages" owed
13 an employee under Nevada law. Whether Plaintiff is an employee of Defendant owed
14 wages under Nevada law is a question of fact central to Plaintiff's Complaint against
15 Defendant and remains in dispute. Further, whether Plaintiff was an employee owed
16 wages under Nevada law remains an unresolved issue of law. As such, Plaintiff's
17 Request for Admission is improper a matter of Nevada law as it seeks an admission
18 from Defendant of a disputed fact central to Plaintiff's Complaint and outstanding
19 issue of law.

20 Defendant further objects to this Request as overbroad since Plaintiff's
21 Requests seeks an admission from Defendant concerning events that occurred beyond
22 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
23 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
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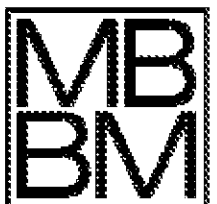
1 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
2 NRS 608.260. See Order Granting in Part and Denying Part Defendant's Motion to
3 Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and
4 Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4,
5 2014. However, Plaintiff's Requests seeks an admission from Defendant at any time
6 during the relevant time period, which Plaintiff defines as commencing on November
7 4, 2010. Plaintiff's Request is far outside the prescribed two (2) year statute of
8 limitation. As such, Plaintiff's Request is overbroad to the extent Plaintiff's Requests
9 seeks an admission of fact concerning alleged events beginning on November 4, 2010,
10 which is beyond the applicable two (2) year statute of limitation.
11

12
13 Defendant further objects to this Request as irrelevant to the extent that
14 Plaintiff's Request seeks an admission of fact from Defendant outside the applicable
15 two (2) year statute of limitation. As already stated above, Plaintiff's Requests seeks
16 an admission from Defendant commencing from November 4, 2010, which is well
17 beyond the parameters of the applicable two (2) year statute of limitation. As such any
18 events or actions taken or not taken by Defendant outside the applicable two (2) year
19 statute of limitation is irrelevant as such an admission or denial by Defendant could
20 not lead to the discovery of actual, admissible evidence.
21

22 Without waiving the above objections, Deny.
23

24 **REQUEST NO. 3:**

25 At no time during the relevant time period did You pay any taxes on money received
26 by dancers from Crazy Horse patrons.
27



28
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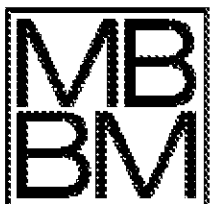
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1 **ANSWER TO REQUEST NO. 3:**

2 Defendant objects to this Request as irrelevant since an admission or denial of
3 whether Defendant paid taxes on any money received by dancers from Crazy Horse
4 patrons reasonably cannot lead to the discovery of actual admissible evidence as to
5 Plaintiff's claims for relief. Plaintiff's Third Amended Complaint only alleges that
6 Plaintiff was an employee of Defendant who worked as an erotic dancer at Defendant's
7 Crazy Horse III club. *See generally*, Third Amended Complaint. As a result of this
8 allegation, Plaintiff asserts that Defendant is entitled to unpaid wages as prescribed by
9 Nevada's Minimum Wage Amendment. *See Id.*

11 An admission as to whether Defendant did or did not pay taxes on any moneys
12 received by dancers from Crazy Horse patrons cannot in any way operate to establish
13 whether Plaintiff was an employee of Defendant under Nevada law or whether
14 Defendant failed to pay Plaintiff Nevada's Minimum Wage as required by Nevada's
15 Minimum Wage Amendment, which in truth, are disputed facts central to Plaintiff's
16 claims. As such, Plaintiff's Request for Admission is irrelevant as the admission or
17 denial of this Request by Defendant cannot lead to the discovery of actual admissible
18 evidence demonstrating Plaintiff's allegations and claims for relief.

20 Defendant further objects to this Request as this Request calls for an admission
21 of crucial facts central to Plaintiff's lawsuit and legal concessions that are contrary to
22 the purpose of N.R.C.P. 36 and remain in dispute. *See Morgan v. Demille*, 106 Nev.
23 671, 675-76, 799 P.2d 561, 564 (1990) (superseded by court rule on other grounds as
24 recognized by RTTC Communications v. Saratoga Flier, 121 Nev. 34, 42 n.20, 110 P.3d
25 24, 29 n.20 (2005)). *See also*, Smith v. Emery, 109 Nev. 737, 742-43, 856 P.2d 1386,
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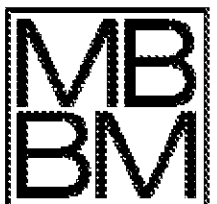


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1 1389-90 (1993) (Requests involving issues of law are objectionable). Plaintiff's Request
2 by demanding an admission as to whether Defendant paid Plaintiff "any wages or
3 other form of compensation" requires that Defendant, in fact, make an admission of
4 fact as to whether it paid or did not pay Plaintiff "wages" owed an employee under
5 Nevada law. Whether Plaintiff is an employee of Defendant owed wages under Nevada
6 law is a question of fact central to Plaintiff's Complaint against Defendant and remains
7 in dispute. Further, whether Plaintiff was an employee owed wages under Nevada law
8 remains an unresolved issue of law. As such, Plaintiff's Request for Admission is
9 improper a matter of Nevada law as it seeks an admission from Defendant of a
10 disputed fact and outstanding issue of law.
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13 Defendant further objects to this Request as overbroad since Plaintiff's
14 Requests seeks an admission from Defendant concerning events that occurred beyond
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21 2014. However, Plaintiff's Requests seeks an admission from Defendant at any time
22 during the relevant time period, which Plaintiff defines as commencing on November
23 4, 2010. Plaintiff's Request is far outside the prescribed two (2) year statute of
24 limitation. As such, Plaintiff's Request is overbroad to the extent Plaintiff's Requests
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1 seeks an admission of fact concerning alleged events beginning on November 4, 2010,
2 which is beyond the applicable two (2) year statute of limitation.

3 Defendant further objects to this Request as irrelevant to the extent that
4 Plaintiff's Request seeks an admission of fact from Defendant outside the applicable
5 two (2) year statute of limitation. As already stated above, Plaintiff's Requests seeks
6 an admission from Defendant commencing from November 4, 2010, which is well
7 beyond the parameters of the applicable two (2) year statute of limitation. As such any
8 events or actions taken or not taken by Defendant outside the applicable two (2) year
9 statute of limitation is irrelevant as such an admission or denial by Defendant could
10 not lead to the discovery of actual, admissible evidence.
11

12
13 Without waiving the above objections, Deny.

14 DATED this 29th day of April 2016.

15 MORAN BRANDON BENDAVID MORAN

16
17 /s/ Jeffery A. Bendavid, Esq.

18 JEFFERY A. BENDAVID, ESQ.

19 Nevada Bar No. 6220

630 South 4th Street

Las Vegas, Nevada 89101

(702) 384-8424

21 KAMER ZUCKER ABBOTT

22
23 /s/ Gregory J. Kamer, Esq.

24 GREGORY J. KAMER, ESQ.

25 Nevada Bar No. 0270

26 KAITLIN H. ZIEGLER, ESQ.

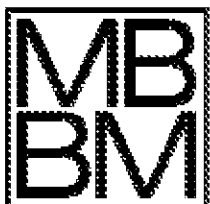
Nevada Bar No. 013625

3000 W. Charleston Blvd., #3

Las Vegas, Nevada 89102

(702) 259-8640

Attorneys for Defendant



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The Crazy Horse III Gentleman's Club

Entertainer Guidelines

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

GUIDELINES AND VIOLATIONS:

I. LEWD AND LASCIVIOUS BEHAVIOR

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

DO NOT

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

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

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

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

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

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

INITIAL: _____

RR0048

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

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

NO GRINDING

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

Do Not simulate any sex act.

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

II. PROSTITUTION

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

III. SOLICITATION OF PROSTITUTION

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

IV. ASSIGNATION OF PROSTITUTION

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

INITIAL: _____

V. ALLOWING NARCOTIC USE BY PATRON

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

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

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

PRESCRIPTION DRUGS

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

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

VI. RUDENESS TO ANY GUEST

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

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

DISHONESTY

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

INITIAL _____

RR0050

FIGHTING

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

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

VII. HUSTLING (VIOLATION) DEFINITIONS

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

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

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

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

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

INITIAL _____

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

VIP

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

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

NON DISCLOSURE

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

INITIAL _____

RR0052

THE CRAZY HORSE III ENTERTAINER RULES

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

INITIAL: _____

PRICING

GUESTS

Cover Charge:

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

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

ENTERTAINMENT

MAIN FLOOR

1 lap dance/song \$20.00

VIP:

3 dances for \$100.00

* One drink minimum

VIP BOOTHS- 1/2 HOUR

30 minutes/ entertainer \$200.00

*One drink minimum

VIP BOOTHS- 1 HOUR

1 hour/entertainer \$400.00

* 1 drink(s) per hour

VIP SUITES - 1 HOUR

1 hour/entertainer \$500.00

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

INITIAL _____

RR0054

ALL ENTERTAINERS
MUST HAVE THEIR
TOPS ON AT ALL TIMES
UNLESS THEY ARE

- DANCING IN VIP
- DOING A FLOOR DANCE
- OR ON STAGE

NO EXCEPTIONS!

CH3 MANAGEMENT

DO NOT

USE

SIRRY-TTAN

INLUCK

WRE!!! EVER!

RR0123

NO
SMOKING
IN
LOCKER
ROOM

RR0124

ALL MUSIC
NEEDS TO BE
PLAYED
THROUGH
HEADPHONES
ONLY
NO
EXCEPTIONS

FREE HOUSE FEES

\$75 CREDIT FOR SIGNING UP TO GET EVENTS AUTOMATICALLY POSTED TO YOUR SOCIAL MEDIA!

Follow these steps to sign up and receive your \$75 credit:

1. Go to promohp.com/crazy-horse-3
2. Check the box to Agree to Terms and Conditions
3. Click Log In with Facebook button
4. Enter your facebook login information
5. Accept the permissions to allow access
6. Click Log in with Twitter button
7. Enter your twitter login information and press Authorize app button
8. Accept the permissions to allow access
9. Bring your checkin ticket and show screenshot of your dashboard completed to a manager to receive \$75 credit.

Crazy Horse 3 events will automatically post to your social media every few days. To opt out go to your account settings in both facebook and twitter and then go to app settings and revoke access to promohp.

GET A \$75 FEE CREDIT FOR ADDING A PROFILE TO OUR WEBSITE!!

Follow these steps to sign up and receive your additional credit:

1. Go to mych3.com
2. Create a profile and fill out all information
3. Use ONLY a professional photo when creating your profile..go to crazyhorse3.com CH3Girls page for examples
4. Check crazyhorse3.com CH3Girls page to see if your profile approved
5. Once approved bring your check-in ticket to management for your extra \$75 fee credit

Your profile will be public and on our website. Personal information will not be displayed.

GET A \$50 FEE CREDIT FOR REFERRING GROUPS TO THE CLUB!!

Get paid to bring your customers to the club and receive \$50 credit for every group:

We will give your customers FREE ride in our limo, FREE entry, and either their first round of drinks or \$100 off bottle service. You will get a \$50 fee credit for referring your group! You must pre-book the group with management to receive credit, and your guests MUST use our limo to receive the free ride, entry, and drinks! If they arrive by taxi or limo they will NOT receive the free ride, cover OR drinks! Any questions always ask management.

GET A \$75 MINIMUM FEE CREDIT FOR ATTENDING CLUB PROMOS!!

Get paid to promote the club and network and meet potential customers. Club promotions include nightclubs, steakhouse, conventions, golf outings, and many other outlets that we promote to bring in customers. Some promotions are even paid cash in addition to house fee credits. Some include dinner and drinks etc as well. These are always a way to meet customers and bring them in immediately to make \$\$ from them and the club.

Sign up on the promotions sheet with your stage name and cell number, or send a text to Justin at 7025720269, Reggie at 7027388888, and Mike at 7025028840 with your stage name and that you are interested in promotions. Any questions ask management.

NO
ENTERTAINERS
IN DRESSING
ROOM
WITHOUT
CHECKING IN
AT THE HUB
FIRST

RR0127

Attention Entertainers:

All entertainers must have a complete check out slip in order to clock out. It must be signed by DJ, Manager, House mom, and turned into the HUB . All entertainers that do not check out properly are subject to fines, being placed on inactive status, and termination.

**Absolutely No
Glasses In The
Dressing Room, Use
Styrofoam Cups If
you Bring Your
Drink In The Back-
Thank You
HSEMOM**

**ATTENTION
ENTERTAINERS:
YOU HAVE 30 MIN
FROM CHECK IN TO
GET READY AND GET
ON THE FLOOR,
MISSING A STAGE
WILL INCUR A
MISSED STAGE FEE,
BE COURTEOUS TO
THE GIRL THAT YOU
ARE RELIEVING!**

**ATTENTION ENTERTAINERS,
JUST A REMINDER THAT
DANCE DOLLARS CAN BE
CASHED DURING THE TIMES
2AM, 4AM, 6AM, AND 8AM. IF
YOU'RE UNABLE TO MAKE
THESE TIMES YOU'LL HAVE TO
CASH THEM DURING YOUR
NEXT SHIFT. DANCE DOLLARS
WILL NOT BE CASHED DURING
THE DAY, AND A MANAGER
WILL NOT BE CALLED.
THANK YOU,
MGMT**

RR0131

ATTENTION **ALL** ENTERTAINERS

EVERY ENTERTAINER MUST ATTEND AN ORIENTATION BEING HELD BY
MANAGEMENT ON **FRIDAY** OR **TUESDAY @ 8PM**

**AGAIN, THIS IS FOR ALL ENTERTAINERS, EVEN
GIRLS THAT HAVE BEEN HERE SINCE DAY 1!!! IF
YOU DO NOT ATTEND ON ONE THE DAYS, YOU
WILL NOT BE ABLE TO WORK UNTIL YOU
COMPLETE THE ORIENTATION!!!**

PLEASE SIGN UP WITH THE HOUSE MOM

**ATTENTION ENTERTAINERS,
JUST A REMINDER THAT
DANCE DOLLARS CAN BE
CASHED DURING THE TIMES
2AM, 4AM, 6AM, AND 8AM. IF
YOU'RE UNABLE TO MAKE
THESE TIMES YOU'LL HAVE TO
CASH THEM DURING YOUR
NEXT SHIFT. DANCE DOLLARS
WILL NOT BE CASHED DURING
THE DAY, AND A MANAGER
WILL NOT BE CALLED.
THANK YOU,
MGMT**

RR0133

REQUIREMENTS FOR PROSPECTIVE DANCERS

Government Issue ID With Photo And Birth date
(Drivers License or Passport)

Sheriffs Card

(Birth Certificate Required if Under 25 years old)

Referral needed-\$45.00

Mon-Fri 8Am-4PM

Fingerprint Bureau

5580 Cameron St Las Vegas NV 89118

Phone # (702)-828-3271

NEVADA BUSINESS LISENCE

\$200.00 per year

Mon-Fri 8Am-4PM

Nevada Secretary Of State

Grant Sawyer Building

555 E Washington Ave Las Vegas NV 89101

-OR-

www.nvsilverflume.gov

Type Of License NT-7 "Sole Proprietor"

Phone # (702)-486-2880

ATTENTION

3-8-14

ALL ENTERTAINERS HAVE
5 MINUTES TO LEAVE THE
FLOOR AFTER CHECKING OUT
WITH THE DJ. IF YOU STAY AND
KEEP WORKING, YOU WILL BE
CHANGED A MISSED STAGE
FEE!!!..... PER MGMNT

RR0135

ATTENTION ALL ENTERTAINERS

**MUST HAVE CHECKOUT SLIP
SIGNED BY THE DJ
SIGNED BY A MANAGER
AND SIGNED BY THE HOUSE
MOM
THEN TURNED IN 'BY YOU' TO
THE HUB
THERE WILL BE ABSOLUTELY NO
EXCEPTIONS
PER MANAGEMENT
FAILURE TO DO SO WILL RESULT IN
DEACTIVATION
UNTIL RESOLVED BY A MEMBER OF
MANAGEMENT**

MUST PAY
HOUSE FEE
UPFRONT TO
CLOCK IN NO
EXCEPTIONS



Do not take photos or
video recordings in the
locker room.

This
includes FaceTime,
SnapChat, Instagram,
Vine, YouTube, etc.

ENTERTAINERS

You are now able to sell suites in VIP for bar tabs, as well as allow customers to transfer their bottles purchased on the floor with a \$150 VIP transfer fee. These rooms will be the suites in VIP2 and there will be no curtain on the rooms. If the customer wants a completely private suite with curtain closed they will have to do the normal bottle minimum in VIP1. The bar tabs for these rooms will be set at \$250 and the dancer will receive \$400 hourly rate but if there are any questions please ask for a manager. **NEVER** leave a suite without asking the host to ask a manager to talk to your customer and try and work something out so that both you and the club make money!

We will also be changing the checkout process. Entertainers will now receive their checkout slips from management instead of the djs. You will then go to the DJ to have the DJ check you out and remove you from rotation. Finally you will check out with the house mom and drop your slip at the checkout window to be clocked out.

We will also be enforcing a ZERO exception policy on expired business licenses beginning August 1st. All Entertainers must have current licenses by this day. Any questions or assistance needed please ask a manager.

We are also incentivizing our entertainer for bringing their customers to the club. We will give your customers FREE ride in our limo, FREE entry, and either their first round of drinks or \$100 off bottle service. You will also get a \$50 fee credit for referring your group! You must prebook the group with management to receive credit, and your guests **MUST** use our limo to receive the free ride, entry, and drinks! If they arrive by taxi or limo they will **NOT** receive the free ride, cover OR drinks! Any questions always ask management.

Thanks!

Crazy Horse 3 Management

RR0139

EXHIBIT “2”

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RESP
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Attorneys for Russell Road Food and Beverage, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JACQUELINE FRANKLIN, ASHLEIGH)
PARK, LILY SHEPARD, STACIE ALLEN,) Case No.: A-14-709372-C
MICHAELA DIVINE, VERONICA VAN)
WOODSEN, SAMANTHA JONES,) Dept. No.: 31
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)
)



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

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

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

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

16 **GENERAL OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

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

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

24 3. Defendant objects to Plaintiff's definition of and instructions regarding the
25 terms "You" and "Your" as it pertains to the pursuit of information concerning the owners
26 and principals of Defendant, who are not named Defendants in this matter and as a matter of
27 28



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1 Nevada law cannot be liable to Plaintiff for the claims asserted by Plaintiff in Plaintiff's
2 Complaint against Defendant.

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

10 5. Defendant objects to the Requests for the Production of Documents to the
11 extent they seek information protected, privileged, or otherwise exempt from discovery
12 pursuant to applicable state statutes, the Nevada Rules of Civil Procedure, or any other
13 applicable rule, decision, or law. Specifically and without limitation, Defendant objects to
14 the disclosure of any information protected by the attorney-client privilege, work product
15 doctrine, consulting-only expert privilege, trade secret privilege, or any other applicable
16 privilege, doctrine, or exemption that would make the information immune or exempt from
17 discovery. Nothing contained in these objections is intended to be nor should be considered
18 a waiver of the attorney-client privilege, the work product doctrine, consulting-only expert
19 privilege, trade secret privilege, or any other applicable privilege or doctrine, and to the
20 extent that any Request for the Production of Documents may be construed as calling for
21 disclosure of information and the identity of documents protected by such privileges or
22 doctrines, a continuing objection to each and every Request for the Production of
23 Documents is hereby made.
24
25
26



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1 6. Defendant objects to the Requests for the Production of Documents to the
2 extent they are irrelevant, immaterial, not reasonably calculated to lead to the discovery of
3 relevant and admissible evidence, and are unduly burdensome and oppressive because they
4 seek information on matters unrelated to the subject matter of the present lawsuit.
5

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

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

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

25 10. Defendant objects, as irrelevant, to the Requests to the extent that Plaintiff
26 seeks information from Defendant on behalf of those similarly situated as Plaintiff's Third
27 Amended Complaint fails to make a prima facie showing in her Third Amended Complaint
28



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1 of the prerequisites of N.R.C.P. 23, and therefore has failed to meet her initial burden to
2 demonstrate that the discovery sought are likely to produce persuasive information
3 substantiating her class action allegations.

