

1 50. Answering Paragraph 50, Western Property admits that it never paid any wages of any  
2 kind to any exotic dancers who currently perform, or who have ever performed, at  
3 Cheetah's, but denies that it was required to do so by the Minimum Wage Amendment  
4 because such exotic dancers are independent contractors who are not entitled to wages.  
5 Additionally, Western Property states that exotic dancers at Cheetah's received service  
6 charges, that these service charges were not tips or gratuities, and that these service  
7 charges were sufficient to satisfy any putative minimum wage that Western Property  
8 allegedly owes or owed to exotic dancers.  
9

10 51. Western Property denies the allegations of Paragraph 51 of Plaintiffs' First Amended  
11 Complaint.  
12

13 52. Western Property denies the allegations of Paragraph 52 of Plaintiffs' First Amended  
14 Complaint.  
15

16 53. Western Property admits that it does not acknowledge the alleged "employee status" of  
17 exotic dancers who perform at Cheetah's. Western Property denies all remaining  
18 allegations of Paragraph 53 of Plaintiffs' First Amended Complaint.  
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20 54. Western Property denies the allegations of Paragraph 54 of Plaintiffs' First Amended  
21 Complaint.  
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23 55. Western Property denies the allegations of Paragraph 55 of Plaintiffs' First Amended  
24 Complaint.  
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26 56. Western Property denies the allegations of Paragraph 56 of Plaintiffs' First Amended  
27 Complaint.  
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57. Western Property denies the allegations of Paragraph 57 of Plaintiffs' First Amended  
Complaint.  
///

1 58. Western Property denies the allegations of Paragraph 58 of Plaintiffs' First Amended  
2 Complaint.

3 **WHEREFORE**, Western Property prays that this Honorable Court DENY all relief which  
4 Plaintiffs request in their first cause of action.

5 **SECOND CAUSE OF ACTION**

6  
7 59. Western Property incorporates the foregoing responses as though fully set forth herein.

8 60. Answering Paragraph 60, Western Property denies that any exotic dancer who currently  
9 performs, or who has ever performed, at Cheetah's, has rendered services to Western  
10 Property. Western Property further expressly denies that any services of exotic dancers  
11 were rendered as "employees." Western Property is without knowledge or information  
12 sufficient to form a belief as to the truth of the allegations in Paragraph 60 of Plaintiffs'  
13 First Amended Complaint, and, therefore, denies the allegations.

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15 61. Western Property denies the allegations of Paragraph 61 of Plaintiffs' First Amended  
16 Complaint.

17 62. Answering Paragraph 62, Western Property admits that it has never paid wages to any  
18 exotic dancers who currently perform, or who have ever performed, at Cheetah's, but  
19 denies it was required to do so by statute because such exotic dancers are not  
20 "employees" of Western Property and further such exotic dancers are independent  
21 contractors of Defendant La Fuente. Additionally, Western Property states that that  
22 exotic dancers at Cheetah's received service charges, that these services charges were not  
23 tips or gratuities, and that these service charges were sufficient to satisfy any putative  
24 minimum wage allegedly owed to any exotic dancers.

25  
26 63. Western Property denies the allegations contained within Paragraph 63 of Plaintiffs' First  
27 Amended Complaint.  
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1 64. Western Property denies the allegations of Paragraph 64 of Plaintiffs' First Amended  
2 Complaint.

3 65. Western Property admits that it does not acknowledge the alleged "employee" status of  
4 exotic dancers who perform at Cheetah's. Western Property denies all remaining  
5 allegations of Paragraph 65 of Plaintiffs' First Amended Complaint.

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7 66. Western Property denies the allegations of Paragraph 66 of Plaintiffs' First Amended  
8 Complaint.

9 67. Western Property denies the allegations of Paragraph 67 of Plaintiffs' First Amended  
10 Complaint.

11 68. Western Property denies the allegations of Paragraph 68 of Plaintiffs' First Amended  
12 Complaint.

13 69. Western Property denies the allegations of Paragraph 69 of Plaintiffs' First Amended  
14 Complaint.

15  
16 70. Western Property denies the allegations of Paragraph 70 of Plaintiffs' First Amended  
17 Complaint.

18 **WHEREFORE,** Western Property prays that this Honorable Court DENY all relief  
19 which Plaintiffs request in their second cause of action.

20  
21 **THIRD CAUSE OF ACTION**

22 71. Western Property incorporates the foregoing responses as though fully set forth herein.

23 72. Answering Paragraph 72, Western Property admits that Defendant La Fuente terminated  
24 the independent contractor relationship with some exotic dancers who previously  
25 performed at Cheetah's, and that other exotic dancers voluntarily stopped performing at  
26 Cheetah's, but denies that this was a termination or resignation "of employment."  
27 Western Property denies that there was any employment relationship between Plaintiffs  
28

1 and Western Property. Western Property is without knowledge or information sufficient  
2 to form a belief as to the truth of the remaining factual allegations in Paragraph 72 of  
3 Plaintiffs' First Amended Complaint and, therefore, denies the allegations.

4 73. Western Property denies the allegations of Paragraph 73 of Plaintiffs' First Amended  
5 Complaint.

6  
7 74. Answering Paragraph 74, Western Property denies that it was required to make any  
8 payments to exotic dancers within the time period required by NRS 608.020-50. Western  
9 Property denies all remaining allegations contained within Paragraph 74 of Plaintiffs'  
10 First Amended Complaint.

11 75. Western Property denies the allegations of Paragraph 75 of Plaintiffs' First Amended  
12 Complaint.

13 76. Western Property denies the allegations of Paragraph 76 of Plaintiffs' First Amended  
14 Complaint.

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16 77. Answering Paragraph 77, Western Property admits that it does not acknowledge the  
17 alleged "employee" status of exotic dancers who perform at Cheetah's. Western Property  
18 denies all remaining allegations of Paragraph 77 of Plaintiffs' First Amended Complaint.

19 78. Western Property denies the allegations of Paragraph 78 of Plaintiffs' First Amended  
20 Complaint.

21 79. Western Property denies the allegations of Paragraph 79 of Plaintiffs' First Amended  
22 Complaint.

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24 80. Western Property denies the allegations of Paragraph 80 of Plaintiffs' First Amended  
25 Complaint.

26 81. Western Property denies the allegations of Paragraph 81 of Plaintiffs' First Amended  
27 Complaint.  
28

1 82. Western Property denies the allegations of Paragraph 82 of Plaintiffs' First Amended  
2 Complaint.

3 **WHEREFORE**, Western Property prays that this Honorable Court DENY all relief which  
4 Plaintiffs request in their third cause of action.

5  
6 **FOURTH CAUSE OF ACTION**

7 83. Western Property incorporates the foregoing responses as though fully set forth herein.

8 84. Western Property denies the allegations of Paragraph 84 of Plaintiffs' First Amended  
9 Complaint.

10 **WHEREFORE**, Western Property prays that this Honorable Court DENY all relief which  
11 Plaintiffs request in their fourth cause of action.

12 **AFFIRMATIVE DEFENSES**

13 **FIRST AFFIRMATIVE DEFENSE**

14  
15 The First Amended Complaint in this civil action fails to state a claim for which relief  
16 can be granted.

17 **SECOND AFFIRMATIVE DEFENSE**

18 Western Property was never the "employer" of any exotic dancers who currently dance,  
19 or who have ever danced, at Cheetah's Las Vegas or the New Cheetahs Gentleman's Club  
20 ("Cheetah's"), as the term "employer" is defined by the Nevada Wage and Hour Law ("NWHL")  
21 or Article 15, Section 16 of the Constitution of the State of Nevada ("Nevada Constitution").  
22

23 **THIRD AFFIRMATIVE DEFENSE**

24 No exotic dancers who currently dance, or who have ever danced, at Cheetah's were  
25 ever Western Property's "employees" as that term is defined by the NWHL or Article 15,  
26 Section 16 of Nevada Constitution.  
27  
28

1 **FOURTH AFFIRMATIVE DEFENSE**

2 Any claims by exotic dancers who currently dance, or who have ever danced, at  
3 Cheetah's are barred in whole or in part by the applicable statute of limitations.

4 **FIFTH AFFIRMATIVE DEFENSE**

5 Punitive or exemplary damages are not appropriate to the extent that the claims asserted  
6 in the First Amended Complaint sound in contract and not in tort.

7 **SIXTH AFFIRMATIVE DEFENSE**

8 The claims asserted in the First Amended Complaint should not proceed as a class action  
9 to the extent that the factual and legal issues will not be similar to all members of the putative  
10 class, and to the extent they seek to assert or recover on claims on behalf of individuals who are  
11 not fairly representative of the class as required by N.R.C.P. 23.

12 **SEVENTH AFFIRMATIVE DEFENSE**

13 Because there is no named or representative Plaintiff in this case, no representative  
14 Plaintiff can fairly and adequately protect the interests of the entire class of Plaintiffs, as required  
15 by N.R.C.P. 23(a).

16 **EIGHTH AFFIRMATIVE DEFENSE**

17 No exotic dancers who currently dance, or who have ever danced, at Cheetah's are  
18 entitled to pursue a claim of attorneys' fees against Western Property because no such dancers  
19 made a written demand on Western Property for a sum not exceeding the amount of wages due at  
20 least five days before filing this civil action, as required by N.R.S. § 608.140.

21 **NINTH AFFIRMATIVE DEFENSE**

22 At all relevant times, to the extent it is subject to the NWHL or Article 15, Section 16 of  
23 the Nevada Constitution, Western Property acted in good faith reliance upon its interpretation of  
24 these laws.

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**TENTH AFFIRMATIVE DEFENSE**

At all relevant times, all exotic dancers who currently dance, or who have ever danced, at Cheetah’s are barred from bringing suit against Western Property for any violations of the NWHL or Article 15, Section 16 of the Nevada Constitution by application of the doctrines of unclean hands and in pari delicto, to the extent that such dancers incorrectly reported to Defendant La Fuente the time worked or money earned while performing at Cheetah’s, and now seek to take unfair advantage of such misreporting.

**ELEVENTH AFFIRMATIVE DEFENSE**

No exotic dancers who currently dance, or who have ever danced, at Cheetah’s have ever performed any work for Western Property. Instead, Western Property was the landlord of Defendant La Fuente, which offered a venue for such dancers to operate as independent contractors, allowing such dancers the opportunity to make as much money as their skill afforded.

**TWELFTH AFFIRMATIVE DEFENSE**

To the extent Western Property has liability to Plaintiffs under the NWHL or Article 15, Section 16 of the Nevada Constitution, it is entitled to certain credits or set-offs from certain house-set services charges received by Plaintiffs, so long as those set-offs do not drive Plaintiffs’ wages below Nevada’s minimum wage for each hour worked during any given workweek, because such service charges were not tips or gratuities for the purposes of Article 15, Section 16 of the Nevada Constitution or NWHL.

**THIRTEENTH AFFIRMATIVE DEFENSE**

At all relevant times, all exotic dancers who currently dance, or who have ever danced, at Cheetah’s received more than the Nevada minimum wage for each hour they performed.