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

7
8 **OBJECTIONS AND RESPONSES TO SPECIFIC REQUESTS**

9 **REQUEST NO. 1:**

10 Produce all documents relating in any way to terms and conditions of the transfer of
11 ownership and license(s) for Crazy Horse since November 4, 2010 (including any other
12 name by which the club was known during the time period).

13
14 **RESPONSE TO REQUEST NO. 1:**

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

24
25
26 Defendant further objects to this Request as irrelevant and not likely to lead to
27 the discovery of actual, admissible evidence. Plaintiff's Request seeks information
28



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1 concerning the transfer of ownership and licenses for Defendant's Crazy Horse III
2 club. However, Plaintiff's Third Amended Complaint only asserts claims against
3 Defendant regarding Plaintiff's alleged employment only with Defendant. Plaintiff's
4 Third Amended Complaint in no way alleges any facts or asserts any claims regarding
5 the transfer of ownership of Defendant's Crazy Horse III club or its licenses.
6

7 As such, Plaintiff's Request is irrelevant and no actual, admissible evidence
8 concerning Plaintiff's claims asserted only against Defendant can be discovered from
9 the production of documents concerning the transfer of ownership or the licenses of
10 Defendant's Crazy Horse III club.
11

12 Defendant further objects to this Request as overbroad as to time and scope
13 since Plaintiff's Request seeks the production of documents from Defendant beyond
14 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
15 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
16 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
17 NRS 608.260. See Order Granting in Part and Denying Part Defendant's Motion to
18 Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and
19 Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4,
20 2014, which establishes a two (2) year statute of limitation on or after November 4,
21 2012. However, Plaintiff's Request seeks the production of documents from Defendant
22 beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of
23 documents far outside the prescribed two (2) year statute of limitation. Accordingly,
24 Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information
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1 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
2 of limitation.

3 Defendant further objects to this Request as irrelevant to the extent that
4 Plaintiff's Request seeks the production of documents from Defendant outside the
5 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
6 Request seeks the production of documents regarding the transfer of ownership of
7 Defendant commencing from November 4, 2010, which is well beyond the parameters
8 of the applicable two (2) year statute of limitation. Any information outside the
9 applicable two (2) year statute of limitation is irrelevant as such information regarding
10 Defendant's ownership could not lead to the discovery of actual, admissible evidence.
11

12 Since Discovery is ongoing, Defendant reserves the right to supplement its
13 response to this Request.
14

15 **REQUEST NO. 2:**

16 Any and all electronic or printed advertisements, fliers, promotional handouts, or
17 other electronic or printed material used during the relevant time period for the purpose of
18 advertising the exotic dancer entertainment at Crazy Horse.
19

20 **RESPONSE TO REQUEST NO. 2:**

21 Defendant objects to this Request as overbroad and unduly burdensome as
22 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
23 seeking "any and all electronic or printed advertisements, fliers, promotional
24 handouts, or other electronic or printed material" used for Defendant's Crazy Horse
25 III club. As a matter of law, such a blockbuster Request for the Production of
26 Documents as served by Plaintiff is overbroad and imposes an undue burden on
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1 Defendant. *See e.g., In re Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July
2 25, 2014) (*citing Bat v. A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist. LEXIS 47995 *11 (D.
3 Colo. Nov. 18, 2005); and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-87 (D. Kan. 1997).

4 Defendant further objects to this Request as overbroad as to time and scope
5 since Plaintiff's Request seeks the production of documents from Defendant beyond
6 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
7 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
8 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
9 NRS 608.260. *See Order Granting in Part and Denying Part Defendant's Motion to*
10 *Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and*
11 *Punitive Damages dated June 25, 2015.* Plaintiff filed a Complaint on November 4,
12 2014, which establishes a two (2) year statute of limitation on or after November 4,
13 2012. However, Plaintiff's Request seeks the production of documents from Defendant
14 beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of
15 documents far outside the prescribed two (2) year statute of limitation. Accordingly,
16 Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information
17 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
18 of limitation.

19 Defendant further objects to this Request as irrelevant to the extent that
20 Plaintiff's Request seeks the production of documents from Defendant outside the
21 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
22 Request seeks the production of documents used for the advertisement of exotic
23 dancers at Defendant's Crazy Horse III club commencing from November 4, 2010,
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1 which is well beyond the parameters of the applicable two (2) year statute of limitation.
2 Any information outside the applicable two (2) year statute of limitation is irrelevant
3 as such information regarding Defendant's ownership could not lead to the discovery
4 of actual, admissible evidence.
5

6 Without waiving the above objections, please reference Defendant's First
7 Supplement to Its Initial List of Documents and Witnesses previously served on
8 Plaintiff pursuant to N.R.C.P. 16.1 as follows:

9 1. Advertisements and promotions for Crazy Horse III Gentlemen's Club,
10 bated stamped as RR0140 through RR0599; and
11

12 2. Video and audio promotions for Crazy Horse III Gentlemen's Club, bated
13 stamped as RR0600.

14 Defendant further hereby informs Plaintiff that prior to Plaintiff's Request for
15 production of documents, Defendant endured a malfunction of its internal server/IT
16 systems that resulted in the loss of data related to Defendant's Crazy Horse III. As
17 such, Defendant's disclosure of advertisements and promotions identified above
18 contains those advertisements and promotions recovered or stored since the
19 malfunction.
20

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

24 **REQUEST NO. 3:**

25 All documents used during the relevant time period for the purposes of recruiting
26 Dancers to work at Crazy Horse.
27
28



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1 **RESPONSE TO REQUEST NO. 3:**

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

12
13 Defendant further objects to this Request as overbroad as to time and scope
14 since Plaintiff's Request seeks the production of documents from Defendant beyond
15 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
16 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
17 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
18 NRS 608.260. *See Order Granting in Part and Denying Part Defendant's Motion to*
19 *Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and*
20 *Punitive Damages dated June 25, 2015.* Plaintiff filed a Complaint on November 4,
21 2014, which establishes a two (2) year statute of limitation on or after November 4,
22 2012. However, Plaintiff's Request seeks the production of documents from Defendant
23 beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of
24 documents far outside the prescribed two (2) year statute of limitation. Accordingly,
25 Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information
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1 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
2 of limitation.

3 Defendant further objects to this Request as irrelevant to the extent that
4 Plaintiff's Request seeks the production of documents from Defendant outside the
5 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
6 Request seeks the production of "all documents" used for the purpose of recruiting
7 dancers to work at Defendant's Crazy Horse III club commencing from November 4,
8 2010, which is well beyond the parameters of the applicable two (2) year statute of
9 limitation. Any information outside the applicable two (2) year statute of limitation is
10 irrelevant as such information regarding Defendant's ownership could not lead to the
11 discovery of actual, admissible evidence.
12

13
14 Without waiving the above objections, Defendant does not have in its possession
15 any documents for the recruitment of dancers. The only "advertisement" regarding
16 the recruitment of dancers is provided as part of the "Contact Us" section of Crazy
17 Horse III's website, www.crazyhorse3.com, which is a separate information selection
18 from the general employment section.
19

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

22 **REQUEST NO. 4:**

23 All documents, including but not limited to, electronically-stored accounting records
24 or databases that record or otherwise indicate the names, addresses, or any other identifying
25 information of Dancers who performed at Crazy Horse during the relevant time period.
26



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

2 Defendant objects to this Request as overbroad as to time and scope since
3 Plaintiff's Request seeks the production of documents from Defendant beyond the two
4 (2) year applicable statute of limitation. Pursuant to the Court's Order filed on June
5 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum Wage
6 Amendment is subject to the two (2) year statute of limitation prescribed by NRS
7 608.260. See Order Granting in Part and Denying Part Defendant's Motion to Dismiss
8 and Granting Defendant's Motion to Strike Prayer for Exemplary and Punitive
9 Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4, 2014, which
10 establishes a two (2) year statute of limitation on or after November 4, 2012. However,
11 Plaintiff's Request seeks the production of documents from Defendant beginning from
12 November 4, 2010. As such, Plaintiff's Request seeks the production of documents far
13 outside the prescribed two (2) year statute of limitation. Accordingly, Plaintiff's
14 Request is overbroad to the extent Plaintiff's Request seeks information beginning
15 from November 4, 2010, which is beyond the applicable two (2) year statute of
16 limitation.

17
18
19
20 Defendant further objects to this Request as irrelevant to the extent that
21 Plaintiff's Request seeks the production of documents from Defendant outside the
22 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
23 Request seeks the production of "all documents" that record or otherwise indicate the
24 names, addresses, or any other identifying information of Dancers who performed at
25 Defendant's Crazy Horse III club commencing from November 4, 2010, which is well
26 beyond the parameters of the applicable two (2) year statute of limitation. Any
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28



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1 information outside the applicable two (2) year statute of limitation is irrelevant as
2 such information regarding Defendant's ownership could not lead to the discovery of
3 actual, admissible evidence.

4 Without waiving the above objections, please reference Defendant's Initial
5 Disclosures to Its List of Documents and Witnesses previously served on Plaintiff
6 pursuant to N.R.C.P. 16.1 as follows:
7

8 1. Entertainer Jacqueline S. Franklin's Profile, Charge Summary and
9 Dance Dollar Report bated stamped as RR0055;

10 2. Entertainer Ashleigh M. Park's Profile, Charge Summary and Dance
11 Dollar Report bated stamped as RR0069;
12

13 3. Entertainer Lily C. Shepard's Profile, Charge Summary and Dance
14 Dollar Report bated stamped as RR0076;

15 4. Entertainer Stacie Allen's Profile, Charge Summary and Dance Dollar
16 Report bated stamped as RR0083;
17

18 5. Entertainer Veronika T. Woodsen's Profile, Charge Summary and
19 Dance Dollar Report bated stamped as RR0089;

20 6. Entertainer Samantha F. Jones' Profile and Charge Summary bated
21 stamped as RR0096;

22 7. Entertainer Karina Strelkova's Profile, Charge Summary and Dance
23 Dollar Report bated stamped as RR0099;
24

25 8. Entertainer Lashonda Stewart's Profile, Charge Summary and Dance
26 Dollar Report bated stamped as RR0109; and



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1 **9. Entertainer Danielle L. Lamar's Profile, Charge Summary and Dance**
2 **Dollar Report bate stamped as RR0113.**

3 **In addition, Defendant has performed an extensive search of Defendant's**
4 **available records and has not found any records demonstrating that Plaintiff, Michaela**
5 **Divine and Plaintiff, Dirubin Tamayo auditioned or performed at Defendant's Crazy**
6 **Horse III club at any time after November 4, 2012.**

7
8 **Further, Defendant still is compiling a list with of dancers who performed at its**
9 **Crazy Horse III club since November 4, 2012. Extensive time is required to compile**
10 **such a list and upon completion will be disclosed to Plaintiff and any Responses to**
11 **Plaintiff's First Set of Requests for Production of Documents affected by this**
12 **supplemental disclosure will be supplemented upon completion.**

13
14 **Since Discovery is ongoing, Defendant reserves the right to supplement its**
15 **response to this Request.**

16 **REQUEST NO. 5:**

17
18 **All documents provided by You, for any purpose to Dancers during the relevant time**
19 **period, including, but not limited to contracts, agreements, correspondence, fliers, work**
20 **rules or guidelines, and work schedules.**

21 **RESPONSE TO REQUEST NO. 5:**

22 **Defendant objects to this Request as overbroad and unduly burdensome as**
23 **Plaintiff's Request constitutes a blockbuster Request for the Production of Documents**
24 **seeking "all documents" provided by Defendant for any purpose to the Dancers who**
25 **performed at Defendant's Crazy Horse III club. As a matter of law, such a**
26 **blockbuster Request for the Production of Documents as served by Plaintiff is**



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1 overbroad and imposes an undue burden on Defendant. *See e.g., In re Datacom Sys.,*
2 2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (*citing Bat v. A.G. Edwards &*
3 *Sons, Inc.,* 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18, 2005); and *Hilt v. SFC,*
4 *Inc.,* 170 F.R.D. 182, 186-87 (D. Kan. 1997).

5
6 Defendant further objects to this Request as overbroad as to time and scope
7 since Plaintiff's Request seeks the production of documents from Defendant beyond
8 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
9 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
10 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
11 NRS 608.260. *See* Order Granting in Part and Denying Part Defendant's Motion to
12 Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and
13 Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4,
14 2014, which establishes a two (2) year statute of limitation on or after November 4,
15 2012. However, Plaintiff's Request seeks the production of documents from Defendant
16 beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of
17 documents far outside the prescribed two (2) year statute of limitation. Accordingly,
18 Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information
19 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
20 of limitation.

21
22
23 Defendant further objects to this Request as irrelevant to the extent that
24 Plaintiff's Request seeks the production of documents from Defendant outside the
25 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
26 Request seeks the production of "all documents" provided by Defendant for any
27
28



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1 purpose to the Dancers who performed at Defendant's Crazy Horse III club
2 commencing from November 4, 2010, which is well beyond the parameters of the
3 applicable two (2) year statute of limitation. Any information outside the applicable
4 two (2) year statute of limitation is irrelevant as such information regarding
5 Defendant's ownership could not lead to the discovery of actual, admissible evidence.
6

7 Without waiving the above objections, please reference Defendant's Initial
8 Disclosures to Its List of Documents and Witnesses previously served on Plaintiff
9 pursuant to N.R.C.P. 16.1 as follows:
10

- 11 1. Entertainers Agreement, bate stamped as RR0043 through RR0047; and
- 12 2. The Crazy Horse III Gentleman's Club Entertainer Guidelines, bate
13 stamped as RR0048 through RR0054;

14 Without waiving the above objections, please also reference Defendant's First
15 Supplement to its Initial List of Documents and Witnesses previously served on
16 Plaintiff pursuant to N.R.C.P. 16.1 as follows:
17

- 18 1. Documents posted in work place areas, including, but not limited to dancer
19 "dressing rooms" and other "back stage" areas, bate stamped as RR0122 through
20 RR0139.

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

24 **REQUEST NO. 6:**

25 All documents posted in any work place area at Crazy Horse during the relevant time
26 period, including, but not limited to dancer dressing rooms and other "back stage" areas.
27
28



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RESPONSE TO REQUEST NO. 6:

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

Defendant further objects to this Request as overbroad as to time and scope since Plaintiff's Request seeks the production of documents from Defendant beyond the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum Wage Amendment is subject to the two (2) year statute of limitation prescribed by NRS 608.260. *See Order Granting in Part and Denying Part Defendant's Motion to Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and Punitive Damages* dated June 25, 2015. Plaintiff filed a Complaint on November 4, 2014, which establishes a two (2) year statute of limitation on or after November 4, 2012. However, Plaintiff's Request seeks the production of documents from Defendant beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of documents far outside the prescribed two (2) year statute of limitation. Accordingly, Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information



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1 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
2 of limitation.

3 Defendant further objects to this Request as irrelevant to the extent that
4 Plaintiff's Request seeks the production of documents from Defendant outside the
5 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
6 Request seeks the production of "all documents" posted in any workplace area at
7 Defendant's Crazy Horse III club commencing from November 4, 2010, which is well
8 beyond the parameters of the applicable two (2) year statute of limitation. Any
9 information outside the applicable two (2) year statute of limitation is irrelevant as
10 such information regarding Defendant's ownership could not lead to the discovery of
11 actual, admissible evidence.
12

13
14 Without waiving the above objections, please reference Defendant's First
15 Supplement to its Initial List of Documents and Witnesses previously served on
16 Plaintiff pursuant to N.R.C.P. 16.1 as follows:
17

18 1. Documents posted in work place areas, including, but not limited to dancer
19 "dressing rooms" and other "back stage" areas, bates stamped as RR0122 through
20 RR0139.

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

23 **REQUEST NO. 7:**
24

25 All documents relating to the Dancers' status as employees, lessees, tenants, or
26 independent contractors.



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1 **RESPONSE TO REQUEST NO. 7:**

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

12
13 Defendant further objects to this Request to the extent that Plaintiff seeks the
14 production of documents concerning the status of Dancers that are not a named party
15 in this action or for a class of similarly situated Dancers that does not exist, that
16 Plaintiff has not moved to certify, and has not been certified by the Court. At the time
17 of Plaintiff's Request, Plaintiff consists of eleven (11) individually named Plaintiffs who
18 allegedly were formerly performed at Defendant's Crazy Horse III club. As such,
19 Plaintiff's Request is premature and Plaintiff is not entitled to the discovery of such
20 information at this time.
21

22 Defendant further objects to this Request as irrelevant to the extent that the
23 Defendant seeks the production of documents related to Plaintiff's "status" as a lessee
24 or tenant since the production of such documents reasonably cannot lead to the
25 discovery of admissible evidence. Plaintiff's Third Amended Complaint is based
26 entirely on the allegation that Plaintiff was employed by Defendant as an erotic dancer
27
28



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1 at Defendant's Crazy Horse III club. See generally, Third Amended Complaint. In
2 accordance with this allegation, Plaintiff only asserts claims for relief and a prayer for
3 an award for damages derived from Plaintiff's alleged employment. *See Id.* Plaintiff's
4 Third Amended Complaint never alleges that Plaintiff was a tenant or lessee of
5 Defendant in any manner. *See Id.* Further, Plaintiff's Third Amended Complaint
6 never asserts any claims against Defendant based on Plaintiff's status as a tenant or
7 lessee or for the breach of any lease agreement between Plaintiff and Defendant. *See*
8 *Id.* As such, any documents relating to Plaintiff's status as a lessee or tenant are
9 irrelevant and reasonably cannot lead to the discovery of actual, admissible evidence
10 concerning Plaintiff's claims for relief asserted in Plaintiff's Third Amended
11 Complaint.
12

13
14 Defendant further objects to this Request as overbroad as to time and scope
15 since Plaintiff's Request seeks the production of documents from Defendant beyond
16 the two (2) year applicable statute of limitation as stated in Plaintiff's Instruction No.
17 1. Pursuant to the Court's Order filed on June 25, 2015, Plaintiff's claim for unpaid
18 wages pursuant to Nevada's Minimum Wage Amendment is subject to the two (2) year
19 statute of limitation prescribed by NRS 608.260. *See Order Granting in Part and*
20 *Denying Part Defendant's Motion to Dismiss and Granting Defendant's Motion to*
21 *Strike Prayer for Exemplary and Punitive Damages dated June 25, 2015.* Plaintiff
22 filed a Complaint on November 4, 2014, which establishes a two (2) year statute of
23 limitation on or after November 4, 2012. However, Plaintiff's Request seeks the
24 production of documents from Defendant beginning from November 4, 2010. As such,
25 Plaintiff's Request seeks the production of documents far outside the prescribed two
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1 (2) year statute of limitation. Accordingly, Plaintiff's Request is overbroad to the
2 extent Plaintiff's Request seeks information beginning from November 4, 2010, which
3 is beyond the applicable two (2) year statute of limitation.

4 Defendant further objects to this Request as irrelevant to the extent that
5 Plaintiff's Request seeks the production of documents from Defendant outside the
6 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
7 Request seeks the production of "all documents" relating to the Dancers' status as
8 employees, lessees, tenants, or independent contractors commencing from November 4,
9 2010, which is well beyond the parameters of the applicable two (2) year statute of
10 limitation. Any information outside the applicable two (2) year statute of limitation is
11 irrelevant as such information regarding Defendant's ownership could not lead to the
12 discovery of actual, admissible evidence.

13 Without waiving the above objections, please reference Defendant's Initial
14 Disclosures to Its List of Documents and Witnesses previously served on Plaintiff
15 pursuant to N.R.C.P. 16.1 as follows:

16 1. Entertainers Agreement, bated stamped as RR0043 through RR0047.