1                                   **FOURTEENTH AFFIRMATIVE DEFENSE**

2           Upon information and belief, one or more Plaintiff and/or proposed Class Member in this  
3 civil action has signed a valid and binding agreement to submit all claims asserted in this civil  
4 action to individual arbitration. Western Property reserves the right to request that this Honorable  
5 Court submit all such Plaintiffs' claims to individual arbitration.  
6

7                                   **FIFTEENTH AFFIRMATIVE DEFENSE**

8           The Amended Complaint's Fourth Cause of Action (Unjust Enrichment) is preempted by  
9 Article 15, Section 16 of the Nevada Constitution and NWHL.  
10

11                                  **SIXTEENTH AFFIRMATIVE DEFENSE**

12           The Amended Complaint's Fourth Cause of Action (Unjust Enrichment) is barred by  
13 agreements between Plaintiffs and Defendant La Fuente governing the terms of their  
14 relationship.  
15

16                                  **SEVENTEENTH AFFIRMATIVE DEFENSE**

17           The Amended Complaint's Third Cause of Action is barred because there is no private  
18 right of action under the statutes cited therein.  
19

20                                  **RESPONSE TO PLAINTIFFS' CLASS ACTION PRAYER**

21           Western Property requests that this Honorable Court NOT CERTIFY this action as a  
22 Class Action pursuant to N.R.C.P. 23, NOT DESIGNATE Plaintiffs as Class Representatives,  
23 and NOT DESIGNATE their counsel as Class Counsel for all claims stated herein.  
24

25                                  **RESPONSE TO PLAINTIFFS' JURY TRIAL DEMAND**

26           All or part of the Plaintiffs' and the proposed Class Members' claims in the Amended  
27 Complaint are subject to mandatory individual arbitration and, therefore, Western Property  
28 requests that Plaintiffs' Jury Trial Demand be denied.

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**WHEREFORE,** Western Property prays for relief as follows:

1. That this Court dismiss the Amended Complaint with prejudice;
2. That Plaintiffs take nothing by way of this Amended Complaint;
3. That this Court award Western Property its costs; and
4. That this Court award Western Property such other and further relief as the Court

deems just and proper.

Respectfully submitted this 9th day of June, 2015

Respectfully submitted,  
  
HARTWELL THALACKER, LTD.

/s/ Laura J. Thalacker  
LAURA J. THALACKER  
Nevada Bar No. 5522  
DOREEN SPEARS HARTWELL  
Nevada Bar No. 7525  
11920 Southern Highlands Pkwy.  
Suite 201  
Las Vegas, NV 89141  
Attorneys for Defendant Western  
Property Holdings, LLC

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**CERTIFICATE OF SERVICE**

I certify that on this 9<sup>th</sup> day of June, 2015, the foregoing **DEFENDANT WESTERN  
PROPERTY HOLDINGS, LLC'S ANSWER TO PLAINTIFFS' FIRST AMENDED  
CLASS ACTION COMPLAINT** was served via Odyssey electronic service on the following:

Ryan M. Anderson  
ryan@morrisandersonlaw.com  
Jacqueline Bretell  
jacquie@morrisandersonlaw.com  
**Morris Anderson Law**  
716 Jones Blvd.  
Las Vegas, NV 89107  
Attorneys for Plaintiffs

/s/ Laura J. Thalacker  
An Employee of Hartwell Thalacker, Ltd.

TAB 23C

  
CLERK OF THE COURT

ANAC  
Laura J. Thalacker  
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**Attorneys for Defendants**

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

**JANE DOE DANCER, I through V,**  
**Individually, and on behalf of Class of**  
**Similarly Situated Individuals,**  
  
**Plaintiffs,**  
  
**v.**  
  
**LA FUENTE, INC., an active Nevada**  
**Corporation, WESTERN PROPERTY**  
**HOLDINGS, LLC, an active Nevada**  
**Limited Liability Company (all d/b/a/**  
**CHEETAHS LAS VEGAS and/or THE**  
**NEW CHEETAHS GENTLEMAN'S**  
**CLUB), DOE CLUB OWNER, I—X,**  
**DOE EMPLOYER, I—X, ROE CLUB**  
**OWNER, I-X, ROE EMPLOYER, I-X,**  
  
**Defendants.**

**CASE NO. A-14-709851-C**  
**Dept. No. 4**

**DEFENDANT WESTERN PROPERTY**  
**HOLDINGS, LLC'S ANSWER TO**  
**PLAINTIFFS' FIRST AMENDED**  
**CLASS ACTION COMPLAINT**

DEFENDANT WESTERN PROPERTY HOLDINGS, LLC ("Western Property") hereby  
timely submits its Answer to the First Amended Class Action Complaint on file herein, and  
alleges and avers as follows:

**JURISDICTION AND VENUE**

1. Answering Paragraph 1, Western Property admits that this Honorable Court has

jurisdiction over Plaintiffs' claims, but asserts that all or part of Plaintiffs' and the proposed Class Members' claims must be heard by an arbitrator individually and not by this Court as a class action.

2. Answering Paragraph 2, Western Property admits that venue is proper in this Honorable Court in that Western Property owns property located in Clark County, Nevada and the events alleged in the First Amended Complaint occurred and arose in Clark County, Nevada. However, Western Property denies that it is liable for the "acts, obligations and debts complained of" in the First Amended Complaint.

### **PARTIES AND JURISDICTION**

3. Western Property is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
4. Western Property is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
5. Western Property is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
6. Western Property is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
7. Western Property is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.

- 1 8. Western Property admits the allegations of Paragraph 8 of Plaintiffs' First Amended  
2 Complaint.
- 3 9. Western Property admits the allegations of Paragraph 9 of Plaintiffs' First Amended  
4 Complaint.
- 5 10. Answering Paragraph 10, Western Property admits that Defendant La Fuente is an  
6 owner/operator of Cheetah's, and that Cheetah's is a "gentleman's club" and "topless  
7 cabaret" located at 2112 Western Avenue, Las Vegas, NV 89102. Western Property  
8 denies that it has any ownership interest in, or exercises any control over, Cheetah's.  
9 Western Property denies all remaining allegations of Paragraph 10 of Plaintiffs' First  
10 Amended Complaint.
- 11 11. Western Property is without knowledge or information sufficient to form a belief as to the  
12 truth of the allegations in Paragraph 11 of Plaintiffs' First Amended Complaint and,  
13 therefore, denies the allegations.
- 14 12. Western Property is without knowledge or information sufficient to form a belief as to the  
15 truth of the allegations in Paragraph 12 of Plaintiffs' First Amended Complaint and,  
16 therefore, denies the allegations.
- 17 13. Western Property is without knowledge or information sufficient to form a belief as to the  
18 truth of the allegations in Paragraph 13 of Plaintiffs' First Amended Complaint and,  
19 therefore, denies the allegations.
- 20 14. Western Property is without knowledge or information sufficient to form a belief as to the  
21 truth of the allegations in Paragraph 14 of Plaintiffs' First Amended Complaint and,  
22 therefore, denies the allegations.
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1 15. Western Property is without knowledge or information sufficient to form a belief as to the  
2 truth of the allegations in Paragraph 15 of Plaintiffs' First Amended Complaint and,  
3 therefore, denies the allegations

4 16. The allegations of Paragraph 16 of Plaintiffs' First Amended Complaint are not  
5 statements of fact, and therefore require no response.  
6

7 **CLASS ACTION ALLEGATIONS**

8 17. Answering Paragraph 17, Western Property admits that Plaintiffs' Amended Complaint  
9 purports to be "action pursuant to Rule 23 of the Nevada Rules of Civil Procedure on  
10 their own behalf and on behalf of a class of all persons similarly situated," but denies that  
11 Plaintiffs may bring this claim as a Class Action before this Court.  
12

13 18. The allegations of Paragraph 18 of Plaintiffs' First Amended Complaint are legal  
14 conclusions, and therefore require no response. To the extent that Paragraph 18 of  
15 Plaintiffs' First Amended Complaint contains any factual allegations and misstates the  
16 applicable statutes of limitation, Western Property denies those allegations.

17 19. Western Property denies the allegations of Paragraph 19 of Plaintiffs' First Amended  
18 Complaint.

19 20. Western Property denies the allegations of Paragraph 20 of Plaintiffs' First Amended  
20 Complaint.  
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22 21. Western Property denies the allegations of Paragraph 21 of Plaintiffs' First Amended  
23 Complaint.

24 22. Western Property denies the allegations of Paragraph 22 of Plaintiffs' First Amended  
25 Complaint.

26 23. Western Property denies the allegations of Paragraph 23 of Plaintiffs' First Amended  
27 Complaint.  
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1 24. Western Property is without knowledge or information sufficient to form a belief as to the  
2 truth of the allegations in Paragraph 24 of Plaintiffs' First Amended Complaint and,  
3 therefore, denies the allegations.

4 25. Western Property is without knowledge or information sufficient to form a belief as  
5 whether "individual members of the Class have little interest in controlling the  
6 prosecution of separate actions," but denies that the "amounts of their claims are too  
7 small to warrant the expense of prosecuting litigation of this volume and complexity."

8 26. Western Property denies the allegations of Paragraph 26 of Plaintiffs' First Amended  
9 Complaint.

10 27. Western Property denies the allegations of Paragraph 27 of Plaintiffs' First Amended  
11 Complaint.

12 28. Western Property denies the allegations of Paragraph 28 of Plaintiffs' First Amended  
13 Complaint.

14 29. Western Property is without knowledge or information sufficient to form a belief as to the  
15 truth of the allegations in Paragraph 29 of Plaintiffs' First Amended Complaint and,  
16 therefore, denies the allegations.

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18  
19 **FACTUAL ALLEGATIONS**

20 30. Western Property is without knowledge or information sufficient to form a belief as to the  
21 truth of the allegations in Paragraph 30 of Plaintiffs' First Amended Complaint and,  
22 therefore, denies the allegations.

23 31. Western Property denies the allegations of Paragraph 31 of Plaintiffs' First Amended  
24 Complaint.

25 32. Western Property denies the allegations of Paragraph 32 of Plaintiffs' First Amended  
26 Complaint.  
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1 33. Answering Paragraph 33, Western Property admits that some or all exotic dancers who  
2 currently perform at Cheetah's, or who previously performed at Cheetah's, danced or  
3 stripped on stage, and/or entertained customers off-stage at bars, couches, and/or tables,  
4 but denies that these were "employment duties" or that Defendants "directed" or  
5 "controlled" this conduct.

6  
7 34. Answering Paragraph 34, Western Property admits that some or all exotic dancers who  
8 currently perform at Cheetah's, or who previously performed at Cheetah's, followed  
9 certain reasonable regulations of Defendant La Fuente, and were subject to suspension, or  
10 termination of the business relationship or other adverse consequences for failing to  
11 comply with such regulations. Western Property further states that the decision to  
12 suspend or terminate any business relationship with an exotic dancer was solely  
13 Defendant La Fuente's decision, and not the decision of Western Property. Western  
14 Property denies that any of Defendant La Fuente's regulations constituted "conditions of  
15 employment" and that "employment" was suspended or terminated. Western Property is  
16 without knowledge or information sufficient to form a belief as to the truth of the  
17 remaining factual allegations in Paragraph 34 of Plaintiffs' First Amended Complaint  
18 and, therefore, denies the allegations.

19  
20 35. Answering Paragraph 35, Western Property admits that La Fuente referred to Cheetah's  
21 as a "gentlemen's club" and "adult entertainment venue," and that exotic dancers are  
22 central to Cheetah's business model. However, as a landlord, Western Property denies  
23 that exotic dancers are central to Western Property's business model. The remaining  
24 allegations of Paragraph are vague and ambiguous and, therefore, are insufficient for  
25 Western Property to form a response and, on that basis, Western Property denies the  
26 allegations.  
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1 36. Western Property denies the allegations of Paragraph 36 of Plaintiffs' First Amended  
2 Complaint.