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

19 **REQUEST NO. 8:**

20 All Form 1099's or copies of 1099's issued by You, during the relevant time period
21 or on behalf of any Dancer.



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

2 Defendant objects to this Request to the extent that Plaintiff seeks the
3 production of 1099's issued to Dancers that are not a named party in this action or for
4 a class of similarly situated Dancers that does not exist, that Plaintiff has not moved to
5 certify, and has not been certified by the Court. At the time of Plaintiff's Request,
6 Plaintiff consists of eleven (11) individually named Plaintiffs who allegedly were
7 formerly performed at Defendant's Crazy Horse III club. As such, Plaintiff's Request
8 is premature and Plaintiff is not entitled to the discovery of such information at this
9 time.
10

11 Defendant further objects as this Request and the production of documents
12 sought constitute an invasion of privacy of the individuals identified in this Request
13 who are not party to this action. Plaintiff has failed to demonstrate a compelling need
14 for the production of such documents that outweighs the privacy rights of the
15 individuals not party to this action. *See e.g., Sargant v. HG Staffing, LLC*, 2014 U.S.
16 Dist. LEXIS 56580 *9-10 (D. Nev. April 22, 2014) (citing *Artis v. Deere & Co.*, 276
17 F.R.D. 348, 352 (N.D. Cal 2011) (quotation omitted)).
18

19 Defendant further objects to Plaintiff's Request as an invasion of privacy to the
20 extent that Plaintiff's request demands the disclosure of confidential and sensitive
21 financial and tax information of individuals not party to this action. The production of
22 such confidential and sensitive financial and tax information constitutes an improper
23 invasion of privacy after balancing Plaintiff's need for information against the asserted
24 privacy interest of such individuals. *See Id. See also, e.g., Nguyen v. Baxter*
25
26



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1 Healthcare Corporation, 275 F.R.D. 503, 512-13, 2011 U.S. Dist. LEXIS 64134 *33-34
2 (C. D. Cal. 2011).

3 Defendant further objects to this Request as overbroad as to time and scope
4 since Plaintiff's Request seeks the production of documents from Defendant beyond
5 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
6 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
7 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
8 NRS 608.260. See Order Granting in Part and Denying Part Defendant's Motion to
9 Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and
10 Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4,
11 2014, which establishes a two (2) year statute of limitation on or after November 4,
12 2012. However, Plaintiff's Request seeks the production of documents from Defendant
13 beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of
14 documents far outside the prescribed two (2) year statute of limitation. Accordingly,
15 Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information
16 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
17 of limitation.
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21 Defendant further objects to this Request as irrelevant to the extent that
22 Plaintiff's Request seeks the production of documents from Defendant outside the
23 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
24 Request seeks the production of all 1099's issued by Defendant on behalf of all Dancers
25 commencing from November 4, 2010, which is well beyond the parameters of the
26 applicable two (2) year statute of limitation. Any information outside the applicable
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1 two (2) year statute of limitation is irrelevant as such information regarding
2 Defendant's ownership could not lead to the discovery of actual, admissible evidence.

3 Without waiving the above objections, Defendant did not issue any 1099's on
4 behalf of Plaintiffs.

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

7 **REQUEST NO. 9:**

8 All documents that record or otherwise indicate or relate to the amounts Crazy Horse
9 patrons were charged for dances or other performances or services provided by the Dancers.
10

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

12 Defendant objects to this Request to the extent that Plaintiff seeks the
13 production of documents concerning the amounts charged for dances or other
14 entertainment by Dancers that are not a named party in this action or for a class of
15 similarly situated Dancers that does not exist, that Plaintiff has not moved to certify,
16 and has not been certified by the Court. At the time of Plaintiff's Request, Plaintiff
17 consists of eleven (11) individually named Plaintiffs who allegedly were formerly
18 performed at Defendant's Crazy Horse III club. As such, Plaintiff's Request is
19 premature and Plaintiff is not entitled to the discovery of such information at this time.
20

21 Defendant further objects to this Request as overbroad as to time and scope
22 since Plaintiff's Request, commencing from November 4, 2010 as stated in Instruction
23 No. 1, seeks the production of documents from Defendant beyond the two (2) year
24 applicable statute of limitation. Pursuant to the Court's Order filed on June 25, 2015,
25 Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum Wage Amendment
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1 is subject to the two (2) year statute of limitation prescribed by NRS 608.260. *See*
2 **Order Granting in Part and Denying Part Defendant's Motion to Dismiss and**
3 **Granting Defendant's Motion to Strike Prayer for Exemplary and Punitive Damages**
4 **dated June 25, 2015. Plaintiff filed a Complaint on November 4, 2014, which**
5 **establishes a two (2) year statute of limitation on or after November 4, 2012. However,**
6 **Plaintiff's Request seeks the production of documents from Defendant beginning from**
7 **November 4, 2010. As such, Plaintiff's Request seeks the production of documents far**
8 **outside the prescribed two (2) year statute of limitation. Accordingly, Plaintiff's**
9 **Request is overbroad to the extent Plaintiff's Request seeks information beginning**
10 **from November 4, 2010, which is beyond the applicable two (2) year statute of**
11 **limitation.**

14 Defendant further objects to this Request as irrelevant to the extent that
15 Plaintiff's Request seeks the production of documents from Defendant outside the
16 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
17 Request seeks the production of "all documents" that record or otherwise indicate or
18 relate to the amounts Crazy Horse patrons were charged for dances or other
19 performances or services provided commencing from November 4, 2010, which is well
20 beyond the parameters of the applicable two (2) year statute of limitation. Any
21 information outside the applicable two (2) year statute of limitation is irrelevant as
22 such information regarding Defendant's ownership could not lead to the discovery of
23 actual, admissible evidence.
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1 Without waiving the above objections, please reference Defendant's Initial
2 Disclosures to Its List of Documents and Witnesses previously served on Plaintiff
3 pursuant to N.R.C.P. 16.1 as follows:

4 1. The Crazy Horse III Gentleman's Club Entertainer Guidelines, bate
5 stamped as RR0048 through RR0054.
6

7 Please also reference Defendant's First Supplement to Its List of Documents
8 and Witnesses previously served on Plaintiff pursuant to N.R.C.P. 16.1 as follows:

9 1. Crazy Horse III Gentlemen's Club Credit Card Charge Guest
10 Declaration, bate stamped as RR 0121.
11

12 Since Discovery is ongoing, Defendant reserves the right to supplement its
13 response to this Request.

14 **REQUEST NO. 10:**

15 All documents relating to RUSSELL ROAD FOOD AND BEVERAGE, LLC's
16 policies during the relevant time period relating to the Dancers' retention of money given to
17 them by patrons at Crazy Horse.
18

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

20 Defendant objects to this Request as overbroad and unduly burdensome as
21 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
22 seeking the production of "all documents" relating to Defendant's policies regarding
23 the Dancers' retention of money given to them by patrons. As a matter of law, such a
24 blockbuster Request for the Production of Documents as served by Plaintiff is
25 overbroad and imposes an undue burden on Defendant. *See e.g., In re Datacom Sys.,*
26 *2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (citing Bat v. A.G. Edwards &*
27
28



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

3 Defendant further objects to this Request as overbroad as to time and scope
4 since Plaintiff's Request seeks the production of documents from Defendant beyond
5 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
6 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
7 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
8 NRS 608.260. *See* Order Granting in Part and Denying Part Defendant's Motion to
9 Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and
10 Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4,
11 2014, which establishes a two (2) year statute of limitation on or after November 4,
12 2012. However, Plaintiff's Request seeks the production of documents from Defendant
13 beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of
14 documents far outside the prescribed two (2) year statute of limitation. Accordingly,
15 Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information
16 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
17 of limitation.
18
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21 Defendant further objects to this Request as irrelevant to the extent that
22 Plaintiff's Request seeks the production of documents from Defendant outside the
23 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
24 Request seeks the production of "all documents" relating to Defendant's policies
25 concerning the Dancers' retention of moneys given them by patrons commencing from
26 November 4, 2010, which is well beyond the parameters of the applicable two (2) year
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1 statute of limitation. Any information outside the applicable two (2) year statute of
2 limitation is irrelevant as such information regarding Defendant's ownership could not
3 lead to the discovery of actual, admissible evidence.

4 Without waiving the above objections, please reference Defendant's Initial
5 Disclosures to Its List of Documents and Witnesses previously served on Plaintiff
6 pursuant to N.R.C.P. 16.1 as follows:
7

8 1. Entertainers Agreement, bated stamped as RR0043 through RR0047;

9 Since Discovery is ongoing, Defendant reserves the right to supplement its
10 response to this Request.
11

12 **REQUEST NO. 11:**

13 All documents that record or otherwise indicate or relate to payments made to
14 Dancers by Crazy Horse patrons during the relevant time period.

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

16 Defendant objects to this Request as overbroad and unduly burdensome as
17 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
18 seeking the production of "all documents" that record or otherwise indicate or relate
19 to payments made to Dancers by Crazy Horse patrons. As a matter of law, such a
20 blockbuster Request for the Production of Documents as served by Plaintiff is
21 overbroad and imposes an undue burden on Defendant. *See e.g., In re Datacom Sys.,*
22 *2014 Bankr. Lexis 5348 *43 (D. Nev. Bkr. July 25, 2014) (citing Bat v. A.G. Edwards &*
23 *Sons, Inc., 2005 U.S. Dist. LEXIS 47995 *11 (D. Colo. Nov. 18, 2005); and Hilt v. SFC,*
24 *Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997).*
25
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1 Defendant further objects to this Request to the extent that Plaintiff seeks the
2 production of documents concerning payments made to Dancers that are not a named
3 party in this action or for a class of similarly situated Dancers that does not exist, that
4 Plaintiff has not moved to certify, and has not been certified by the Court. At the time
5 of Plaintiff's Request, Plaintiff consists of eleven (11) individually named Plaintiffs who
6 allegedly were formerly performed at Defendant's Crazy Horse III club. As such,
7 Plaintiff's Request is premature and Plaintiff is not entitled to the discovery of such
8 information at this time.
9

10 Defendant further objects as this Request and the production of documents
11 sought constitute an invasion of privacy of the individuals identified in this Request
12 who are not party to this action. Plaintiff has failed to demonstrate a compelling need
13 for the production of such documents that outweighs the privacy rights of the
14 individuals not party to this action. *See e.g., Sargant v. HG Staffing, LLC*, 2014 U.S.
15 Dist. LEXIS 56580 *9-10 (D. Nev. April 22, 2014) (citing *Artis v. Deere & Co.*, 276
16 F.R.D. 348, 352 (N.D. Cal 2011) (quotation omitted)).
17
18

19 Defendant further objects to Plaintiff's Request as an invasion of privacy to the
20 extent that Plaintiff's request demands the disclosure of confidential and sensitive
21 financial and tax information of individuals not party to this action. The production of
22 such confidential and sensitive financial and tax information constitutes an improper
23 invasion of privacy after balancing Plaintiff's need for information against the asserted
24 privacy interest of such individuals. *See Id. See also, e.g., Nguyen v. Baxter*
25 *Healthcare Corporation*, 275 F.R.D. 503, 512-13, 2011 U.S. Dist. LEXIS 64134 *33-34
26 (C. D. Cal. 2011).
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28



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1 Defendant further objects to this Request as overbroad as to time and scope
2 since Plaintiff's Request, commencing from November 4, 2010, seeks the production of
3 documents from Defendant beyond the two (2) year applicable statute of limitation.
4 Pursuant to the Court's Order filed on June 25, 2015, Plaintiff's claim for unpaid
5 wages pursuant to Nevada's Minimum Wage Amendment is subject to the two (2) year
6 statute of limitation prescribed by NRS 608.260. See Order Granting in Part and
7 Denying Part Defendant's Motion to Dismiss and Granting Defendant's Motion to
8 Strike Prayer for Exemplary and Punitive Damages dated June 25, 2015. Plaintiff
9 filed a Complaint on November 4, 2014, which establishes a two (2) year statute of
10 limitation on or after November 4, 2012. However, Plaintiff's Request seeks the
11 production of documents from Defendant beginning from November 4, 2010. As such,
12 Plaintiff's Request seeks the production of documents far outside the prescribed two
13 (2) year statute of limitation. Accordingly, Plaintiff's Request is overbroad to the
14 extent Plaintiff's Request seeks information beginning from November 4, 2010, which
15 is beyond the applicable two (2) year statute of limitation.
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18

19 Defendant further objects to this Request as irrelevant to the extent that
20 Plaintiff's Request seeks the production of documents from Defendant outside the
21 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
22 Request seeks the production of "all documents" that relate to payments made to
23 Dancers by Crazy Horse patrons commencing from November 4, 2010, which is well
24 beyond the parameters of the applicable two (2) year statute of limitation. Any
25 information outside the applicable two (2) year statute of limitation is irrelevant as
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1 such information regarding Defendant's ownership could not lead to the discovery of
2 actual, admissible evidence.

3 Without waiving the above objections, Defendant does not possess any records
4 or have any policies or systems that tracks, records, or otherwise identifies any
5 payments directly made to Dancers by Crazy Horse patrons. Any Dance Dollars
6 purchased by patrons and later redeemed by a dancer for individual performances
7 with a patron is recorded and included as part of Plaintiff's Profile, Charge Summary
8 and Dance Dollar Report.
9

10 Without waiving the above objections, please reference Defendant's Initial
11 Disclosures to Its List of Documents and Witnesses previously served on Plaintiff
12 pursuant to N.R.C.P. 16.1 as follows:
13

14 1. Entertainer Jacqueline S. Franklin's Profile, Charge Summary and
15 Dance Dollar Report bates stamped at RR0055 through RR0068;

16 2. Entertainer Ashleigh M. Park's Profile, Charge Summary and Dance
17 Dollar Report, bates stamped as RR0069 through RR0075;
18

19 3. Entertainer Lily C. Shepard's Profile, Charge Summary and Dance
20 Dollar Report, bates stamped as RR0076 through RR0082;

21 4. Entertainer Stacie Allen's Profile, Charge Summary and Dance Dollar
22 Report, bates stamped as RR0083 through RR0088;
23

24 5. Entertainer Veronika T. Woodsen's Profile, Charge Summary and
25 Dance Dollar Report, bates stamped as RR0089 through RR0095;

26 6. Entertainer Samantha F. Jones' Profile and Charge Summary, bates
27 stamped as RR0096 through RR0098;
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1 7. Entertainer Karina Strelkova's Profile, Charge Summary and Dance
2 Dollar Report, bate stamped as RR0099 through RR0108;

3 8. Entertainer Lashonda Stewart's Profile, Charge Summary and Dance
4 Dollar Report, bate stamped as RR0109 through RR0112 ; and
5

6 9. Entertainer Danielle L. Lamar's Profile, Charge Summary and Dance
7 Dollar Report, bate stamped as RR0113 through RR0120.

8 In addition, Defendant has performed an extensive search of Defendant's
9 available records and has not found any records demonstrating that Plaintiff, Michaela
10 Divine and Plaintiff, Dirubin Tamayo auditioned or performed at Defendant's Crazy
11 Horse III club at any time after November 4, 2012.
12

13 Please also reference Defendant's Initial Disclosures to Its List of Documents
14 and Witnesses previously served on Plaintiff pursuant to N.R.C.P. 16.1 as follows:

15 1. The Crazy Horse III Gentleman's Club Entertainer Guidelines, bate
16 stamped as RR0048 through RR0054.
17

18 Since Discovery is ongoing, Defendant reserves the right to supplement its
19 response to this Request.

20 **REQUEST NO. 12:**

21 All documents relating to RUSSELL ROAD FOOD AND BEVERAGE, LLC's
22 policies during the relevant time period relating to the Dancers payment of money to Crazy
23 Horse and Crazy Horse management staff, disc jockeys, promoters, and house moms, during
24 the relevant time period, including, but not limited to all fees and fines.
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RESPONSE TO REQUEST NO. 12:

Defendant objects to this Request as overbroad as to time and scope since Plaintiff's Request, seeks the production of documents from Defendant beyond the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum Wage Amendment is subject to the two (2) year statute of limitation prescribed by NRS 608.260. *See* Order Granting in Part and Denying Part Defendant's Motion to Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4, 2014, which establishes a two (2) year statute of limitation on or after November 4, 2012. However, Plaintiff's Request seeks the production of documents from Defendant beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of documents far outside the prescribed two (2) year statute of limitation. Accordingly, Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information beginning from November 4, 2010, which is beyond the applicable two (2) year statute of limitation.

Defendant further objects to this Request as irrelevant to the extent that Plaintiff's Request seeks the production of documents from Defendant outside the applicable two (2) year statute of limitation. As already stated above, Plaintiff's Request seeks the production of "all documents" relating to Defendant's policies regarding the Dancers' payment of monies to Defendant and to the staff of Defendant's Crazy Horse III club commencing from November 4, 2010, which is well beyond the parameters of the applicable two (2) year statute of limitation. Any information



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1 outside the applicable two (2) year statute of limitation is irrelevant as such
2 information regarding Defendant's ownership could not lead to the discovery of actual,
3 admissible evidence.

4 Without waiving the above objections, Defendant does not have any policies
5 that require payments from dancers to Crazy Horse management staff, disc jockeys,
6 promoters, and house moms.

7 Since Discovery is ongoing, Defendant reserves the right to supplement its
8 response to this Request.

9 **REQUEST NO. 13:**

10 All documents that record or otherwise indicate or relate to payments made to Crazy
11 Horse by Dancers during the relevant time period, including but not limited to all fees and
12 fines.

13 **RESPONSE TO REQUEST NO. 13:**

14 Defendant objects to this Request to the extent that Plaintiff seeks the
15 production of documents concerning payments made by Dancers to Defendant that are
16 not a named party in this action or for a class of similarly situated Dancers that does
17 not exist, that Plaintiff has not moved to certify, and has not been certified by the
18 Court. At the time of Plaintiff's Request, Plaintiff consists of eleven (11) individually
19 named Plaintiffs who allegedly were formerly performed at Defendant's Crazy Horse
20 III club. As such, Plaintiff's Request is premature and Plaintiff is not entitled to the
21 discovery of such information at this time.

22 Defendant further objects as this Request and the production of documents
23 sought constitute an invasion of privacy of the individuals identified in this Request
24



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1 who are not party to this action. Plaintiff has failed to demonstrate a compelling need
2 for the production of such documents that outweighs the privacy rights of the
3 individuals not party to this action. *See e.g., Sargant v. HG Staffing, LLC*, 2014 U.S.
4 Dist. LEXIS 56580 *9-10 (D. Nev. April 22, 2014) (citing *Artis v. Deere & Co.*, 276
5 F.R.D. 348, 352 (N.D. Cal 2011) (quotation omitted)).

7 Defendant further objects to Plaintiff's Request as an invasion of privacy to the
8 extent that Plaintiff's request demands the disclosure of confidential and sensitive
9 financial and tax information of individuals not party to this action. The production of
10 such confidential and sensitive financial and tax information constitutes an improper
11 invasion of privacy after balancing Plaintiff's need for information against the asserted
12 privacy interest of such individuals. *See Id. See also, e.g., Nguyen v. Baxter*
13 *Healthcare Corporation*, 275 F.R.D. 503, 512-13, 2011 U.S. Dist. LEXIS 64134 *33-34
14 (C. D. Cal. 2011).

16 Defendant further objects to this Request as overbroad as to time and scope
17 since Plaintiff's Request, commencing from November 4, 2010, seeks the production of
18 documents from Defendant beyond the two (2) year applicable statute of limitation.
19 Pursuant to the Court's Order filed on June 25, 2015, Plaintiff's claim for unpaid
20 wages pursuant to Nevada's Minimum Wage Amendment is subject to the two (2) year
21 statute of limitation prescribed by NRS 608.260. *See Order Granting in Part and*
22 *Denying Part Defendant's Motion to Dismiss and Granting Defendant's Motion to*
23 *Strike Prayer for Exemplary and Punitive Damages dated June 25, 2015.* Plaintiff
24 filed a Complaint on November 4, 2014, which establishes a two (2) year statute of
25 limitation on or after November 4, 2012. However, Plaintiff's Request seeks the
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1 production of documents from Defendant beginning from November 4, 2010. As such,
2 Plaintiff's Request seeks the production of documents far outside the prescribed two
3 (2) year statute of limitation. Accordingly, Plaintiff's Request is overbroad to the
4 extent Plaintiff's Request seeks information beginning from November 4, 2010, which
5 is beyond the applicable two (2) year statute of limitation.
6

7 Defendant further objects to this Request as irrelevant to the extent that
8 Plaintiff's Request seeks the production of documents from Defendant outside the
9 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
10 Request seeks the production of "all documents" that relate to payments made to
11 Defendant by Dancers commencing from November 4, 2010, which is well beyond the
12 parameters of the applicable two (2) year statute of limitation. Any information
13 outside the applicable two (2) year statute of limitation is irrelevant as such
14 information regarding Defendant's ownership could not lead to the discovery of actual,
15 admissible evidence.
16

17 Without waiving the above objections, please reference Defendant's Initial
18 Disclosures to Its List of Documents and Witnesses previously served on Plaintiff
19 pursuant to N.R.C.P. 16.1 as follows:
20

21 1. Entertainer Jacqueline S. Franklin's Profile, Charge Summary and
22 Dance Dollar Report bates stamped at RR0055 through RR0068;

23 2. Entertainer Ashleigh M. Park's Profile, Charge Summary and Dance
24 Dollar Report, bates stamped as RR0069 through RR0075;

25 3. Entertainer Lily C. Shepard's Profile, Charge Summary and Dance
26 Dollar Report, bates stamped as RR0076 through RR0082;
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1 4. Entertainer Stacie Allen's Profile, Charge Summary and Dance Dollar
2 Report, bates stamped as RR0083 through RR0088;

3 5. Entertainer Veronika T. Woodsen's Profile, Charge Summary and
4 Dance Dollar Report, bates stamped as RR0089 through RR0095;

5 6. Entertainer Samantha F. Jones' Profile and Charge Summary, bates
6 stamped as RR0096 through RR0098;

7 7. Entertainer Karina Strelkova's Profile, Charge Summary and Dance
8 Dollar Report, bates stamped as RR0099 through RR0108;

9 8. Entertainer Lashonda Stewart's Profile, Charge Summary and Dance
10 Dollar Report, bates stamped as RR0109 through RR0112 ; and

11 9. Entertainer Danielle L. Lamar's Profile, Charge Summary and Dance
12 Dollar Report, bates stamped as RR0113 through RR0120.

13 In addition, Defendant has performed an extensive search of Defendant's
14 available records and has not found any records demonstrating that Plaintiff, Michaela
15 Divine and Plaintiff, Dirubin Tamayo auditioned or performed at Defendant's Crazy
16 Horse III club at any time after November 4, 2012.

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

19 **REQUEST NO. 14:**

20 All documents that relate to the work schedules for Dancers at Crazy Horse during
21 the relevant time period including, but not limited to, scheduling sheets or logs and
22 documents showing rotations of Dancers on the various stages at Crazy Horse and internal
23 memoranda regarding the scheduling of Dancers.



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

2 Defendant objects to this Request to the extent that Plaintiff seeks the
3 production of documents concerning the work schedules for the Dancers who
4 performed at Defendant's Crazy Horse III club that are not a named party in this
5 action or for a class of similarly situated Dancers that does not exist, that Plaintiff has
6 not moved to certify, and has not been certified by the Court. At the time of Plaintiff's
7 Request, Plaintiff consists of eleven (11) individually named Plaintiffs who allegedly
8 were formerly performed at Defendant's Crazy Horse III club. As such, Plaintiff's
9 Request is premature and Plaintiff is not entitled to the discovery of such information
10 at this time.
11

12 Defendant further objects to this Request to the phrase "work schedule" to the
13 extent that this phrase implies or is characterized as a determination that Plaintiff was
14 an employee of Defendant obligated to work for Defendant pursuant to a pre-
15 determined schedule. All of the Plaintiffs named in this matter were independent
16 contractors who allegedly performed erotic dances at Defendant's Crazy Horse III
17 club. None of the Plaintiff's named in this matter were employees of Defendant who
18 were subject to any "work schedule."
19

20 Defendant further objects to this Request as overbroad as to time and scope
21 since Plaintiff's Request seeks the production of documents from Defendant beyond
22 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
23 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
24 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
25 NRS 608.260. See Order Granting in Part and Denying Part Defendant's Motion to
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1 **Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and**
2 **Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4,**
3 **2014, which establishes a two (2) year statute of limitation on or after November 4,**
4 **2012. However, Plaintiff's Request seeks the production of documents from Defendant**
5 **beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of**
6 **documents far outside the prescribed two (2) year statute of limitation. Accordingly,**
7 **Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information**
8 **beginning from November 4, 2010, which is beyond the applicable two (2) year statute**
9 **of limitation.**

11
12 **Defendant further objects to this Request as irrelevant to the extent that**
13 **Plaintiff's Request seeks the production of documents from Defendant outside the**
14 **applicable two (2) year statute of limitation. As already stated above, Plaintiff's**
15 **Request seeks the production of "all documents" that relate to the work schedules for**
16 **the Dancers who performed at Defendant's Crazy Horse III club commencing from**
17 **November 4, 2010, which is well beyond the parameters of the applicable two (2) year**
18 **statute of limitation. Any information outside the applicable two (2) year statute of**
19 **limitation is irrelevant as such information regarding Defendant's ownership could not**
20 **lead to the discovery of actual, admissible evidence.**

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



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1 **REQUEST NO. 15:**

2 All documents that record or otherwise indicate the number of days, shifts, and hours
3 worked by any Dancer at Crazy Horse during the relevant time period, including, but not
4 limited to log-in and log-out records.
5

6 **RESPONSE TO REQUEST NO. 15:**

7 Defendant objects to this Request to the extent that Plaintiff seeks the
8 production of documents concerning the number of days, shifts, and hours of Dancers
9 by Dancers who performed at Defendant's Crazy Horse III club that are not a named
10 party in this action or for a class of similarly situated Dancers that does not exist, that
11 Plaintiff has not moved to certify, and has not been certified by the Court. At the time
12 of Plaintiff's Request, Plaintiff consists of eleven (11) individually named Plaintiffs who
13 allegedly were formerly performed at Defendant's Crazy Horse III club. As such,
14 Plaintiff's Request is premature and Plaintiff is not entitled to the discovery of such
15 information at this time.
16

17 Defendant further objects to this Request to the term "worked" to the extent
18 that this term implies or is characterized as a determination that Plaintiff was an
19 employee of Defendant. All of the Plaintiffs named in this matter were independent
20 contractors who allegedly performed erotic dances at Defendant's Crazy Horse III
21 club. None of the Plaintiff's named in this matter were employees of Defendant who
22 performed "work" for Defendant as an employee.
23

24 Defendant further objects to this Request as overbroad as to time and scope
25 since Plaintiff's Request seeks the production of documents from Defendant beyond
26 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
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1 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
2 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
3 NRS 608.260. *See* Order Granting in Part and Denying Part Defendant's Motion to
4 Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and
5 Punitive Damages dated June 25, 2015. Plaintiff filed a Complaint on November 4,
6 2014, which establishes a two (2) year statute of limitation on or after November 4,
7 2012. However, Plaintiff's Request seeks the production of documents from Defendant
8 beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of
9 documents far outside the prescribed two (2) year statute of limitation. Accordingly,
10 Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information
11 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
12 of limitation.
13
14

15 Defendant further objects to this Request as irrelevant to the extent that
16 Plaintiff's Request seeks the production of documents from Defendant outside the
17 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
18 Request seeks the production of "all documents" that record or otherwise indicate the
19 number of days, shifts, and hours worked by any Dancer who performed at
20 Defendant's Crazy Horse III club commencing from November 4, 2010, which is well
21 beyond the parameters of the applicable two (2) year statute of limitation. Any
22 information outside the applicable two (2) year statute of limitation is irrelevant as
23 such information regarding Defendant's ownership could not lead to the discovery of
24 actual, admissible evidence.
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1 Without waiving the above objections, please reference Defendant's Initial
2 Disclosures to Its List of Documents and Witnesses previously served on Plaintiff
3 pursuant to N.R.C.P. 16.1 as follows:

4 1. Entertainer Jacqueline S. Franklin's Profile, Charge Summary and
5 Dance Dollar Report, bates stamped at RR0055 through RR0068;

6 2. Entertainer Ashleigh M. Park's Profile, Charge Summary and Dance
7 Dollar Report, bates stamped as RR0069 through RR0075;

8 3. Entertainer Lily C. Shepard's Profile, Charge Summary and Dance
9 Dollar Report, bates stamped as RR0076 through RR0082;

10 4. Entertainer Stacie Allen's Profile, Charge Summary and Dance Dollar
11 Report, bates stamped as RR0083 through RR0088;

12 5. Entertainer Veronika T. Woodsen's Profile, Charge Summary and
13 Dance Dollar Report, bates stamped as RR0089 through RR0095;

14 6. Entertainer Samantha F. Jones' Profile and Charge Summary, bates
15 stamped as RR0096 through RR0098;

16 7. Entertainer Karina Strelkova's Profile, Charge Summary and Dance
17 Dollar Report, bates stamped as RR0099 through RR0108;

18 8. Entertainer Lashonda Stewart's Profile, Charge Summary and Dance
19 Dollar Report, bates stamped as RR0109 through RR0112 ; and

20 9. Entertainer Danielle L. Lamar's Profile, Charge Summary and Dance
21 Dollar Report, bates stamped as RR0113 through RR0120.

22 In addition, Defendant has performed an extensive search of Defendant's
23 available records and has not found any records demonstrating that Plaintiff, Michaela
24



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1 **Divine and Plaintiff, Dirubin Tamayo auditioned or performed at Defendant's Crazy**
2 **Horse III club at any time after November 4, 2012.**

3 **Since Discovery is ongoing, Defendant reserves the right to supplement its**
4 **response to this Request.**

5
6 **REQUEST NO. 16:**

7 All documents reflecting tax payments by You on any money received by Dancers
8 for dances or other performances or services provided at Crazy Horse.

9 **RESPONSE TO REQUEST NO. 16:**

10 Defendant objects to this Request to the extent that Plaintiff seeks the
11 production of documents concerning any tax payments made by Defendant on any
12 money received for dances or other performances or services provided at Defendant's
13 Crazy Horse III club by Dancers who are not a named party in this action or for a
14 class of similarly situated Dancers that does not exist, that Plaintiff has not moved to
15 certify, and has not been certified by the Court. At the time of Plaintiff's Request,
16 Plaintiff consists of eleven (11) individually named Plaintiffs who allegedly were
17 formerly performed at Defendant's Crazy Horse III club. As such, Plaintiff's Request
18 is premature and Plaintiff is not entitled to the discovery of such information at this
19 time.
20
21

22 Defendant objects to this Request as irrelevant since the production of any
23 documents regarding any tax payments made or not made by Defendant reasonably
24 cannot lead to the discovery of actual admissible evidence as to Plaintiff's claims for
25 relief. Plaintiff's Third Amended Complaint only alleges that Plaintiff was an
26 employee of Defendant who worked as an erotic dancer at Defendant's Crazy Horse
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1 III club. *See generally*, Third Amended Complaint. As a result of this allegation,
2 Plaintiff asserts that Defendant is entitled to unpaid wages as prescribed by Nevada's
3 Minimum Wage Amendment. *See Id.*

4 Evidence of whether Defendant paid or did not pay taxes on moneys received by
5 Dancers cannot in any way operate to establish whether Plaintiff was an employee of
6 Defendant under Nevada law or whether Defendant failed to pay Plaintiff Nevada's
7 Minimum Wage as required by Nevada's Minimum Wage Amendment, which in
8 truth, are disputed facts central to Plaintiff's claims. As such, Plaintiff's Request and
9 its demand for the production of documents regarding any tax payments made by
10 Defendant on any moneys paid by Plaintiff to Defendant are irrelevant as such
11 documents cannot lead to the discovery of actual admissible evidence demonstrating
12 Plaintiff's allegations and claims for relief.

13 Defendant further objects to this Request as overbroad as to time and scope
14 since Plaintiff's Request seeks the production of documents from Defendant beyond
15 the two (2) year applicable statute of limitation. Pursuant to the Court's Order filed
16 on June 25, 2015, Plaintiff's claim for unpaid wages pursuant to Nevada's Minimum
17 Wage Amendment is subject to the two (2) year statute of limitation prescribed by
18 NRS 608.260. *See Order Granting in Part and Denying Part Defendant's Motion to*
19 *Dismiss and Granting Defendant's Motion to Strike Prayer for Exemplary and*
20 *Punitive Damages dated June 25, 2015.* Plaintiff filed a Complaint on November 4,
21 2014, which establishes a two (2) year statute of limitation on or after November 4,
22 2012. However, Plaintiff's Request seeks the production of documents from Defendant
23 beginning from November 4, 2010. As such, Plaintiff's Request seeks the production of
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1 documents far outside the prescribed two (2) year statute of limitation. Accordingly,
2 Plaintiff's Request is overbroad to the extent Plaintiff's Request seeks information
3 beginning from November 4, 2010, which is beyond the applicable two (2) year statute
4 of limitation.

5
6 Defendant further objects to this Request as irrelevant to the extent that
7 Plaintiff's Request seeks the production of documents from Defendant outside the
8 applicable two (2) year statute of limitation. As already stated above, Plaintiff's
9 Request seeks the production of "all documents" that that reflect tax payments by
10 Defendant on any money received by Dancers for dances or other performances or
11 services provided at Defendant's Crazy Horse III club commencing from November 4,
12 2010, which is well beyond the parameters of the applicable two (2) year statute of
13 limitation. Any information outside the applicable two (2) year statute of limitation is
14 irrelevant as such information regarding Defendant's ownership could not lead to the
15 discovery of actual, admissible evidence.
16

17
18 Since Discovery is ongoing, Defendant reserves the right to supplement its
19 response to this Request.

20 **REQUEST NO. 17:**

21 All documents supporting your denial of Paragraph 35 of Plaintiffs' Third Amended
22 Class Action Complaint.

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

24
25 Defendant objects to this Request as overbroad and unduly burdensome as
26 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents
27 seeking "all documents" that support Defendant's denial of Paragraph 35 of Plaintiff's
28



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-6568

1 Third Amended Complaint. As a matter of law, such a blockbuster Request for the
2 Production of Documents as served by Plaintiff is overbroad and imposes an undue
3 burden on Defendant. *See e.g., In re Datacom Sys.*, 2014 Bankr. Lexis 5348 *43 (D.
4 Nev. Bkr. July 25, 2014) (*citing Bat v. A.G. Edwards & Sons, Inc.*, 2005 U.S. Dist.
5 LEXIS 47995 *11 (D. Colo. Nov. 18, 2005); and *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186-
6 87 (D. Kan. 1997).

7
8 Defendant further objects to Plaintiff's Request as irrelevant and not likely to
9 lead to the discovery of actual, admissible evidence. Paragraph 35 of Plaintiff's Third
10 Amended Complaint alleges that the Defendant willfully refused to pay wages due and
11 payable to Plaintiff when demanded. Although Plaintiff has asserted this conclusory
12 allegation, none of Plaintiff's asserted claims are concerned or require a determination
13 of any "willful" act on the part of Defendant. *See generally*, Third Amended
14 Complaint. Instead, Plaintiff's has only asserted allegations and claims based on the
15 singular allegation that Plaintiff was an employee of Defendant who did not receive
16 Nevada's Minimum Wage for work performed at Defendant's Crazy Horse III club
17 allegedly in violation of Nevada's Minimum Wage Amendment. *See Id.* No "willful"
18 act on the part of Defendant is required for Plaintiff to demonstrate this claim or to
19 recover on such a claim. *See* NRS 608.260.

20
21
22 The only admissible evidence that Plaintiff's Request could lead to the discovery
23 of is whether Defendant had prior knowledge of its obligation to pay Nevada's
24 Minimum Wage to Plaintiff and "willfully" refused to do so. Such admissible evidence
25 can only be utilized as part of prayer for punitive damages. However, Plaintiff's
26 prayer for punitive damages has already been struck from Plaintiff's Complaint since
27
28



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1 a claim for the payment of Nevada's minimum wage does not sound it tort. *See Order*
2 *Granting in Part and Denying Part Defendant's Motion to Dismiss and Granting*
3 *Defendant's Motion to Strike Prayer for Exemplary and Punitive Damages dated June*
4 *25, 2015.* As such, no documents pertaining to Defendant's denial of Paragraph 35
5 would be admissible since Plaintiff has not asserted any claim or prayer that requires
6 such information. Therefore, Plaintiff's Request is irrelevant.

8 Defendant further objects to this Request as a "contentious" Request for the
9 Production of Documents. Discovery has just now commenced and likely will lead to
10 the discovery of facts that will support Defendant's denial of Paragraph 35. Defendant
11 need not provide supporting documents or facts for its denial at this time as N.R.C.P. 8
12 requires that Defendant provide an Answer to Plaintiff's Third Amended Complaint
13 when due. As such, Defendant's response to this Request should be deferred until
14 substantial discovery has been completed. *See e.g., In Re Convergent Technologies Sec.*
15 *Litig., 180 F.R.D. 328, 332-33 (N.D. Cal 1985).* At such time as discovery in this matter
16 is substantially completed, Defendant will supplement and amend its Response to this
17 Request.
18

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

22 **REQUEST NO. 18:**

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



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

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

11 Defendant further objects to this Request as a "contentious" Request for the
12 Production of Documents. Defendant is not required to provide supporting
13 documentation for its affirmative defenses at this time as such Affirmative Defenses
14 are required by N.R.C.P. 8 to be plead affirmatively or in the alternative, or be subject
15 to waiver. Discovery has just now commenced and likely will lead to the discovery of
16 facts that will support and/or narrow Defendant's affirmative defenses. As such,
17 Plaintiff's Request is premature and Defendant's response to this Request should be
18 deferred until substantial discovery has been completed. *See e.g., In Re Convergent*
19 *Technologies Sec. Litig.*, 180 F.R.D. 328, 332-33 (N.D. Cal 1985). At such time as
20 discovery in this matter is substantially completed, Defendant will supplement and
21 amend its Response to this Request.

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



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FAX: (702) 384-6568

1 **REQUEST NO. 19:**

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

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

5 See Defendant's Response to Request No. 18.

6 **REQUEST NO. 20:**

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

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

10 See Defendant's Response to Request No. 18.

11 **REQUEST NO. 21:**

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

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

15 See Defendant's Response to Request No. 18.

16 **REQUEST NO. 22:**

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

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

20 See Defendant's Response to Request No. 18.

21 **REQUEST NO. 23:**

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



24 MORAN BRANDON
25 BENDAVID MORAN
26 ATTORNEYS AT LAW

27 630 SOUTH 4TH STREET
28 LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-6568

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

2 **See Defendant's Response to Request No. 18.**

3 **REQUEST NO. 24:**

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

6 **RESPONSE TO REQUEST NO. 24:**

7 **See Defendant's Response to Request No. 18.**

8 **REQUEST NO. 25:**

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

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

12 **See Defendant's Response to Request No. 18.**

13 **REQUEST NO. 26:**

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

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

17 **See Defendant's Response to Request No. 18.**

18 **REQUEST NO. 27:**

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

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

22 **See Defendant's Response to Request No. 18.**



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1 **REQUEST NO. 28:**

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

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

5 See Defendant's Response to Request No. 18.

6 **REQUEST NO. 29:**

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

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

10 See Defendant's Response to Request No. 18.

11 **REQUEST NO. 30:**

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

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

15 See Defendant's Response to Request No. 18.

16 **REQUEST NO. 31:**

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

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

22 Defendant objects to this Request as overbroad and unduly burdensome as
23 Plaintiff's Request constitutes a blockbuster Request for the Production of Documents



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

10 Defendant further objects to this Request as a "contentious" Request for the
11 Production of Documents and is premature since Defendant's Counterclaims were only
12 asserted as contingency in the event that Plaintiff were deemed employees of Defendant
13 entitled to the payment of Nevada's Minimum Wage. Discovery has just now
14 commenced and Plaintiff has not in any way yet been deemed an employee of Plaintiff.
15 As such, Plaintiff's Request is premature and Defendant's response to this Request
16 should be deferred until substantial discovery has been completed and upon any
17 determination that Plaintiff was an employee of Defendant. *See e.g., In Re Convergent*
18 *Technologies Sec. Litig.*, 180 F.R.D. 328, 332-33 (N.D. Cal 1985). At such time,
19 Defendant will supplement and amend its Response to this Request.