3 37. Answering Paragraph 37, Western Property admits that it did not pay wages to exotic  
4 dancers who currently perform, or have previously performed, at Cheetah's, but denies it  
5 was required to do so by the Minimum Wage Amendment and the NWHL. Additionally,  
6 Western Property states that exotic dancers at Cheetah's received service charges, that  
7 these service charges were not tips or gratuities, and that these service charges were  
8 sufficient to satisfy any putative minimum wage that La Fuente or Western Property  
9 allegedly owes or owed to exotic dancers.  
10

11 38. Answering Paragraph 38, Western Property denies that it required anything of any exotic  
12 dancer who currently performs, or who has ever performed, at Cheetah's. However,  
13 Western Property admits that some dancers performing at Cheetah's voluntarily chose to  
14 give tips to other individuals working at Cheetah's, including but not limited to the  
15 "house mom[s]" the Director/DJ, the manager, the bartenders, and security  
16 guards/bouncers. However, Western Property further states that tipping these La Fuente  
17 employees was at all relevant times purely voluntary, and was never a requirement of any  
18 exotic dancer. Western Property admits that dancers paid a fee to Defendant La Fuente to  
19 work a shift and another fee if such dancers chose not to dance on the stage. However,  
20 Western property further states that such fees were paid only to La Fuente and not to  
21 Western Property. Western Property denies that any dancer was ever required to dance on  
22 stage, and notes that the fee for choosing not to dance on stage was waived in the event  
23 that a dancer performed in a "VIP Room." Western Property denies that any of these  
24 regulations constituted "conditions of employment." Western Property is without  
25 knowledge or information sufficient to form a belief as to the truth of the remaining  
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1 factual allegations in Paragraph 38 of Plaintiffs' First Amended Complaint and, therefore,  
2 denies the allegations.

3 39. Answering Paragraph 39, Western Property denies that "Defendants controlled various  
4 aspects of Plaintiffs' employment" and further denies that it ever controlled any aspect of  
5 any work of any exotic dancer who currently performs, or who has ever performed, at  
6 Cheetah's. Western Property admits that Defendant La Fuente instituted reasonable  
7 operational rules (some of which were dictated by applicable laws, regulations and  
8 licensing requirements) related to contact and communication with customers and general  
9 guidelines as to clothing and grooming/hygiene (such as no street clothes in the presence  
10 of customers and a requirement that dancers wear heeled shoes). With regard to  
11 Plaintiffs' allegation that Cheetah's controlled the type and style of lingerie and/or bra  
12 and panties, Western Property admits that Defendant La Fuente did not permit cotton  
13 lingerie, due to concerns regarding compliance with applicable vice laws and municipal  
14 licensing. Western Property admits that Defendant La Fuente does not permit exotic  
15 dancers to chew gum, due to legitimate concerns about the cleanliness of its facilities.  
16 Western Property admits that La Fuente does not permit exotic dancers to use cellular  
17 telephones, in an effort to thwart prostitution and maintain legal compliance. With regard  
18 to Plaintiffs' allegation that they were required to dance on stage or pay a fee, Western  
19 Property states that, to the best of its knowledge, Defendant La Fuente never required any  
20 dancer to dance on stage, and that any fee for not dancing on stage was waived if a  
21 dancer performed in a "VIP Room." Western Property admits that Defendant La Fuente  
22 generally expects dancers to remove their tops while dancing on stage. Western  
23 Property further states that none of the rules and regulations admitted herein were  
24 instituted by Western Property. Western Property denies that these regulations constituted  
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“aspects of Plaintiffs’ employment.” Western Property denies all other factual allegations of Paragraph 39 of Plaintiffs’ First Amended Complaint.

40. Western Property denies the allegations of Paragraph 40 of Plaintiffs’ First Amended Complaint.

41. Western Property denies the allegations of Paragraph 41 of Plaintiffs’ First Amended Complaint.

42. Western Property denies the allegations of Paragraph 42 of Plaintiffs’ First Amended Complaint.

43. Western Property denies the allegations of Paragraph 43 of Plaintiffs’ First Amended Complaint, and further states that it was not legally required to notify Plaintiffs and the Class of legal right pursuant to NRS 608.013 because it was not the “employer” of the Plaintiffs and the Plaintiffs were not “employees” of Western Property.

44. Western Property denies the allegations of Paragraph 44 of Plaintiffs’ First Amended Complaint.

45. Western Property denies the allegations of Paragraph 45 of Plaintiffs’ First Amended Complaint.

#### **FIRST CAUSE OF ACTION**

46. Western Property incorporates the foregoing responses as though fully set forth herein.

47. Western Property denies the allegations of Paragraph 47 of Plaintiffs’ First Amended Complaint.

48. Western Property denies the allegations of Paragraph 48 of Plaintiffs’ First Amended Complaint.

49. Western Property denies the allegations of Paragraph 49 of Plaintiffs’ First Amended Complaint.

1 67. La Fuente denies the allegations of Paragraph 67 of Plaintiffs' First Amended Complaint.  
2 68. La Fuente denies the allegations of Paragraph 68 of Plaintiffs' First Amended Complaint.  
3 69. La Fuente denies the allegations of Paragraph 69 of Plaintiffs' First Amended Complaint.  
4 70. La Fuente denies the allegations of Paragraph 70 of Plaintiffs' First Amended Complaint.

5 **WHEREFORE,** La Fuente prays that this Honorable Court DENY all relief which  
6 Plaintiffs request in their second cause of action.  
7

8 **THIRD CAUSE OF ACTION**

9 71. La Fuente incorporates the foregoing responses as though fully set forth herein.  
10 72. Answering Paragraph 72, La Fuente admits that it terminated the independent contractor  
11 relationship with some exotic dancers who previously performed at Cheetah's and that  
12 other exotic dancers voluntarily stopped performing at Cheetah's, but denies that this was  
13 a termination or resignation "of employment." La Fuente further denies that there was  
14 any employment relationship between Plaintiffs and La Fuente. La Fuente is without  
15 knowledge or information sufficient to form a belief as to the truth of the remaining  
16 factual allegations in Paragraph 72 of Plaintiffs' First Amended Complaint and, therefore,  
17 denies the allegations.  
18  
19 73. La Fuente denies the allegations of Paragraph 73 of Plaintiffs' First Amended Complaint.  
20 74. Answering Paragraph 74, La Fuente denies that it was required to make any payments to  
21 exotic dancers within the time period required by NRS 608.020-50. La Fuente denies all  
22 remaining allegations contained within Paragraph 74 of Plaintiffs' First Amended  
23 Complaint.  
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25 75. La Fuente denies the allegations of Paragraph 75 of Plaintiffs' First Amended Complaint.  
26 76. La Fuente denies the allegations of Paragraph 76 of Plaintiffs' First Amended Complaint.