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

24 **REQUEST NO. 32:**

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



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1 RESPONSE TO REQUEST NO. 32:

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

12
13 Defendant further objects to this Request as a "contentious" Request for the
14 Production of Documents and is premature since Defendant's Counterclaims and any
15 damages incurred as a result were only asserted as contingency in the event that
16 Plaintiff were deemed employees of Defendant entitled to the payment of Nevada's
17 Minimum Wage. Discovery has just now commenced and Plaintiff has not in any way
18 yet been deemed an employee of Plaintiff. As such, Plaintiff's Request is premature
19 and Defendant's response to this Request should be deferred until substantial
20 discovery has been completed and upon any determination that Plaintiff was an
21 employee of Defendant. *See e.g., In Re Convergent Technologies Sec. Litig.*, 180 F.R.D.
22 328, 332-33 (N.D. Cal 1985). At such time, Defendant will supplement and amend its
23 Response to this Request.
24
25

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



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BENDAVID MORAN
ATTORNEYS AT LAW

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PHONE: (702) 384-8424
FAX: (702) 384-6568

1 **REQUEST NO. 33:**

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

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

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

7 **REQUEST NO. 34:**

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

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

11
12 Please refer to Defendant's Response to Request No. 32.

13 **REQUEST NO. 35:**

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

16
17
18 ///

19 ///

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MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

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

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

3 DATED this 2nd day of May 2016.

4 **MORAN BRANDON BENDAVID MORAN**

5
6 /s/ Jeffery A. Bendavid, Esq.

7 **JEFFERY A. BENDAVID, ESQ.**

8 Nevada Bar No. 6220

9 630 South 4th Street

10 Las Vegas, Nevada 89101

11 (702) 384-8424

12 **KAMER ZUCKER ABBOTT**

13 /s/ Gregory J. Kamer, Esq.

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

15 Nevada Bar No. 0270

16 **KAITLIN H. ZIEGLER, ESQ.**

17 Nevada Bar No. 013625

18 3000 W. Charleston Blvd., #3

19 Las Vegas, Nevada 89102

20 (702) 259-8640

21 *Attorneys for Defendant*



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

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LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
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Entertainers Agreement

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

WITNESSETH

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

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

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

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

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

5. **DUTY OF LEGAL PERFORMANCES.** Entertainer agrees not to misrepresent any service of The Crazy Horse III; not to knowingly make any false or misleading statement to anyone. Entertainer acknowledges that said entertainer is aware that "Solicitation or the Act of Solicitation" is a crime. That any form of solicitation or prostitution either initiated by the Entertainer, the customer, or any person whosever constitutes a crime. That these actions ~~EXCEPTION WHEREAS NEVER WAS IN THE STATE OF NEVADA THE COUNTY OF CLARK, AND IT'S~~ of the facilities of The Crazy Horse III. Entertainer agrees to comply in all respects with the applicable laws, rules and regulations of the United States, the State of Nevada and the County of Clark in order to protect the name, liability, and good public reputation of The Crazy Horse III. Except, as expressly set forth above, The Crazy Horse III shall have no right or authority to determine the nature of the Entertainer's performance; all artistic aspects of the performance to be at the sole discretion of the Entertainer.
6. **RIGHT OF MONITORING AND INSPECTION.** The Crazy Horse III reserves the right
7. **UTILIZATION OF THE CRAZY HORSE III OF LAS VEGAS FACILITIES.** Entertainer will pay The Crazy Horse III a fee to be determined by The Crazy Horse III as compensation to The Crazy Horse III for Entertainer's use of any and all facilities of The Crazy Horse III utilized by Entertainer during performance of Entertainer's act(s) pursuant to this agreement.
8. **INDEMNITIES AND ASSUMPTION OF RISK.** Entertainer hereby releases holds harmless and indemnities The Crazy Horse III from and against any and all liabilities, cost, damage and expense and attorney's fees resulting from or attributable to any and all acts or omissions of acts of any type of nature by Entertainer hereunder while performing pursuant to this agreement. Further, Entertainer assumes all risk of damages to his or her person and equipment and any other person(s) that result or may result to Entertainer or any other part. This obligation by Entertainer regardless of when damages occur or claims for said damages are made.
9. **BINDING EFFECT.** This agreement shall be binding upon and shall insure to the benefit of the parties and their respective spouses, heirs, permitted assigns, successors, representatives and agents. This agreement shall constitute the only binding agreement between the parties, and all prior and contemporaneous verbal and or written agreements, correspondence and conversations shall be void.
10. **PRIOR EXPERIENCE.** Since the ability and quality of the act(s) performed by Entertainer is essential to the economic success of The Crazy Horse III, Entertainer covenants and warrant that he or she is an experienced entertainer who has performed successfully at other entertainment facilities.
11. **ASSIGNMENT PROHIBITED.** This agreement is personal to each of the parties hereto, and Entertainer may not assign or delegate any of his or her rights of obligations hereunder without first obtaining the prior written consent of The Crazy Horse III.

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

NOTICE

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

IN WITNESS WHEREOF, the parties have executed this agreement

This _____ day of _____, 20_____.

ENTERTAINER

SIGNATURE: _____

NAME: _____

ADDRESS, CITY, STATE AND ZIP: _____

THE GRAY HORSE II,
W RUSSELL ROAD
LAS VEGAS, NV 89118

RR0046

The Crazy Horse III

Release of Liability

LEGAL NAME: _____

STAGE NAME: _____

SOCIAL SECURITY NUMBER: _____

Entertainer hereby releases, holds harmless, and indemnifies The Crazy Horse III (herein referred to as "corporation") from and against any and all liabilities, cost, damage, expense and attorneys fee's resulting from or attributable to any and all acts or omission of acts of any type or nature by entertainer hereunder while performing pursuant to this agreement. Further, entertainer assumes all risks of damages to his or her person and equipment and to any other person(s) that results or may result to entertainer or ant other part. This obligation by entertainer to to indemnify and hold corporation harmless shall survive this agreement and shall apply to all damages resulting from act9s) by entertainer regardless of when damages occur or claims for said damages are made.

Date: _____

Signed: _____

Printed Name: _____

Approved By: _____

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

RR0047

EXHIBIT “3”

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.

6 APPEARANCES:

7 For Plaintiffs:

8 MORRIS ANDERSON
9 BY: LAUREN CALVERT, ESQ.
10 716 South Jones Boulevard
11 Las Vegas, NV 89107
12 (702) 333-1111
13 lauren@morrisandersonlaw.com

14 (Admitted Pro Hac Vice)

15 RUSING LOPEZ & LIZARDI, PLLC
16 BY: P. ANDREW STERLING, ESQ.
17 6363 North Swan Road
18 Suite 151
19 Tucson, AZ 85718
20 (520) 792-4800
21 asterling@rliaz.com

22 For Defendants:

23 MORAN BRANDON BENDAVID MORAN
24 BY: ADAM S. DAVIS, ESQ.
25 630 South Fourth Street
 Las Vegas, NV 89101
 (702) 384-8424
 (702) 384-6568 Fax
 A.Davis@MoranLawFirm.com

 THE VIDEOGRAPHER: BRIAN TREYWICK

1 I N D E X

2 WITNESS: KEITH RAGANO

3 EXAMINATION PAGE

4 Examination By Mr. Sterling 5

Examination By Mr. Davis 113

5 Further Examination By Mr. Sterling 115

Further Examination By Mr. Davis 117

6

7

8 INDEX TO EXHIBITS

9 EXHIBIT PAGE

10 Exhibit 1 Third Amended Notice of Taking 4

11 Video recorded Deposition of

12 Person Most Knowledgeable of

Defendant Russell Road Food And

13 Beverage, LLC

14 Exhibit 2 Requirements For Prospective 4

Dancers

15 Exhibit 3 Entertainers Agreement 4

16 Exhibit 4 The Crazy Horse III Gentlemen's 4

Club Entertainer Guidelines

17 Exhibit 5 The Crazy Horse III Entertainers 4

18 Rules

19 Exhibit 6 Crazy Horse III Gentlemen's Club 4

20 Credit Card Charge Guest

21 Declaration

22 Exhibit 7 Russell Road F & B Dance Dollar 4

23 Report

24 Exhibit 8 Various signs posted throughout 4

25 club

1 LAS VEGAS, NEVADA, WEDNESDAY, OCTOBER 5, 2016;

2 1:00 P.M.

3 -000-

4 (In an off-the-record discussion held prior to the
5 commencement of the deposition proceedings, counsel
6 agreed to waive the court reporter requirements under
7 Rule 30(b)(4) of the Nevada Rules of Civil Procedure.)

8 (Exhibit 1-8 marked.)

9

10 VIDEOGRAPHER: Today is October 5, 2016. This
11 begins the video deposition of Keith Ragano. The time
12 is approximately 1:00 p.m. We are located at
13 Ameritrene Executive Suites, 6130 Elton Avenue,
14 Las Vegas, Nevada 89107.

15 My name is Brian Treywick, court videographer
16 of Las Vegas Legal Video, located at 729 South Seventh
17 Street, Las Vegas, Nevada 89101.

18 This is District Court Clark County Nevada.
19 This is Case No. A-14-709372-C, in the matter of
20 Jacqueline Franklin, et al., plaintiffs, versus Russell
21 Road Food and Beverage, LLC, et al., defendants. This
22 video deposition is requested by the attorneys for the
23 plaintiffs.

24 Counsel and all present, please identify
25 themselves for the record.

1 MR. STERLING: Andrew Sterling and Lauren
2 Calvert for the plaintiffs.

3 MR. DAVIS: Adam Davis for the defendant.

4 VIDEOGRAPHER: The deponent may now be sworn
5 in by Michelle Ferreyra.

6 Whereupon,

7 KEITH RAGANO,
8 having been first duly sworn to testify to the truth,
9 the whole truth and nothing but the truth, was examined
10 and testified as follows:

11

12 THE WITNESS: Yes.

13

14 EXAMINATION

15 BY MR. STERLING:

16 Q. Good afternoon. Can you state your full name
17 for the record, please?

18 A. Keith William Ragano.

19 Q. And how do you spell your last name?

20 A. R-a-g-a-n-o.

21 Q. How old are you, Keith?

22 A. 40.

23 Q. And tell us briefly about your educational
24 background.

25 A. Graduated high school, went to CCRI,

1 Rhode Island Community College. Then left and got into
2 the bar business.

3 Q. I'm sorry, left and --

4 A. Got into the bar business.

5 Q. Into the bar business. So I take it you are
6 from the East coast?

7 A. Yes. Providence, Rhode Island.

8 Q. Providence, Rhode Island? Okay.

9 And about -- when did you get involved in the
10 bar business?

11 A. '95.

12 Q. And what -- what did you first do when
13 you -- when you started becoming involved in that line
14 of work?

15 A. Bartender, promoting, security.

16 Q. And what's your current job?

17 A. General Manager, Crazy Horse III.

18 Q. How long have you had that job?

19 A. Almost eight years. November 5th will be
20 eight years.

21 Q. Okay. My math is bad. When did you begin?

22 A. 2008.

23 Q. 2008.

24 Is there any reason why you remember that
25 anniversary of November 5th? What happened on that day

1 of 2008?

2 A. That was just the day I started there.

3 Q. And from that time to this, has your job title
4 always been General Manager?

5 A. I was the manager at first because I had to
6 get my key license.

7 Q. What's your -- what's a key license?

8 A. You have to have a key license to be a general
9 manager in the State of Nevada.

10 Q. And what -- what is a key license?

11 A. You're the licensed employer of the club.
12 Each one has to have one.

13 Q. What did you do before you were hired by Crazy
14 Horse?

15 A. I worked for Scores Las Vegas.

16 Q. Scores?

17 A. Scores.

18 Q. Scores?

19 A. Yes.

20 Q. And what did you do for them?

21 A. Manager.

22 Q. Is Scores a -- an exotic dance venue?

23 A. Yes.

24 Q. How long did you work for Scores?

25 A. Three years.

1 Q. Now, you understand we are here today to talk
2 about a lawsuit that's been brought by my clients,
3 women who have worked at Crazy Horse, and they're
4 bringing a lawsuit against Crazy Horse? You understand
5 that; right?

6 A. Yes.

7 Q. You don't have any legal background, do you?

8 A. No.

9 Q. You understand that the basic dispute here is
10 whether dancers at Crazy Horse are employees or not,
11 you understand that; right?

12 A. Yes.

13 MR. DAVIS: Objection as to form foundation.
14 You can answer.

15 BY MR. STERLING:

16 Q. Is that a yes?

17 A. Yes.

18 Q. And you understand that my clients claim that
19 they are and have been employees?

20 MR. DAVIS: Same objection. And calls for
21 legal conclusion.

22 You can answer.

23 THE WITNESS: Yes.

24 BY MR. STERLING:

25 Q. Let's just back up for a second. Have you

1 ever been deposed before?

2 A. Yes.

3 Q. Can you tell me a little about that?

4 A. That was for the federal case.

5 Q. Tell me about that case.

6 A. Same one.

7 Q. Excuse me?

8 A. Same one. Except on the federal.

9 MADAM REPORTER: Except what?

10 THE WITNESS: Federal.

11 BY MR. STERLING:

12 Q. And when were you deposed in connection with
13 that case?

14 A. I don't know the exact date. It was about a
15 month ago, little over a month ago.

16 Q. Okay. So that -- hopefully we can dispense
17 with some of the ground rules. Which you -- you
18 understand, basically, that you are here to talk about
19 what you know, the facts that you know based on your
20 experience with the club; right?

21 A. Yes.

22 Q. And your job is just to testify truthfully and
23 as accurately as you can, and answer my questions to
24 the best of your ability; right?

25 A. Yes.

1 Q. Is there any reason as you sit here today why
2 you -- you might not be able to testify truthfully or
3 accurately?

4 A. No.

5 Q. Feeling good and good health and things of
6 that nature?

7 A. Yes.

8 Q. Good.

9 I will hand you what's been marked as
10 Exhibit 1. And we got a couple of exhibits to go
11 through. This is just simply the notice of your
12 deposition, the reason why we're here today. So take
13 a -- just a quick look at that. Have you seen this
14 document before?

15 A. Yes.

16 Q. You -- you understand generally what a -- a --
17 a 30(b)(6) deposition is or a person -- that you've
18 been -- you understand you have been designated as the
19 person most knowledgeable for Crazy Horse in connection
20 with this deposition?

21 A. Yes.

22 Q. And you understand because of that,
23 essentially, you're testifying on behalf of the
24 defendant -- which is not Crazy Horse, but it's Russell
25 Road Food and Beverage, LLC, and so you are the human

1 face and voice of that entity. You understand that;
2 right?

3 A. Yes.

4 Q. Now, if you just take a quick look at the
5 second and third page, there's seven topics that we're
6 asking you to speak to. Can you just take a quick --
7 quick look at those seven topics? And let me know if
8 you may not be the person to talk to about any of those
9 seven topics.

10 A. Give me a break down of No. 1, of what you
11 actually want to know about that.

12 Q. I would say essentially just the relationship
13 between dancers and the club. Whatever -- you know,
14 the facts around the -- the relationship, what it means
15 to be a dancer, what they go through --

16 A. Okay.

17 Q. -- things of that nature.

18 A. Okay.

19 Q. So you would be a -- you'd be a good guy to
20 talk to about that?

21 A. Yes.

22 Q. Okay. So just to jump back real -- a second
23 to your background and the -- I guess we'd call it the
24 adult entertainment or exotic dance business. You
25 mentioned, you know, currently you are at Crazy Horse,

1 previously you were at Scores. Do you recall prior to
2 Scores?

3 A. Yes.

4 Q. Where were you at there?

5 A. Scores Chicago.

6 Q. Scores Chicago?

7 A. (Witness nods.)

8 Q. Also a similar exotic entertainment venue?

9 A. Yes.

10 Q. And prior to that?

11 A. Club Paradise in Las Vegas.

12 Q. Las Vegas?

13 Was there another club prior to that?

14 A. Out here, no.

15 Q. When did you start working for Club Paradise,
16 if you recall?

17 A. '98, '99.

18 Q. Okay.

19 A. And that's --

20 Q. So you have been involved in the business a
21 long time, it's fair to say?

22 A. (Witness nods.)

23 Q. Okay.

24 Now, are -- are you aware that in connection
25 with this lawsuit, your attorneys have produced a

1 substantial amount of documents relating to this
2 matter. Are -- are you aware of that?

3 A. Yes.

4 Q. Have you personally -- well, let me ask you
5 this: Were -- were you involved in helping your
6 lawyers prepare -- you know, find those documents and
7 assemble them?

8 MR. DAVIS: Objection as to form. And
9 foundation as to the documents. Vague and ambiguous.
10 You can answer.

11 THE WITNESS: Partly. My assistant general
12 manager did a lot.

13 BY MR. STERLING:

14 Q. Okay. Are -- are -- do you interface with the
15 lawyers on behalf of the club?

16 MR. DAVIS: Objection as to interface. Vague
17 and ambiguous.

18 THE WITNESS: As to what?

19 BY MR. STERLING:

20 Q. Well, in -- in -- so -- you know, so, for
21 example -- so we have got this process where we're
22 trying to -- including this deposition, where it's kind
23 of like a -- basically an exploration of facts, and
24 this is one of those parts. But another part would be
25 asking for documents. And so they're -- when I mean

1 interface is, you know, I deal with your attorneys,
2 your attorneys deal with, again, Russell Road.

3 A. (Witness nods.)

4 Q. And so I'm asking: Are you the person that
5 handles the communications with your lawyers on -- on
6 behalf of Russell Road?

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

9 THE WITNESS: I say yes and no. Also the
10 owner. The owner does a lot with them.

11 BY MR. STERLING:

12 Q. Okay. Have you done anything to prepare for
13 today's deposition, review of any documents, things
14 like that?

15 A. Yes.

16 Q. What -- what did you do?

17 A. Just plain stuff.

18 Q. What -- what did you -- did you -- what did
19 you look at, if you recall?

20 A. I looked at our agreements, rules, the case.

21 Q. Okay. Now, in an attempt to streamline
22 this -- you know, again, we're -- we're here to talk
23 about facts.

24 A. (Witness nods.)

25 Q. Your job is just to help us understand the

1 facts. And if I had to boil it down to one issue, it's
2 basically the -- how dancers are treated at the club,
3 what their experience is at the club. Now, the problem
4 is we have how that occurs today, how -- how the club
5 operates today. And then we go back, and -- and things
6 may have changed over time as you go further back.

7 A. (Witness nods.)

8 Q. And that can create confusion; so bear that in
9 mind. If -- I'm going to ask you some questions about
10 how the club operates, and we'll take today's date as
11 a -- as a starting point.

12 A. (Witness nods.)

13 Q. And then what we'll have to do is -- is -- is
14 ask and explore whether what you're -- how the club is
15 run today, if its any different, you know, if you go
16 back a year or two years. Okay?

17 A. (Witness nods.)

18 Q. Do you understand that basic idea?

19 A. Yes.

20 Q. Okay. Now, in terms of the timeframe, I spoke
21 with your -- your attorney before we went on record.
22 There's a dispute as to how far back matters. It
23 certainly doesn't go back further than November of
24 2010. And there's a dispute as to whether the time
25 period goes back to only 2012, November 2012, or if it

1 goes back another two years to November of 2010. And
2 that's a legal issue. But just to let you know,
3 we've -- we've agreed off the record -- and I will just
4 state it for the record -- that today we're going to
5 look at is how the club works today, going back to
6 November of 2012. Is that okay?

7 A. Yes.

8 Q. And, again, the -- the key -- the most
9 important thing from your point of view is to help me
10 understand if -- if things have changed during that
11 time or if they stayed the same with respect to
12 whatever we're looking at. Okay?

13 A. (Witness nods.)

14 Q. Okay. So in an effort to streamline this
15 and -- and kind of make good use of our time, I think
16 we can -- we can safely say that during that time
17 period, Russell Road has never treated its dancers as
18 employees; is that correct?

19 A. Yes.

20 Q. And so, therefore, they would have never have
21 been issued -- no W-2s would have ever been issued to a
22 dancer for her services; right?

23 A. Correct.

24 Q. Also during that time period, November 2012
25 through the -- the present, is it true that dancers had

1 paid a house fee each time they wished to work at the
2 club?

3 MR. DAVIS: Objection. Form and foundation as
4 to each individual named plaintiff.

5 You can answer if you know.

6 THE WITNESS: Yes. They pay a house fee or a
7 lease fee to use the building that night.

8 BY MR. STERLING:

9 Q. Do you call it a house fee or a lease fee or
10 either?

11 A. House fee.

12 Q. House fee? Okay.

13 And that's -- that house fee policy has been
14 in place since at least the 2012 period that we are
15 talking about?

16 A. Yes.

17 Q. When was the club -- was it founded in 2009;
18 is that right -- or set up?

19 A. The actual Crazy Horse?

20 Q. Yeah. The -- the -- the club as it exists
21 today, do you know when it was set up or when it --

22 A. I don't know the exact date.

23 Q. Okay.

24 Well, so you -- you were hired on November 5th
25 of 2008. Was that --

1 A. It was Penthouse then.

2 Q. It was Penthouse then? Okay.

3 So sometime after that --

4 A. It was sometime in -- in that 2000 area.

5 Q. And so, basically, the -- the name changed and
6 you revamped, and --

7 A. (Witness nods.)

8 Q. -- but same location?

9 A. Yes.

10 Q. Okay.

11 And I'll -- I'll refer to the relevant time
12 period as a shorthand of -- and when I say that, again,
13 I mean back to November of 2012 through the present.
14 Is that okay?

15 A. Yes.

16 Q. Okay. So we established during the relevant
17 time period no W-2s. Were there any 1099s during the
18 relevant time period that were issued for services to
19 the dancers?

20 A. No.

21 Q. Now, it's true to say during the relevant time
22 period that -- that dancers would make money either in
23 cash or I think what you called dance dollars by
24 performing at the club; is that right?

25 A. Yes.

1 Q. During the relevant time period, is
2 there -- was there any other way for dancers to make
3 money at the club?

4 A. No.

5 Q. Now, we'll talk in a minute about the policies
6 in more detail that the club has with respect to the
7 dancers. But is it fair to say during the relevant
8 time period that the club treats all the dancers
9 equally and applies the policies that it has equally to
10 all the dancers; is that a fair statement?

11 A. Yes.

12 Q. Let's -- let's talk a little bit about
13 the -- the company itself and the business side of it
14 before we get into the -- the -- the actual -- you
15 know, the day-to-day operations. So I think we said
16 already the -- the corporate entity is Russell Road
17 Food and Beverage, LLC; right?

18 A. Yes.

19 Q. And the club's name is -- is Crazy Horse III?

20 A. Yes.

21 Q. And that's out at 3525 West Russell Road?

22 A. Yes.

23 Q. And is the -- is there another corporate
24 office separate from that location for Russell Road,
25 the entity, that you know of?

1 A. Not that I know of.

2 Q. You basically understand what a -- a limited
3 liability company is? You have heard of that before?

4 A. Yes.

5 MR. DAVIS: Objection. Calls for legal
6 conclusion.

7 BY MR. STERLING:

8 Q. Do you know who the -- the members of that LLC
9 are?

10 A. No. Not all of them, no.

11 Q. Okay. You mentioned -- a little while ago you
12 talked about the owners. Who are the owners of -- of
13 Russell Road Food and Beverage?

14 A. I have to -- to --

15 MR. DAVIS: Objection. Form and foundation as
16 to the scope of the limited liability company. He's
17 already indicated in responses to interrogatories.

18 You can answer if you know.

19 THE WITNESS: I answer to Nando Sostilio.

20 MADAM REPORTER: I'm sorry?

21 THE WITNESS: Nando Sostilio is the managing
22 partner that I answer to.

23 BY MR. STERLING:

24 Q. Have you heard of a guy named Richard McCabe?

25 A. Yes.

1 Q. Who is that?

2 A. I heard he is part owner.

3 Q. And have you heard of a guy named Barry Arfa?

4 A. Yes.

5 Q. And who is that?

6 A. Barry used to own Penthouse.

7 Q. Do you think he is in any way connected with
8 Russell Road today?

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

11 THE WITNESS: Not that I know of.

12 BY MR. STERLING:

13 Q. Okay. And we have -- we have established that
14 you're General Manager. You're -- and so I -- I guess
15 that -- what would you -- how would you describe your
16 job function as General Manager of the club.

17 A. I oversee the day-to-day operations of all the
18 employees, management, marketing.

19 Q. Okay. And so let's -- let's break that down.
20 So I -- I would kind of envision -- yeah, so obviously
21 you're at the top, the GM. Who -- who are the managers
22 that work with you -- or under you, I would guess, at
23 the club?

24 A. My Assistant General Manager, Justin Lorham.
25 Then I have Skip Waugh.

1 Q. And I might ask you for spellings of these
2 last name, just to help our reporter here.

3 A. Some of them are tough.

4 Q. Oh, are they tough? Okay.

5 So we have Justin Lorham, L-o --

6 A. Lorham.

7 Q. How would you spell that last name?

8 A. L-o-r-h-a-m.

9 Q. Lorham. Okay.

10 A. Waugh, W-a-u-g-h.

11 Q. And what is -- what's Waugh -- is it Skip
12 Waugh?

13 A. Skip.

14 Q. What does -- what does he do?

15 A. Manager.

16 Q. Okay. Anyone else?

17 A. A list of the managers, is that what you are
18 asking?

19 Q. Well, how -- how -- how big is that list, do
20 you think?

21 A. About eight. Scotcha Hattie (phonetic).
22 Can't spell that one.

23 Q. Let me break it down. So, you know, I
24 mean -- so I understand -- so there's several managers
25 although -- so in -- in a -- in a corporate hierarchy,

1 they would be working with you -- I guess underneath
2 you and answering to you as the general manager; is
3 that basically right?

4 A. Yes.

5 Q. Okay. Is there a manager or a vice manager,
6 or assistant manager in charge of marketing for the
7 club?

8 A. We all handle the marketing as a team.

9 Q. Have you heard of a guy named David Poppas?

10 A. Yes.

11 Q. Is he still with the club?

12 A. No.

13 Q. Do you have a company e-mail?

14 A. Yes.

15 Q. Do you use it?

16 A. My personal?

17 Q. No. For -- for company business. Do you have
18 a company e-mail? And I think you said yes. By
19 company e-mail, I mean not a personal e-mail. So you
20 do have a company e-mail; is that correct?

21 A. Yes.

22 Q. And the second question was just, do you use
23 it in the course of business to communicate with
24 other -- I suppose other members of the -- of the
25 company or -- or otherwise?

1 A. Yes.

2 Q. Now, I think you mentioned that Nando Sostilio
3 is an owner. Is Nando actively involved in the club?

4 MR. DAVIS: Objection to form and foundation.
5 Calls for legal conclusion.

6 You can answer if you know.

7 THE WITNESS: Yes.

8 BY MR. STERLING:

9 Q. I -- I was looking at the website. The club
10 says it's open 24/7; is that correct?

11 A. Yes.

12 Q. What about like Christmas and stuff?

13 A. Open.

14 Q. 24/7, 365?

15 A. Correct.

16 Q. Has that -- has that been true for the -- for
17 the relevant period back to 2012, do you think?

18 A. Yes. There was one Christmas it did close.

19 Q. Okay. But it's -- but it's --

20 A. Yes.

21 Q. I have seen other clubs that are, you know,
22 more limited.

23 A. One time it might have been.

24 Q. Okay. I think you said -- so it's a team
25 effort in terms of marketing, but you -- you -- that

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. Are there any other house moms that are
2 working there today or that are there today?

3 A. Yes. What is her name? Barbara.

4 Q. And is the house mom an employee of the club?

5 MR. DAVIS: Objection. Calls for legal
6 conclusion.

7 You can answer.

8 THE WITNESS: No.

9 BY MR. STERLING:

10 Q. And so by that one indication of being and
11 employee would be paying a -- a W-2 salary. And so
12 that -- you are not aware of the house mom receiving
13 a -- any kind of salary from the club?

14 A. Correct.

15 Q. Okay. There are DJs at the club; right?

16 A. Yes.

17 Q. Are they employees of the club?

18 A. Yes.

19 MR. DAVIS: If we can just have a running
20 objection as to the employee, that way -- I appreciate
21 it.

22 BY MR. STERLING:

23 Q. Do you know approximately how many DJs the
24 club works with today?

25 A. Four to five.

1 Q. Focusing in the present now -- and I'm
2 thinking about the experience of a typical dancer at
3 the club today or yesterday. Other than the
4 individuals we have already mentioned -- the host, the
5 DJ, the house mom, servers, bartenders -- is there
6 anyone else that you think a -- a dancer's likely to
7 come into contact with as she goes through her day or
8 night at the club?

9 A. Yes.

10 Q. And who might that be?

11 A. Cashiers.

12 Q. Okay. And what do -- what do the cashier's do
13 for the club?

14 A. They take the cover charges and the dance
15 dollars.

16 Q. Cover charges would be from patrons coming in?

17 A. Correct.

18 Q. So these -- these would be people at the -- at
19 the front of the -- of the facility that -- that would
20 kind of handle customers coming in; is that right?

21 A. And one in the VIP room.

22 Q. And are the cashiers employees of the club?

23 A. Yes.

24 Q. If it's 24/7, how do you guys handle cleanup
25 at the club?

1 A. A cleaning crew comes in every morning.

2 Q. Is that -- are -- you know, that crew is
3 employed by the club?

4 A. As far as I know, yes. Jose Diaz handles
5 that.

6 Q. Is Jose Diaz a manager?

7 A. No. He's the maintenance guy. He's an
8 employee of the club.

9 Q. Does he handle all things generally related to
10 maintenance of the facility?

11 A. (Witness nods.)

12 Q. A broken chair or whatever, you call -- you
13 call Jose?

14 A. Yes.

15 Q. Are you aware that the club, through your
16 lawyers, has produced an Excel list of the names of
17 individuals who have worked at the club going back to
18 about November 2012 through August of this year?

19 A. Yes.

20 Q. Have you seen that Excel spreadsheet?

21 A. No.

22 Q. Do you happen to know how many individuals
23 were on that list, approximately?

24 A. No.

25 Q. Do you have any -- I'm assuming you wouldn't

1 have any reason to dispute the -- the -- whatever that
2 list says.

3 A. Correct. I have never seen it.

4 Q. Okay. I didn't print it out because it
5 was -- I mean, I don't have any use for it. But
6 would -- would you be -- I believe what it shows is
7 that from November 4, 2012, through August 4, 2016,
8 4,577 individuals at one time or another have worked as
9 a dancer at the club. Does that sound about right?

10 A. I do not know.

11 Q. Okay. Now, one of the things on -- I'm sorry,
12 do you -- you said you are aware of the -- the list,
13 but you actually -- you have never seen it either in
14 hard copy or on the --

15 A. No.

16 Q. You have not seen it?

17 A. (Witness shakes head.)

18 Q. You are familiar with the -- the -- the
19 categorization of -- of dancers as active or inactive?

20 A. Yes.

21 Q. And can you explain the difference?

22 A. Active is when they are working. Inactive is
23 when they're not working.

24 Q. Let me go back to that.

25 Do you have any idea of how many individuals,

1 as we sit here today, are classified -- or categorized
2 as active by the club?

3 A. No.

4 Q. Dancers at the club are female; right?

5 A. Yes.

6 Q. The club doesn't employee -- or sorry.

7 The club doesn't use male dancers; is that
8 right?

9 A. Correct.

10 Q. And that's true for the relevant time period?

11 A. Yes.

12 Q. Does the -- does the club use a program called
13 Club Tracks to -- to help manage its business?

14 A. Club Tracks is used to keep track of the
15 girls.

16 Q. And -- and so that -- that is used by Crazy
17 Horse, that system?

18 A. Yes.

19 Q. Do you know -- has that been used, Club
20 Tracks, throughout the relevant time period?

21 A. Yes.

22 Q. All right. I'd like to talk about the process
23 of becoming a dancer at the club, thinking about today
24 first?

25 A. (Witness nods.)

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 correct?

2 A. Yes.

3 Q. And that's -- that's a requirement listed on
4 this sheet?

5 A. Yes.

6 Q. And that would have been true throughout the
7 relevant time period?

8 A. Yes.

9 Q. It's important, I guess, for you to check the
10 age for obvious reasons?

11 A. Correct.

12 Q. Okay. And -- and it says here also a
13 Sheriff's card is required; is that correct?

14 A. Yes.

15 Q. And birth certificate if under 25?

16 A. No. That's with the Sheriff's Department, not
17 us.

18 Q. Okay. That -- that would be something they
19 would need in order to get the sheriff's card?

20 A. Yes.

21 Q. What does it -- what does it mean where it
22 says here, Referral needed, \$45?

23 A. That's how much they charge for the sheriff's
24 card, the State.

25 Q. The State charges that?

1 A. Yes. Or Metro.

2 Q. And what -- what does it mean -- what is a
3 referral, if you know?

4 A. An entertainer needs to have a referral from
5 the club, then they go to the sheriff's department with
6 the referral.

7 Q. Is that a piece of paper?

8 A. Yes.

9 Q. Is that -- that -- and, again, this process
10 has been true throughout the relevant time period?

11 A. Yes.

12 Q. Is it just a single sheet of paper or a stack
13 of documents or what?

14 A. Single sheet.

15 Q. Okay. And the -- the third thing I guess here
16 is it says: The -- the dancers must have a Nevada
17 business license; is that true?

18 A. Yes.

19 Q. And I guess on the sheet it's just a --
20 pointing them to how to go about getting that license?

21 A. Yes.

22 Q. Would this be something that might be -- if --
23 if a perspective dancer showed up at the club,
24 might -- would this be something that would be handed
25 out as an information guide or is it just something

1 that you had for management for your own purposes?

2 MR. DAVIS: Objection. Form and foundation.
3 Calls for speculation.

4 You may answer if you know.

5 THE WITNESS: Just so everybody understands
6 the process of what they need when they come in.

7 BY MR. STERLING:

8 Q. So you -- you mentioned women only. So I take
9 it that means obviously men are not eligible to dance
10 at the club; is that right?

11 A. I have never seen a gentleman come in and
12 audition.

13 Q. Could they?

14 A. I'm sure they could.

15 Q. You mentioned an audition. Can you describe
16 that process as it -- as it exists today?

17 A. As we went back, after they show all these,
18 sign up and audition sheet, they get dressed, the house
19 mom brings them out to a side stage, they get put up on
20 a side stage for one to three minutes. The manager
21 speaks to them, sits down, has a conversation with them
22 once they're dressed. That's the audition process.

23 Q. Is there a manager in charge of the auditions
24 today?

25 A. No.

1 Q. It's just -- would it be a manager or would it
2 be a -- a -- a host?

3 A. A manager.

4 Q. Now, I think in terms of the managers -- did
5 you want to -- did you have a rough guess as to how
6 many managers currently are at the club, including
7 yourself?

8 A. I would say eight.

9 Q. As General Manager, are -- are -- well, let's
10 just take this last week, for example. Do you spend a
11 lot of time in the club walking around in -- sort of in
12 the actual club or are you sort of back in a -- in a
13 corporate office somewhere?

14 A. I'm in the club.

15 Q. And how about your other managers, are
16 they generally -- generally also around in the club?

17 A. Yes.

18 Q. All right. Going back to the audition, we got
19 a one to three minute side stage performance. If the
20 manager or whoever is conducting the audition approves,
21 is it sort of an immediate, you're hired, now go to the
22 main stage, or how does that work?

23 MR. DAVIS: Improper hypothetical. Compound.
24 You can answer if you know.

25 THE WITNESS: No. They still have to pick a

1 name. Then they go over all the guidelines set by the
2 State. And then they get a tour of the facility.

3 BY MR. STERLING:

4 Q. Does the club today have a schedule as to when
5 auditions can occur?

6 A. No.

7 Q. Does it have a schedule for giving out or
8 going over guidelines and orientation for new dancers?

9 A. Right now, no.

10 Q. Right now it does not?

11 A. No, it does not.

12 Q. Do you have any idea what the -- what the fail
13 rate is for an audition?

14 A. No.

15 Q. I handed you -- well, if you just want to put
16 those to one side. I will hand you Exhibit 3. This,
17 again, is something that you guys have provided to us.
18 I'm guessing you have seen this before; is that right?

19 A. Yes.

20 Q. Now, if you'll -- if you just look through
21 this document with me, you will agree -- so there's
22 a -- it's entitled Entertainers Agreement; right? And
23 that seems to run for about -- for three -- three
24 pages?

25 A. Yes.

1 Q. And then there's a notice, do you have a
2 notice there?

3 A. Yes.

4 Q. And then there's just one more page, which is
5 a Release of Liability. Do you have that?

6 A. Yes.

7 Q. Okay. Would -- would this document be
8 presented to a dancer who was invited to work at the
9 club?

10 A. Yes.

11 Q. And I -- I understand from your attorneys that
12 there was a computer malfunction or problem -- problem
13 with respect to the individual signed copies. I -- I
14 think -- are you familiar with this -- this problem
15 that the club had?

16 A. Yes.

17 Q. Okay. And so you'll -- you'll see -- I think
18 this one is just a -- a -- an unsigned copy; right?

19 A. Yes.

20 Q. This is a form agreement?

21 A. Yes.

22 Q. Okay. Now, again, going back through the
23 relevant time period, do you know if this Entertainers
24 Agreement -- this exact Entertainers Agreement has been
25 used by the club throughout the relevant time period?

1 A. As far as I know, yes.

2 Q. Okay. Do you know who prepared this document?

3 A. No.

4 Q. So you are not aware of different versions
5 that might exist -- that might have been presented to
6 dancers during the relevant time period?

7 A. Not that I know of.

8 Q. Okay. And would it be a club policy -- well,
9 let's see. I don't see a -- a signature block here.
10 Would it be your understanding that -- that dancers
11 would sign this -- that this document would be signed
12 and retained by you guys?

13 MR. DAVIS: Objection. Misstates the document
14 according to RR0046.

15 You can answer if you know.

16 THE WITNESS: It seems like you just sign the
17 last two pages.

18 BY MR. STERLING:

19 Q. Okay. So this -- this doesn't look like
20 the -- so there -- you don't recall there being
21 anything underneath seen on the RR0045?

22 A. Yeah.

23 Q. Yeah, if you take a look at page 3, I guess
24 would be the last page of that. You see there it says
25 15 governing law, and then there's a blank space. But

1 I guess my question is here: If this -- does -- is
2 this the document that you would -- that you recollect
3 being given out to dancers? There wouldn't be anything
4 covered up there that you can recall?

5 A. Not that I know. I don't know.

6 Q. And so then we were talking then about 46, and
7 there's a spot there for a signature. And that would
8 be the entertainer; right?

9 A. Yes.

10 Q. And so this -- and then I -- I think -- I
11 understand this document would be uploaded in -- in
12 computer format and then that was the problem that you
13 had with the computers. So you were having trouble
14 getting the signed documents because of that problem;
15 is that -- does that sound right?

16 A. Yes.

17 Q. And then I guess we -- just -- just to finish
18 up, there's a release of liability that also has a
19 place there for a signature. And so I guess you would
20 also have the -- this would be filled out and would be
21 signed as well; is that correct?

22 A. Correct.

23 Q. Okay. Now, thinking -- so this -- and I'm
24 correct in understanding that if today this -- this is
25 the document still being used by the club for dancers?

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 for working there; right?

2 A. Correct.

3 Q. Okay. And the -- the only -- the question
4 that I had, though, is it -- is it goes on to say:
5 Also, responsibility and costs for providing the
6 operation of all equipment, apparatus, or devices used
7 by the entertainer in the performance of his or her
8 act. And I'm guessing that was -- it's going to be
9 her. Do you know what that means?

10 A. No. Not sure.

11 Q. So in your -- in your experience as GM, you
12 don't recall having -- seen a dancer bring in and use
13 equipment or apparatus in performing at the club?

14 A. This club, no.

15 Q. Okay. And then if you take a look at
16 page -- the second page in paragraph 7 --
17 unfortunately, the copy that we were provided with
18 is -- it looks like there's a formatting error in
19 terms -- you know, like the -- the lines -- the
20 photocopy is -- is -- is poor. But if you look at
21 paragraph 7, it talks about a fee. Do you -- do you
22 see that in paragraph 7?

23 A. Uh-huh -- yes.

24 Q. Is that the house fee we talked about?

25 A. Yes.

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 A. It goes 20, 40, 50, 60, and 80.