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1 77. Answering Paragraph 77, La Fuente admits that it does not acknowledge the alleged  
2 “employee” status of exotic dancers who perform at Cheetah’s. La Fuente denies all  
3 remaining allegations of Paragraph 77 of Plaintiffs’ First Amended Complaint.

4 78. La Fuente denies the allegations of Paragraph 78 of Plaintiffs’ First Amended Complaint.

5 79. La Fuente denies the allegations of Paragraph 79 of Plaintiffs’ First Amended Complaint.

6 80. La Fuente denies the allegations of Paragraph 80 of Plaintiffs’ First Amended Complaint.

7 81. La Fuente denies the allegations of Paragraph 81 of Plaintiffs’ First Amended Complaint.

8 82. La Fuente denies the allegations of Paragraph 82 of Plaintiffs’ First Amended Complaint.

9  
10 **WHEREFORE**, La Fuente prays that this Honorable Court DENY all relief which  
11 Plaintiffs request in their third cause of action.

12 **FOURTH CAUSE OF ACTION**

13  
14 83. La Fuente incorporates the foregoing responses as though fully set forth herein.

15 84. La Fuente denies the allegations of Paragraph 84 of Plaintiffs’ First Amended Complaint.

16 **WHEREFORE**, La Fuente prays that this Honorable Court DENY all relief which  
17 Plaintiffs request in their fourth cause of action.

18 **AFFIRMATIVE DEFENSES**

19 **FIRST AFFIRMATIVE DEFENSE**

20 The First Amended Complaint in this civil action fails to state a claim for which relief  
21 can be granted.

22 **SECOND AFFIRMATIVE DEFENSE**

23  
24 La Fuente was never the “employer” of any exotic dancers who currently dance, or who  
25 have ever danced, at Cheetah’s Las Vegas or the New Cheetahs Gentleman’s Club  
26 (“Cheetah’s”), as the term “employer” is defined by the Nevada Wage and Hour Law (“NWL”) or Article 15, Section 16 of the Constitution of the State of Nevada (“Nevada Constitution”).  
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**THIRD AFFIRMATIVE DEFENSE**

No exotic dancers who currently dance, or who have ever danced, at Cheetah’s were ever La Fuente’s “employees” as that term is defined by the NWHL or Article 15, Section 16 of Nevada Constitution.

**FOURTH AFFIRMATIVE DEFENSE**

Any claims by exotic dancers who currently dance, or who have ever danced, at Cheetah’s are barred in whole or in part by the applicable statute of limitations.

**FIFTH AFFIRMATIVE DEFENSE**

Punitive or exemplary damages are not appropriate to the extent that the claims asserted in the First Amended Complaint sound in contract and not in tort.

**SIXTH AFFIRMATIVE DEFENSE**

The claims asserted in the First Amended Complaint should not proceed as a class action to the extent that the factual and legal issues will not be similar to all members of the putative class, and to the extent they seek to assert or recover on claims on behalf of individuals who are not fairly representative of the class as required by N.R.C.P. 23.

**SEVENTH AFFIRMATIVE DEFENSE**

Because there is no named or representative Plaintiff in this case, no representative Plaintiff can fairly and adequately protect the interests of the entire class of Plaintiffs, as required by N.R.C.P. 23(a).

**EIGHTH AFFIRMATIVE DEFENSE**

No exotic dancers who currently dance, or who have ever danced, at Cheetah’s are entitled to pursue a claim of attorneys’ fees against La Fuente because no such dancers made a written demand on La Fuente for a sum not exceeding the amount of wages due at least five days before filing this civil action, as required by N.R.S. § 608.140.

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**NINTH AFFIRMATIVE DEFENSE**

At all relevant times, to the extent it is subject to the NWHL or Article 15, Section 16 of the Nevada Constitution, La Fuente acted in good faith reliance upon its interpretation of these laws.

**TENTH AFFIRMATIVE DEFENSE**

At all relevant times, all exotic dancers who currently dance, or who have ever danced, at Cheetah’s are barred from bringing suit against La Fuente for any violations of the NWHL or Article 15, Section 16 of the Nevada Constitution by the application of the doctrines of unclean hands and in pari delicto, to the extent that such dancers incorrectly reported to La Fuente the time worked or money earned while performing at Cheetah’s, and now seek to take unfair advantage of such misreporting.

**ELEVENTH AFFIRMATIVE DEFENSE**

No exotic dancers who currently dance, or who have ever danced, at Cheetah’s have ever performed any work for La Fuente. Instead, La Fuente offered a venue for such dancers to operate as independent contractors, allowing such dancers the opportunity to make as much money as their skill afforded.

**TWELFTH AFFIRMATIVE DEFENSE**

If and to the extent La Fuente has liability to Plaintiffs under the NWHL or Article 15, Section 16 of the Nevada Constitution, it is entitled to certain credits or set-offs from certain house-set services charges received by Plaintiffs, so long as those set-offs do not drive Plaintiffs’ wages below Nevada’s minimum wage for each hour worked during any given workweek, because such service charges were not tips or gratuities for the purposes of Article 15, Section 16 of the Nevada Constitution or NWHL.

1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 At all relevant times, all exotic dancers who currently dance, or who have ever danced, at  
3 Cheetah's received more than the Nevada minimum wage for each hour they performed.

4 **FOURTEENTH AFFIRMATIVE DEFENSE**

5 Upon information and belief, one or more Plaintiff and/or proposed Class Member in this  
6 civil action has signed a valid and binding agreement to submit all claims asserted in this civil  
7 action to individual arbitration. La Fuente reserves the right to request that this Honorable Court  
8 submit all such Plaintiffs' claims to individual arbitration.  
9

10 **FIFTEENTH AFFIRMATIVE DEFENSE**

11 The Amended Complaint's Fourth Cause of Action (Unjust Enrichment) is preempted by  
12 Article 15, Section 16 of the Nevada Constitution and NWHL.

13 **SIXTEENTH AFFIRMATIVE DEFENSE**

14 The Amended Complaint's Fourth Cause of Action (Unjust Enrichment) is barred by  
15 agreements of the parties governing the terms of their relationship.  
16

17 **SEVENTEENTH AFFIRMATIVE DEFENSE**

18 The Amended Complaint's Third Cause of Action is barred because there is no private  
19 right of action under the statutes cited therein.

20 **RESPONSE TO PLAINTIFFS' CLASS ACTION PRAYER**

21 La Fuente requests that this Honorable Court NOT CERTIFY this action as a Class  
22 Action pursuant to N.R.C.P. 23, NOT DESIGNATE Plaintiffs as Class Representatives, and  
23 NOT DESIGNATE their counsel as Class Counsel for all claims stated herein.  
24

25 **RESPONSE TO PLAINTIFFS' JURY TRIAL DEMAND**

26 All or part of Plaintiffs' and the proposed Class Members' claims in the Amended  
27 Complaint are subject to mandatory individual arbitration and, therefore, La Fuente requests that  
28

1 Plaintiffs' Jury Trial Demand be denied.

2 **WHEREFORE**, La Fuente prays for relief as follows:

- 3 1. That this Court will dismiss the Amended Complaint with prejudice;
- 4 2. That Plaintiffs take nothing by way of this Amended Complaint;
- 5 3. That this Court award La Fuente its costs; and
- 6 4. That this Court award La Fuente such other and further relief as the Court deems

7 just and proper.

8 Respectfully submitted this 9th day of June, 2015

9 Respectfully submitted,

10 HARTWELL THALACKER, LTD.

11 /s/ Laura J. Thalacker  
12 LAURA J. THALACKER  
13 Nevada Bar No. 5522  
14 DOREEN SPEARS HARTWELL  
15 Nevada Bar No. 7525  
16 11920 Southern Highlands Pkwy.  
17 Suite 201  
18 Las Vegas, NV 89141  
19 Attorneys for Defendant La Fuente,  
20 Inc.

1 **CERTIFICATE OF SERVICE**

2 I certify that on this 9<sup>th</sup> day of June, 2015, the foregoing **DEFENDANT LA FUENTE,**  
3 **INC.'S ANSWER TO PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT**  
4 **was served via Odyssey electronic service on the following:**  
5

6 Ryan M. Anderson  
7 ryan@morrisandersonlaw.com  
8 Jacqueline Bretell  
9 jacquie@morrisandersonlaw.com  
10 **Morris Anderson Law**  
11 716 Jones Blvd.  
12 Las Vegas, NV 89107  
13 Attorneys for Plaintiffs

14 /s/ Laura J. Thalacker  
15 An Employee of Hartwell Thalacker, Ltd.  
16  
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TAB 23B

  
CLERK OF THE COURT

1 **ANAC**  
Laura J. Thalacker  
2 Nevada Bar No. 5522  
Doreen Spears Hartwell  
3 Nevada Bar No. 7525  
Hartwell Thalacker, Ltd.  
4 11920 Southern Highlands Pkwy.  
Suite 201  
5 Las Vegas, NV 89141  
Phone: 702-850-1074  
6 Fax: 702-508-9551  
Laura@HartwellThalacker.com  
7 Doreen@HartwellThalacker.com  
**Attorneys for Defendants**

8  
9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 **JANE DOE DANCER, I through V,** )  
12 **Individually, and on behalf of Class of** )  
13 **Similarly Situated Individuals,** )  
14 **Plaintiffs,** )  
15 **v.** )  
16 **LA FUENTE, INC., an active Nevada** )  
17 **Corporation, WESTERN PROPERTY** )  
18 **HOLDINGS, LLC, an active Nevada** )  
19 **Limited Liability Company (all d/b/a/** )  
20 **CHEETAHS LAS VEGAS and/or THE** )  
21 **NEW CHEETAHS GENTLEMAN'S** )  
22 **CLUB), DOE CLUB OWNER, I—X,** )  
23 **DOE EMPLOYER, I—X, ROE CLUB** )  
24 **OWNER, I-X, ROE EMPLOYER, I-X,** )  
25 **Defendants.** )

**CASE NO. A-14-709851-C**  
**Dept. No. 4**

**DEFENDANT LA FUENTE, INC.'S**  
**ANSWER TO PLAINTIFFS' FIRST**  
**AMENDED CLASS ACTION**  
**COMPLAINT**

26 DEFENDANT LA FUENTE, INC. ("La Fuente") hereby timely submits its Answer to  
27 the First Amended Class Action Complaint on file herein, and alleges and avers as follows:

28 **JURISDICTION AND VENUE**

1. Answering Paragraph 1, La Fuente admits that this Honorable Court has jurisdiction over  
Plaintiffs' claims, but asserts that all or part of Plaintiffs' and the proposed Class

Members' claims must be heard by an arbitrator individually and not by this Court as a class action.

2. Answering Paragraph 2, La Fuente admits that venue is proper in this Honorable Court in that La Fuente operates a business in Clark County, Nevada and the events alleged in the First Amended Complaint occurred and arose in Clark County, Nevada. However, La Fuente denies that it is liable for the "acts, obligations and debts complained of" in the First Amended Complaint.

### **PARTIES AND JURISDICTION**

3. La Fuente is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
4. La Fuente is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
5. La Fuente is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
6. La Fuente is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
7. La Fuente is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.
8. La Fuente admits the allegations of Paragraph 8 of Plaintiffs' First Amended Complaint.