2 Q. And is that all keyed again to different
3 times -- times of working?

4 A. Yes. And that has changed over the years.
5 Different price -- pricing.

6 Q. Are you aware of a -- of a -- of a document
7 that's provided to dancers going over the fee schedule,
8 how that works for them?

9 A. A document?

10 Q. Yeah. A piece of -- you know, a --

11 A. Yeah, it sits right up at the hub when they
12 come in.

13 Q. Oh, so it's like an informational sheet or
14 informational --

15 A. Correct.

16 Q. Okay. How are you doing? Do you need to take
17 a break or you're good to --

18 A. I'm good.

19 Q. Okay.

20 Let's take a look at Exhibit 4. This is
21 entitled, Entertainer Guidelines. Again, this is
22 provided by you through your attorneys. Do you
23 recognize this document?

24 A. Yes.

25 Q. Is this something that might be distributed to

1 dancers at the club?

2 A. Yes.

3 Q. Is it currently today the -- the guidelines
4 that are distributed to dancers?

5 A. Yes, it has been. I think there's a newer one
6 that has been updated.

7 Q. Has -- has there been an entertainer
8 guidelines in place for the relevant time period?

9 A. Yes.

10 Q. So it's -- it's this document or something
11 pretty similar to it?

12 A. Yes.

13 Q. Okay. Do you know who prepared this document
14 originally?

15 A. No.

16 Q. And how would we -- would this be given
17 to -- well, today -- now, is this -- is this a document
18 that's printed off and given a hard copy to -- to
19 dancers?

20 A. This actual one or something like that?

21 Q. Well, something -- I guess we're saying that
22 there's -- this is entitled Entertainer Guidelines. So
23 you see here -- let's -- let's -- you'll see there's a
24 spot there for initials. Is -- would that be something
25 the dancer would initial there?

1 A. Yes.

2 Q. And you understand that -- is that the
3 practice of the club, to have dancers initial
4 Entertainer Guidelines?

5 A. Yes.

6 Q. Does the club keep copies of the initial
7 guidelines?

8 A. Yes.

9 Q. In hard copy or in electronic format, if you
10 know?

11 A. It was in the electronic format.

12 Q. Do you think those might have been affected by
13 the technical problem?

14 A. As far as I know, yes.

15 Q. Okay. And if you look -- if you look at
16 the -- the first sentence there, it mentions the -- the
17 purpose you -- I think you could say would be to
18 protect our license to serve alcohol and conduct
19 business as an entertainer venue. That's why it's
20 important to follow the guidelines. Is that your
21 understanding of what -- the purpose of these
22 guidelines?

23 A. Yes.

24 Q. So I'm guessing there's a -- there's a --
25 probably a lot of regulations and rules, and criminal

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 your -- by you through you're attorney. Do you
2 recognize this document?

3 A. Yes.

4 Q. If you take a look at the -- the second page
5 there, you will see a -- it looks like there's spots at
6 the top and the bottom for initials. Is -- is this a
7 document that is initialed by dancers at the club?

8 A. In the timeframe, yes.

9 Q. In the relevant time period we're talking
10 about?

11 A. Yes.

12 Q. Do you know who drafted these rules?

13 A. No.

14 Q. Do you happen to know if there's been any
15 changes in any of the rules that -- in this document
16 over the relevant time period?

17 A. There's been -- yeah, there's been changes.

18 Q. I'm sorry?

19 A. Yes, there's been changes. I don't think too
20 many people have pagers on them.

21 Q. I'm sorry?

22 A. I don't think too many people have pagers
23 anymore.

24 Q. Well, I should -- I should say -- do you -- do
25 you think -- so do you think there's a current version

1 where that's been deleted?

2 A. I'm sure that there's a lot that's been
3 updated. It just seems very, very old.

4 Q. So this may not be the one that's currently in
5 use, the version that's currently in use?

6 A. Some of it, yes.

7 Q. So this may not be the -- what I'm -- I
8 think -- I think I'm understanding you. This looks to
9 be an old version of the rules; is that correct?

10 A. It's the version. There's just some things
11 that need -- needed to be changed in it.

12 Q. Okay. And so you think those changes have
13 been made, and there might be a slightly updated
14 version that's basically the same that is in place
15 today; is that right?

16 MR. DAVIS: Objection. Form. Foundation.
17 You can answer if you know.

18 THE WITNESS: I think so, yes.

19 BY MR. STERLING:

20 Q. Okay.

21 Now, I -- I do need you to just -- quick -- to
22 review this document. Because my question to you is:
23 If there's any -- if you see anything here that is not
24 in fact a rule at your club today?

25 A. No. 7, No. 8.

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 THE WITNESS: I'm not sure. I'd have to see
2 it.

3 BY MR. STERLING:

4 Q. Okay. Next?

5 A. 11.

6 Q. Okay. Do not walk around with a cigarette or
7 cell phone. And what's wrong with that?

8 A. They have the cell phone.

9 Q. What about smoking?

10 A. They do smoke.

11 Q. Now, let's talk about cell phones first. You
12 mentioned that all of them have them. Would this
13 be -- would they be required to keep them in changing
14 room or they're -- they're having them -- they have
15 them on them as they're walking around doing their job?

16 A. They have them on them.

17 Q. I'm taking it -- so smoking's allowed in the
18 club; is that right?

19 A. Correct.

20 Q. And dancers are allowed to smoke just like
21 anyone else?

22 A. Yes.

23 Q. Okay. Next?

24 A. The rest seems about the same.

25 Q. Okay. And you looked at both pages there?

1 A. Yes.

2 Q. Okay. And --

3 A. On the -- on the guest, the cover charges do
4 change.

5 Q. Are guests currently -- is there a cover
6 charge for guests right now?

7 A. Yes.

8 Q. And has there been some sort of cover charge
9 throughout the relevant time period?

10 A. Yes.

11 Q. What about the -- you looked at the -- there's
12 some entertainment pricings here. Does that seem
13 up-to-date or accurate?

14 A. Yes.

15 Q. So now that we talked about some rules that
16 may no longer -- in -- in this document that may no
17 longer -- or are no longer in force -- now, coming back
18 to what you know, do you know if there is an updated
19 rules that is currently being used by the club that is
20 different from this one?

21 MR. DAVIS: Objection. Form and foundation.
22 Calls for speculation.

23 You can answer if you know.

24 THE WITNESS: No. I think this needs to be
25 updated.

1 BY MR. STERLING:

2 Q. Okay. Good. That clears up that.

3 A. I think this needs to be updated.

4 Q. Okay.

5 MR. STERLING: I need to take about a
6 two-minute break. Is that okay?

7 MR. DAVIS: Yeah.

8 MR. STERLING: Thanks.

9 VIDEOGRAPHER: The time is 2:11 p.m., and we
10 are going off the record.

11 (Off the record.)

12 VIDEOGRAPHER: The time is 2:18 p.m., and we
13 are back on the record.

14 BY MR. STERLING:

15 Q. I will ask you a couple more questions about
16 these entertainer rules you have in front of you. So
17 we -- we mentioned they might need to be updated and
18 there's some -- some rules that may be or are no longer
19 followed. Let's -- take -- take a look at rule No. 1
20 there. Make your stages, do not be late. Explain to
21 me what a -- what that means.

22 A. That means when they're called to stage, just
23 be considerate of the person that's already up there,
24 they want to get down.

25 Q. Okay. And by "stage," I'm -- I'm guessing

1 they're talking about a performance area?

2 A. Yes.

3 Q. And there's a -- a person calling the dancers
4 up to the stage; is that right?

5 A. Yes.

6 Q. And is that the DJ?

7 A. Yes.

8 Q. Okay. So how -- how does that -- so --
9 calling up process, what -- what are the -- what are
10 the rules about getting called up on stage? How does
11 it work?

12 A. It just goes off the Club Tracks from when
13 they check in.

14 Q. Okay. So each dancer checks in, and her name
15 pops into the system; is that right?

16 A. Yes.

17 Q. And then that information would go up to the
18 DJ?

19 A. He has a Club Track screen also.

20 Q. Okay. And -- and what does the DJ do with
21 that information?

22 A. He just goes down the list.

23 Q. Okay. And talk to -- what would -- what would
24 constitute a stage? So once a girl is -- is -- or
25 dancer is called up, what is -- what is her obligation

1 on the stage or what does she do on the stage?

2 MR. DAVIS: Objection. Compound. Vague and
3 ambiguous as to obligation. Calls for legal
4 conclusion.

5 You can answer.

6 THE WITNESS: Some girls climb the pole, some
7 girls just stand there, some girls dance. All depends
8 on the entertainer.

9 BY MR. STERLING:

10 Q. Is there a -- a set duration, time limit?

11 A. Depends on the time of the night.

12 Q. So let's talk then about the different time
13 limits, then. So during -- during the course of a
14 day -- so let me ask you this firstly. So is
15 this -- is it fair to call it sort of a rotation
16 schedule of the dancers who are in the club at that
17 time?

18 A. Yes. But also other dancers can go up if
19 asked. If a guest would like to see them, they can
20 approach a manager or -- and we'll put them up.

21 Q. Okay. But if that doesn't happen, there's
22 sort of like an automatic rotation that the DJ controls
23 for dancers that are in the club?

24 A. Yes. It just goes right down Club Tracks.

25 Q. Okay.

1 A. Club Tracks keeps track of it.

2 Q. And is that stage process in play 20 -- 24
3 hours of the day?

4 A. No.

5 Q. When is it -- when is there no -- when are
6 there no stages?

7 A. There's stages during the day when there's not
8 as many entertainers. They just go up when they want
9 to go up.

10 Q. Is that -- does the DJ kind of play it by ear
11 or is their a specific policy as to stage shuts down at
12 this time and commences again?

13 A. No. There's no set -- set times.

14 Q. So the -- the DJ kind of makes -- makes the
15 call?

16 A. And then sometimes during the day, there's not
17 a DJ there. There's just music playing.

18 Q. So to come back to the -- the parameters of
19 the stage performance, so you mentioned it -- it might
20 change based on the time of day. Can you -- can you
21 elaborate?

22 A. It might go from three songs to two songs.
23 And then later at night they do get split off the side
24 stages after the main stage.

25 Q. But if there -- if the stages -- if the system

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 A. Yes.

2 Q. And so -- on -- on the -- on the stage -- the
3 stage instructions here, at least as they're written
4 here, I would guess involve removing whatever coverings
5 they would have and so that by the end of the first
6 song, they would be down to the G-string; is that --
7 that's basically what the rule says here; right?

8 A. Yes.

9 Q. And but you said that in actual fact, dancers
10 kind of do their own thing when they're up there as a
11 matter of practice; is that right?

12 A. Yes.

13 Q. Now, have you recalled a dancer on stage that
14 doesn't get topless?

15 A. I have seen it, yes.

16 Q. When did you -- when do you recall last seeing
17 that?

18 A. I'm not sure.

19 Q. So is this -- we talked earlier about some
20 changes that might need to be made to update it. So
21 are you saying here that the -- the rule now actually
22 doesn't require stripping down to the G-string after
23 the first song?

24 MR. DAVIS: Objection as to time period. Form
25 and foundation.

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 they're no longer in the building.

2 Q. So -- I'm sorry?

3 A. So we know they're no longer in the building.

4 Q. And what -- what's the hub?

5 A. The backdoor, like coming in and out.

6 Q. Is there a cashier at the backdoor?

7 A. Yes.

8 Q. But that's -- that's just for the dancers?

9 A. Yes.

10 Q. Okay.

11 A. It's usually a gentleman.

12 Q. No gum, is that still a rule?

13 A. Not a lot of girls chew gum.

14 Q. Take a look at Rule 10. Well, let's start
15 with Rule 9. Drinking by the entertainers is allowed.
16 Is it -- is that still a -- a rule?

17 A. It's allowed, yes. As long as they're 21.

18 Q. Right.

19 A. And you have to be to 21 work there.

20 Q. And obviously being drunk, I can understand
21 that -- that would not be a good thing; right? So
22 that's still a rule?

23 A. Yes.

24 Q. Okay. Now, what about Rule 10, do not turn
25 down a drink. Does that mean if -- if a -- a dancer is

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 the relevant time period?

2 A. The relevant time period, yes.

3 Q. Okay. Do you know who sets these prices?

4 A. They were set when I got to the club.

5 Q. And have you -- ever been any discussion
6 amongst management about changing the prices?

7 A. On the minimums, yes, for the drinks.

8 Q. All right. Let's -- hold on a second here.

9 Okay. This is Exhibit 6, again, provided by
10 your club to us. It's just one page. Do you recognize
11 this form?

12 A. Yes.

13 Q. And its entitled, Credit Charge -- Credit Card
14 Charge Guest Declarations. Do you see that?

15 A. Yes.

16 Q. Is this something that's currently used by the
17 club?

18 A. Yes.

19 Q. Is this something that had been used by the
20 club during the relevant time period?

21 A. Yes.

22 Q. So it looks like this is a -- a form that
23 would be used if a patron decided to purchase dance
24 dollars; is that correct?

25 A. Dance dollars and also any bar tab -- any

1 drink tab over \$400.

2 Q. Okay. And -- and take a look on the
3 right-hand column, E. It mentions a surcharge of
4 15 percent of the purchase amount. Is -- is --
5 that's -- that's how it works today?

6 A. Yes. Those get charged to the guest.

7 Q. And that's -- has that been for the relevant
8 time period of 15 percent surcharge?

9 A. It was 10.

10 Q. Do you recall when it bumped up?

11 A. Not sure.

12 Q. But within the relevant time -- since 2012 you
13 think?

14 A. Yes.

15 Q. Okay. Do you recall who decided to bump it up
16 to 15?

17 A. It was a management -- we all discussed it in
18 management.

19 Q. Okay.

20 A. Just went with what other clubs were doing.

21 Q. Okay. This is Exhibit 7, I believe. This,
22 again, was provided by you guys to us, and it relates
23 to one of the -- the plaintiffs in this case, Ashley
24 Parkin. You can see her name is in the -- on the left
25 there.

1 A. Uh-huh.

2 Q. Is this a -- is this a Club Tracks report?

3 A. Yes.

4 Q. It's a -- I think you mentioned Club Tracks
5 has been in place for -- throughout the relevant time
6 period; right?

7 A. Yes.

8 Q. Let's set that one to the side for now.

9 Exhibit 8 is several documents. I don't know
10 that they're connected. I just stapled it to there.

11 A. Yeah.

12 Q. You know, just to -- if you just flip through
13 them again, these -- these are documents, again, we
14 just got from you guys and I am classifying them as
15 kind of posters or -- posters, I guess. If you want to
16 just take a look through there and see if you
17 recognize -- what have you.

18 Are -- are you -- have you seen these
19 documents before?

20 A. Some of them, yes. Most of them.

21 Q. Have you seen the page 1, have you seen
22 that -- that one before?

23 A. Yes.

24 Q. Do you recall where you saw it in -- is this
25 some -- is this a poster somewhere in the club or

1 displayed somewhere in the club?

2 A. Yes.

3 MR. DAVIS: Objection. Form and foundation.

4 BY MR. STERLING:

5 Q. Where do you recall seeing it?

6 A. Where they check in.

7 Q. Do you think it's still there today?

8 A. That I do not know. Because I don't know
9 where the missed stage fee would come from.

10 Q. Okay. Well, let's talk first about the -- the
11 30-minute check-in to floor time. Is that currently an
12 expectation of the club?

13 A. Yes. Because it will go into another time
14 slot for a different house fee.

15 Q. And the -- do you think that's a policy that
16 was in place for the relevant time period?

17 A. Yes.

18 Q. And then the second part here you mentioned it
19 said: Missing a stage will incur a missed stage fee.
20 Is that currently a policy in effect?

21 A. No. Because I don't charge for stage fees.

22 Q. Is that true throughout the relevant time
23 period?

24 A. Do not know. I would have to look into that.
25 I know I didn't.

1 Q. But there -- there was an off -- there was an
2 offstage fee that a dancer could choose to pay 40 bucks
3 if she wanted off of the list; is that right?

4 A. Yes.

5 Q. And to clarify, I think you -- you explained
6 the 30-minute time limit. What -- what was the -- what
7 was the -- what was the connection there? What was the
8 explanation?

9 A. It was usually in that 30-minute time bracket
10 at night, it will go into the next level of house fee.

11 Q. Okay. Take a look at the second page again.
12 They're -- they're not -- they's provided -- in -- in a
13 bundle. I just stapled them for ease of examination.
14 Do you recall seeing this sign -- or this document?

15 A. No. I remember seeing one that said they had
16 a -- we did an orientation on Tuesdays and Fridays, but
17 I did not see one that said they would not be able to
18 work until you complete orientation. We would never
19 let a girl not work if she didn't do an orientation.

20 Q. Okay. Take a look at the next page and tell
21 me if you have seen this one before. I think it's
22 dated maybe March 8th of 2014, it looks to me.

23 A. No, I do not.

24 Q. You don't recognize this one?

25 A. No.

1 Q. Is there currently a -- a -- some sort of time
2 limit to leave the floor after checking out with the DJ
3 at the club?

4 A. No.

5 Q. What does it mean when it says, Leave the
6 floor? What -- do you have any understanding of what
7 that might refer to?

8 A. To leave the main -- main area of the club and
9 head into the back -- to the dressing room.

10 Q. And, again, to reference, you -- so you --
11 you'll look into the missed stage fee. You don't -- as
12 far as you know, that's not a policy that you enforce
13 at the club?

14 A. No.

15 Q. And you're -- as you sit here today, you don't
16 know -- or you are not aware that that's been imposed
17 at the club?

18 A. Not that I know of. No, that should have
19 never been imposed.

20 Q. Okay. Skip to -- skip -- I think we talked
21 about this. You said, you know, typically they pay a
22 house fee when they show up, but sometimes you might
23 catch them at a later date. That seems to be what that
24 refers to there; right?

25 A. Yeah.

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 A. Correct.

2 Q. Okay.

3 A. Their license is their business license.

4 Q. Take a look at 122. That's the right one
5 there. Do you recognize seeing this document?

6 A. Yes.

7 Q. Is it currently at the club, do you -- do you
8 know?

9 A. Yes.

10 Q. Do you think it has been there throughout the
11 relevant time period?

12 A. Yes.

13 Q. And this is a -- this is a rule that is
14 expected to be followed or --

15 A. This is by Metro who has told us unless they
16 are on stage or doing a dance, they have to have their
17 tops on at all times.

18 Q. I'm sorry?

19 A. By Metro.

20 Q. Metro.

21 A. They have told us that if they do not have
22 their -- if they're walking through the club without a
23 top on, they can be cited.

24 Q. All right. Going back to the club today,
25 I -- just to clarify, dancers who have been -- they

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 A. The accountant.

2 Q. Who is the accountant?

3 A. Bob Lenson.

4 Q. How do you spell that last name?

5 A. L-e-n-s-o-n.

6 Q. Is he an employee, do you know?

7 A. Yes.

8 Q. Employee of -- of Russell Road?

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

11 You can answer if you know.

12 THE WITNESS: Part of Russell, yes. He's --
13 BY MR. STERLING:

14 Q. Does he have an office in the -- in that
15 building on -- on Russell Road?

16 A. Yes. But he also lives in Boston.

17 Q. But in terms of -- in terms of expenditures,
18 you are not involved in computing those numbers?

19 A. No.

20 Q. That's -- that's the accountant's job?

21 A. Yes.

22 Q. What about for marketing in a -- in a
23 given -- in a -- in a year, do you have any idea what
24 the club's marketing and advertising budget is?

25 MR. DAVIS: Objection. Outside the scope of

1 30(b)(6).

2 You can answer on your own behalf.

3 THE WITNESS: I'm not sure.

4 BY MR. STERLING:

5 Q. You are aware that the club engages in
6 marketing; right?

7 A. Yes.

8 Q. And I'm -- that probably involves some money,
9 you just don't know exactly?

10 A. Yes, it involves money. Yes.

11 Q. What about on the -- on the -- on the -- on
12 the -- on the income side, do you have an idea of what
13 the gross income of the club is, annual basis?

14 A. No, I don't handle that.

15 Q. Is that the accountant again?

16 A. Yes.

17 MR. DAVIS: Objection. Outside the scope of
18 the 30(b)(6) again.

19 You can answer if you know.

20 BY MR. STERLING:

21 Q. Do you know if the -- if the club makes money
22 on the transportation of patrons to the club, the
23 limos, things like that?

24 A. No, we do not. It's a free ride.

25 Q. Assuming it makes money on the sale of food

1 and beverages; right?

2 A. Yes.

3 Q. And you mentioned a cover charge. That's in
4 place; right?

5 A. Yes.

6 Q. And we talked about dance dollars surcharge,
7 15 percent to patrons, 10 percent to dancers; that's
8 right?

9 A. Yes.

10 Q. Okay. House fees from the dancers would be
11 income; right?

12 MR. DAVIS: Objection. Calls for legal
13 conclusion.

14 THE WITNESS: Yes.

15 BY MR. STERLING:

16 Q. And look -- looking online, it looked like
17 there was an option for patrons to purchase VIP
18 packages. Would you consider -- is that -- is that an
19 option that's available and constitutes income to the
20 club?

21 MR. DAVIS: Objection as to the term "income."
22 It calls for legal conclusion. Beyond the scope of
23 30(b)(6).

24 You can answer that on your own behalf if you
25 know, but it's not as a 30(b)(6).

1 THE WITNESS: People can book online packages.

2 BY MR. STERLING:

3 Q. Are there any -- other than the -- the
4 category that we've talked about, are you aware of any
5 other significant income sources for the club?

6 MR. DAVIS: Objection. Vague and ambiguous as
7 to significant. Compound. Calls for legal conclusion.

8 THE WITNESS: No.

9 BY MR. STERLING:

10 Q. Of the items we have discussed, do you have
11 any idea which -- which item might constitute the
12 largest source of revenue for the club on an annual
13 basis?

14 A. Alcohol.

15 Q. If we just look at this last year's income, do
16 you have any idea what percentage of gross revenue
17 alcohol sales would be?

18 MR. DAVIS: Objection. Outside the scope of
19 30(b)(6). Calls for speculation.

20 THE WITNESS: No, I do not.

21 MR. STERLING: I guess we have a
22 misunderstanding there, Counsel. For Item 6, it's kind
23 of what we're going for.

24 MR. DAVIS: I don't see anything dealing with
25 revenue within that designation anywhere.

1 MR. STERLING: I understand.

2 MR. DAVIS: And if you can point to it, then
3 I'll --

4 MR. STERLING: Well, administration of cash
5 flow income. So we're on the income piece of it now.

6 MR. DAVIS: Okay.

7 MR. STERLING: But, no, I -- I understand your
8 position. I'm just -- that's -- that's -- that's where
9 we are.

10 BY MR. STERLING:

11 Q. Do -- I am assuming -- well, let me ask you
12 this: Do -- do the dancers have a -- a changing room
13 of some sort where they -- when they first come into
14 the club to go and get ready to work?

15 A. Yes.

16 Q. Are there lockers in there?

17 A. Yes.

18 Q. Are they locked lockers or just sort of
19 cupboards where you can store stuff?

20 A. They can be locked.

21 MR. STERLING: Let's take a short break, if
22 that's okay.

23 VIDEOGRAPHER: The time is 3:01 p.m., and we
24 are going off the record.

25 (A short break was taken.)

1 VIDEOGRAPHER: The time is 3:10 p.m., and we
2 are back on the record.

3 BY MR. STERLING:

4 Q. Who's in charge in the club of what I would
5 call the ambience or the -- the -- the visual esthetic
6 of the club?

7 A. As in what?

8 Q. Well, just how it looks. You know,
9 what -- what chairs to -- to use, what the lighting
10 should be like. You know, I -- I call that like the
11 esthetics or the decor, or something like that.

12 MR. DAVIS: Objection. Compound. Form and
13 foundation.

14 You can answer.

15 THE WITNESS: Myself, the managers, Nando.

16 BY MR. STERLING:

17 Q. So today we've looked at -- I'm just going to
18 show you the -- the -- regarding Exhibit -- the
19 Entertainers Agreement, which is Exhibit 3. And we
20 have got the Entertainer Guidelines and the Entertainer
21 Rules. See those three documents? So we have got the
22 Agreement, the Guidelines, and the Rules. You have
23 those there?

24 A. Yes.

25 Q. And then we also have like a -- a bunch of

1 what look to be flyers that some you agree with, some
2 you don't, but they're -- they're there; right? So we
3 looked at that; right?

4 A. Yes.

5 Q. You recall looking at all these four exhibits?

6 Now, as you sit here today, can you think of
7 any other document that the club has put out or
8 produced that relates to the work of the dancers at the
9 club?

10 MR. DAVIS: Objection. Form. Foundation.
11 Calls for speculation.

12 You can answer if you know based on his
13 question.

14 THE WITNESS: Not that I know of.

15 BY MR. STERLING:

16 Q. We talked earlier about the technical
17 malfunction of the club. Is there -- is there a -- a
18 tech guy or a computer guy that is employed by the club
19 that is in charge of that?

20 MR. DAVIS: Objection as to form and
21 foundation. Outside the scope of the 30(b)(6). Not
22 reasonably calculated to lead to the discovery of
23 admissible evidence.

24 You can answer.

25 THE WITNESS: No.

1 BY MR. STERLING:

2 Q. There's not a tech guy that works at the club?

3 A. No. If anything, I think that Justin would.
4 Justin handles most of the tech stuff.

5 Q. As you sit here today, can you recall any
6 disciplinary issue that's come up with a dancer for any
7 reason where you're -- there's an issue, you are not
8 happy with what's going on with the dancer at the club?

9 MR. DAVIS: Objection. Form. Foundation.
10 Compound.

11 You can answer if you know.

12 THE WITNESS: Yes, there's been issues.

13 BY MR. STERLING:

14 Q. Is there -- is there a club policy about
15 creating a written record for an issue that might come
16 up with a dancer?

17 A. Goes in the Club Tracks.

18 Q. Okay. Can --

19 A. There's a notes portion on the -- each
20 entertainer.

21 MADAM REPORTER: I'm sorry?

22 THE WITNESS: There's a notes portion on each
23 entertainer.

24 BY MR. STERLING:

25 Q. Okay. I know there's been a lot of dancers in

1 a lot of years. But just looking back, are there any
2 instances of these notes that -- you know, some
3 examples of -- of discipline issues that may have
4 required a note in Club Tracks?

5 A. Any entertainer breaking the law.

6 MR. DAVIS: Objection. Form and foundation.
7 You can answer.

8 BY MR. STERLING:

9 Q. Breaking the law?

10 A. Yes.

11 Q. Any other -- any other come to mind?

12 A. No.

13 Q. Is there a place at or around the club for
14 dancers to park their cars when they come to work?

15 A. Yes.

16 Q. And is that just like outside the building
17 there within walking distance?

18 A. They can self-park or they can valet.

19 Q. Do you know how the house mom at the club
20 makes money?

21 A. On tips.

22 Q. Who would tip her?

23 A. Anybody from entertainers, the hosts,
24 bar-backs.

25 Q. And I think you -- you -- you came up with

1 two -- two house moms that currently work there in that
2 capacity; is that right?

3 A. Yes.

4 Q. And do you know how those house moms became
5 house moms?

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

8 You can answer.

9 THE WITNESS: They have been in the business
10 before. They were referred.

11 BY MR. STERLING:

12 Q. To who -- referred to who?

13 A. Myself and other managers.

14 Q. Do you know if there's anything in -- in
15 writing -- we're talking -- sorry.

16 Talking about the -- the -- back to the
17 audition that -- that individuals would go through
18 before becoming a dancer. Do you know if there's
19 anything in writing in terms of what the club is
20 looking for in terms of a successful audition?

21 A. No.

22 Q. Have you ever been the person to audition a
23 dancer at the club?

24 A. Yes. From time to time.

25 Q. Not a -- not a daily thing, but from -- you

1 said time to time?

2 A. (Witness nods.)

3 Q. What, for you, determines the success or
4 failure of the audition?

5 A. Their experience, where they have worked, how
6 they performed. Then when I have a conversation with
7 them, the dialect I have with them to see if they're a
8 good fit.

9 Q. I remember in the -- in the Entertainer
10 Agreement, if you -- if you have it. If you take a
11 look at the second page in 10 -- paragraph 10. Okay.
12 It mentions there -- this is to your point about having
13 experience. That the entertainer agrees that she's an
14 experienced entertainer who has performed successfully
15 at other entertainment facilities. Do you see that?

16 A. Yes.

17 Q. And the -- I think you mentioned that that
18 would be something that would be important for you to
19 accept an audition of a -- of an individual; is that
20 true?

21 MR. DAVIS: Objection. Misstates testimony.
22 You can answer.

23 THE WITNESS: That would be part of it.

24 BY MR. STERLING:

25 Q. Right. That's --

1 Are references required in order to -- to
2 dance at the club?

3 A. No.

4 Q. Do you require formal dance training, that
5 the -- the dancers have -- you know, completed some
6 formal dance training in their -- in their past?

7 A. No.

8 Q. Is it your -- well, have -- have you discussed
9 the audition process with other managers so you are
10 reasonably comfortable they're on the same page with
11 you if -- if they're giving the audition?

12 A. Yes. But I can't speak for them.

13 Q. But as General Manager, it's your -- it's your
14 understanding that, basically, you are looking for good
15 dancers, and everyone knows what a good dancer is,
16 based on your experience?

17 A. Yes.

18 Q. Okay. Has the club during the relevant time
19 period ever imposed a fee or charge if -- if a dancer
20 wants to leave early or -- pretty soon after she checks
21 in?

22 A. No.

23 Q. Again, we have been talking throughout the
24 entire day here about a time period of November 2012
25 through to the present. And I just want to give you an

1 opportunity here to think back during that time period
2 if there's anything -- any important differences that
3 you can think of that we haven't discussed today about
4 how the dancers are treated at the club.

5 MR. DAVIS: Objection as to form and
6 foundation. Calls for --

7 Well, you can answer.

8 THE WITNESS: Not that I can think of. Other
9 than some of the rules that we went over that I stated
10 were no longer in effect.

11 BY MR. STERLING:

12 Q. Have you heard of a guy by the name of Vinnie
13 Varaci or Varaci?

14 A. Varaci?

15 Q. V-a-r-a-c-i?

16 A. Varaci.

17 Q. Varaci, perhaps?

18 A. Yes.

19 Q. And is -- is -- is he with the club today?

20 A. No.

21 Q. Have you heard of a guy named Keith Ragano?

22 MS. CALVERT: That's him.

23 THE WITNESS: That's me.

24 BY MR. STERLING:

25 Q. Have you heard of a guy who hasn't had enough

1 coffee?

2 A. I know exactly who Keith Ragano is. That I
3 could tell you.

4 Q. But do you? Do you?

5 He pulls off a mask. One of the only greatest
6 hits.

7 Coming back to that point about the house mom
8 with the referral, I got the names here. And I -- so
9 one of them was Connie. Do you -- do you recall -- and
10 I think you said she had been -- been with you about
11 four years. Do you recall who referred her to the
12 club?

13 A. A friend of a friend.

14 Q. A friend of a friend of yours?

15 A. Mine and a few other people there, yes.

16 Q. Do you -- do you know where she was before
17 Crazy Horse?

18 A. No.

19 Q. Okay. And what about Barbara, do you know her
20 last name?

21 A. No, I don't know her last name.

22 Q. Okay. And you -- so you know -- do you know
23 who referred her to the club?

24 A. One of the other house moms that's not there
25 anymore.

1 Q. And as you sit here today, do you
2 know -- those are the only two house moms that have
3 worked there during the relevant time period or there
4 might be others that you just can't recall?

5 A. Jerilynn Coles.

6 Q. I'm sorry?

7 A. Jerilynn.

8 Q. And how -- how do you spell her last name?

9 A. C-o-l-e-s.

10 Q. She's no longer there?

11 A. No.

12 Q. She was there, you think, during the relevant
13 time period?

14 A. Yes.

15 Q. Any others?

16 A. Not that I can think of.

17 Q. Okay. And when did Jerilynn stop working for
18 the -- well, working as a house mom?

19 A. Start or stop?

20 Q. Stop.

21 A. I'd say seven, eight months ago.

22 Q. Do you recall why she left?

23 A. She went to work somewhere else --

24 Q. Do you know where she --

25 A. -- as far as I know.

1 Q. Do you know where she went?

2 A. Sophia's.

3 Q. Do you know if she left because she wanted to
4 go or was there -- was there a problem with her, if you
5 know?

6 A. There was a few issues.

7 Q. What are the issues?

8 A. She had issues with some of the entertainers.

9 Q. Disagreements?

10 A. Just not being nice.

11 Q. So did you ask her to leave?

12 A. Yes.

13 Q. How long do you think she had been at the
14 club?

15 MR. DAVIS: Objection. Asked and answered.

16 You can answer if you know.

17 THE WITNESS: Five, six years.

18 BY MR. STERLING:

19 Q. Do you know if you ever -- if you ever had any
20 transgendered dancers at the club?

21 A. Not that I know.

22 Q. Is there an age limit for dancers at the club?

23 A. They have to be 21.

24 Q. What about on the upper end?

25 A. No.

1 Q. Would age be a factor in the audition process?
2 Would it be possible that someone's just too old for
3 the -- for the job?

4 A. It all depends on how they performed and how
5 they talked. There's some very attractive older women.

6 Q. So it's -- it's a package thing?

7 A. (Witness nods.)

8 Q. Okay. Are you aware of a -- of a -- of a
9 document -- well, I think we talked about with the
10 house fees, there's a -- there's a document that the
11 dancers can see when they check in as to what -- as to
12 the house fee schedule; is that right?

13 A. Yes.

14 Q. I had a question about the Entertainer
15 Guidelines. The one right there, yeah. If you take a
16 look at -- excuse me, page 51.

17 A. (Witness complies.)

18 Q. Point 5 there, we talked -- I guess this is a
19 topic called hustling definitions, and the fifth topic
20 there is -- is insisting a guest must pay for any
21 service or product other than those which are clearly
22 authorized by the club. Is that a current accurate
23 statement -- part -- for -- a dancer guideline that the
24 club has?

25 A. Yes. They shouldn't be asking for anything

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 Snacks.

2 Q. So like one of the -- the fancy toilets, they
3 have a guy at the front with like a little --

4 A. Exactly.

5 Q. Okay.

6 A. Mints.

7 Q. Mints, yeah.

8 A. Perfume.

9 MR. STERLING: I think we could be done.
10 Let's take a two-minute break. I will just take my
11 notes. And -- and we'll -- if -- if we're done, we're
12 done, but we will come back on the record and close it
13 out.

14 VIDEOGRAPHER: The time is 3:35 p.m., and
15 we're going off the record.

16 (A short break was taken.)

17 VIDEOGRAPHER: The time is 3:45 p.m., and we
18 are back on the record.

19 BY MR. STERLING:

20 Q. Quick question about the Entertainer
21 Agreement. If you will take a look at the -- the
22 second page, Point 11. It talks about assignment
23 saying, you know, basically, if it -- if you give a
24 dancer a license, she can't just hand it off to her
25 friend. Is that an accurate statement of how it works

1 at the club?

2 A. Well, yes. They have -- their business
3 license and Sheriff's cards are under their name.

4 Q. But, I mean, just this -- well, if -- if you
5 and her -- if you have an agreement with an
6 entertainer, and she signs this, it's your
7 understanding -- she couldn't then go ahead and say,
8 Actually, I don't want to do it. I'm going to have my
9 friend -- she can do it for me. That wouldn't be okay
10 with you; right?

11 A. I wouldn't -- I have never seen it happen.
12 So --

13 Q. Okay.

14 A. -- I really can't give you an answer.

15 Q. Okay.

16 A. A truthful answer.

17 Q. Generally speaking, is it fair to say that
18 dancers help the club make money?

19 A. They are part of it, yes.

20 Q. They attract men probably mostly to the club;
21 is that fair to say?

22 A. They do, yes. Our marketing and everything
23 else we do drives a lot of business through the doors.

24 Q. Would you say your marketing emphasizes the
25 fact that there are pretty women at the club?

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 for that arrangement; right?

2 A. Uh-huh.

3 Q. Are you aware of the dancers contributing to
4 any part of that rent payment, directly?

5 A. Directly?

6 Q. Uh-huh.

7 A. Other than house fees, no.

8 Q. Okay. Which go to the club, and then the club
9 would pay the rent?

10 A. (Witness nods.)

11 Q. Okay. Dancers aren't directly responsible for
12 paying wages of any employee at the club, are they?

13 A. No.

14 Q. Okay. And dancers aren't responsible for
15 repairing or maintaining the club in its clean
16 condition?

17 A. No.

18 Q. Okay. They aren't responsible for buying food
19 and beverages?

20 A. No.

21 Q. Have you ever discussed with the owner
22 treating your employees as -- as -- treating the
23 dancers as employees?

24 MR. DAVIS: Objection as to form and
25 foundation with regard to owner and relation to the

1 owner is an LLC, given its legal definition.

2 MR. STERLING: Let me clarify it.

3 MR. DAVIS: You can answer if you know.

4 MR. STERLING: Let me clarify that.

5 BY MR. STERLING:

6 Q. We talked about Nando Sostilio as -- as one
7 the owners of the LLC; right?

8 MR. DAVIS: Okay. That -- and I'll just
9 object. That's incorrect, based on both previous
10 discovery responses as well as testimony.

11 But you can answer if you know.

12 BY MR. STERLING:

13 Q. Well, let's -- let's back up yet again.

14 The purpose -- the point is to be clear.
15 We're not -- you know, we're -- that's -- we both share
16 the same goal, to be clear and -- and -- and understand
17 what the -- what the facts are. So -- so who's Nando?

18 A. Nando is who I answer to. He's one of the
19 managing partners of the club --

20 Q. Okay.

21 A. -- in Las Vegas.

22 Q. Okay. And I think you mentioned he has a
23 pretty active role with you in the day-to-day
24 operations of the club; is that right?

25 A. Yes.

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 they're free to work in any other job that they want;
2 correct?

3 A. Yes.

4 Q. And regarding ownership interest, you are not
5 aware of the ownership interest in terms of the legal
6 relations amongst the LLCs involved in Crazy Horse III
7 or Russell Road Food & Beverage; is that correct?

8 A. Correct.

9 MR. DAVIS: That's all the questions I have.
10 I appreciate your time.

11 MR. STERLING: Just one follow up --
12 follow-up.

13

14 FURTHER EXAMINATION

15 BY MR. STERLING:

16 Q. You were just asked briefly about the -- the
17 method and manner, you know, of how -- what dancers do
18 when they're doing what they do.

19 A. (Witness nods.)

20 Q. And I want to just connect that back to the
21 audition process. I think -- so what I understand you
22 are saying is when someone auditions, either they have
23 what it takes or they don't. And that's based on your
24 experience in the industry and what you think is going
25 to work for the club; is that right, at the audition

1 process?

2 A. Yes.

3 Q. And if they don't have what it takes as you
4 see it for the club, then you would give them a thumbs
5 down and you wouldn't go forward with them at that
6 time; is that right?

7 A. Yes.

8 Q. And have you ever been wrong where, you know,
9 I think you said it's like a two or three-minute
10 audition, you give them a thumbs up, and then they
11 start working and you're like, biggest mistake of my
12 life. And you've had to kind of, you know -- kind of
13 say, basically, this is not going to work out?

14 A. Yes.

15 Q. So it's fair to say that there's a realm of
16 sort of what -- what you would view as acceptable in
17 terms of what -- in terms of dancers that are going to
18 work with the club, I guess as GM that's your call.
19 And sometimes dancers are in that realm, and if they're
20 not they're not?

21 A. Correct.

22 MR. STERLING: Thank you.

23 MR. DAVIS: Just one quick follow-up.

24 FURTHER EXAMINATION

25 \\\

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 (Thereupon, the deposition concluded at
2 3:59 p.m.)
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CERTIFICATE OF DEPONENT

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I, KEITH RAGANO, deponent herein, do hereby certify and declare under the penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected and do hereby affix my signature to said deposition.

KEITH RAGANO, Deponent

CERTIFICATE OF REPORTER

STATE OF NEVADA)
COUNTY OF CLARK)

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

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

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

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



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