- 1 9. La Fuente admits the allegations of Paragraph 9 of Plaintiffs' First Amended Complaint.
- 2 10. Answering Paragraph 10, La Fuente admits that it owns and operates Cheetah's, and that
- 3 Cheetah's is a "gentleman's club" and "topless cabaret" located at 2112 Western Avenue,
- 4 Las Vegas, NV 89102. La Fuente denies the remaining allegations in Paragraph 10.
- 5 11. La Fuente is without knowledge or information sufficient to form a belief as to the truth
- 6 of the allegations in Paragraph 11 of Plaintiffs' First Amended Complaint and, therefore,
- 7 denies the allegations.
- 8 12. La Fuente is without knowledge or information sufficient to form a belief as to the truth
- 9 of the allegations in Paragraph 12 of Plaintiffs' First Amended Complaint and, therefore,
- 10 denies the allegations.
- 11 13. La Fuente is without knowledge or information sufficient to form a belief as to the truth
- 12 of the allegations in Paragraph 13 of Plaintiffs' First Amended Complaint and, therefore,
- 13 denies the allegations.
- 14 14. La Fuente is without knowledge or information sufficient to form a belief as to the truth
- 15 of the allegations in Paragraph 14 of Plaintiffs' First Amended Complaint and, therefore,
- 16 denies the allegations.
- 17 15. La Fuente is without knowledge or information sufficient to form a belief as to the truth
- 18 of the allegations in Paragraph 15 of Plaintiffs' First Amended Complaint and, therefore,
- 19 denies the allegations.
- 20 16. The allegations of Paragraph 16 of Plaintiffs' First Amended Complaint are not
- 21 statements of fact, and therefore require no response.
- 22
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25 **CLASS ACTION ALLEGATIONS**

- 26 17. Answering Paragraph 17, La Fuente admits that Plaintiffs' Amended Complaint purports
- 27 to be an "action pursuant to Rule 23 of the Nevada Rules of Civil Procedure on their own
- 28

1           behalf and on behalf of a class of all persons similarly situated,” but denies that Plaintiffs  
2           may bring this claim as a Class Action before this Court.

3       18.    The allegations of Paragraph 18 of Plaintiffs’ First Amended Complaint are legal  
4           conclusions, and therefore require no response. To the extent that Paragraph 18 of  
5           Plaintiffs’ First Amended Complaint contains any factual allegations and misstates the  
6           applicable statutes of limitation, La Fuente denies those allegations.

7  
8       19.    La Fuente denies the allegations of Paragraph 19 of Plaintiffs’ First Amended Complaint.

9       20.    La Fuente denies the allegations of Paragraph 20 of Plaintiffs’ First Amended Complaint.

10      21.    La Fuente denies the allegations of Paragraph 21 of Plaintiffs’ First Amended Complaint.

11      22.    La Fuente denies the allegations of Paragraph 22 of Plaintiffs’ First Amended Complaint.

12      23.    La Fuente denies the allegations of Paragraph 23 of Plaintiffs’ First Amended Complaint.

13      24.    La Fuente is without knowledge or information sufficient to form a belief as to the truth  
14           of the allegations in Paragraph 24 of Plaintiffs’ First Amended Complaint and, therefore,  
15           denies the allegations.

16  
17      25.    La Fuente is without knowledge or information sufficient to form a belief as to whether  
18           “[i]ndividual members of the Class have little interest in controlling the prosecution of  
19           separate actions,” but denies that the “amounts of their claims are too small to warrant the  
20           expense of prosecuting litigation of this volume and complexity.”

21  
22      26.    La Fuente denies the allegations of Paragraph 26 of Plaintiffs’ First Amended Complaint.

23      27.    La Fuente denies the allegations of Paragraph 27 of Plaintiffs’ First Amended Complaint.

24      28.    La Fuente denies the allegations of Paragraph 28 of Plaintiffs’ First Amended Complaint.

25      29.    La Fuente is without knowledge or information sufficient to form a belief as to the truth  
26           of the allegations in Paragraph 29 of Plaintiffs’ First Amended Complaint and, therefore,  
27           denies the allegations.

**FACTUAL ALLEGATIONS**

30. La Fuente is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.

31. La Fuente denies the allegations of Paragraph 31 of Plaintiffs' First Amended Complaint.

32. La Fuente denies the allegations of Paragraph 32 of Plaintiffs' First Amended Complaint.

33. Answering Paragraph 33, La Fuente admits that some or all exotic dancers who currently perform at Cheetah's, or who previously performed at Cheetah's, danced or stripped on stage, and/or entertained customers off-stage at bars, couches, and/or tables, but denies these were "employment duties" or that La Fuente "directed" or "controlled" this conduct.

34. Answering Paragraph 34, La Fuente admits that some or all exotic dancers who currently perform at Cheetah's, or who previously performed at Cheetah's, followed certain reasonable regulations of La Fuente, and were subject to suspension, or termination of the business relationship or other adverse consequences for failing to comply with such regulations. However, La Fuente denies that these regulations constituted "conditions of employment" and that "employment" was suspended or terminated. La Fuente is without knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in Paragraph 34 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.

35. Answering Paragraph 35, La Fuente admits that it referred to Cheetah's as a "gentlemen's club" and "adult entertainment venue," and that exotic dancers are central to Cheetah's business model. The remaining allegations of Paragraph are vague and ambiguous and,

///

therefore are insufficient for La Fuente to form a response and, on that basis, La Fuente denies the allegations.

36. La Fuente denies the allegations of Paragraph 36 of Plaintiffs' First Amended Complaint.

37. Answering Paragraph 37, La Fuente admits that it did not pay wages to exotic dancers who currently perform, or have previously performed, at Cheetah's, but denies that it was required to do so by the Minimum Wage Amendment and the NWHL. Additionally, La Fuente states that exotic dancers at Cheetah's received service charges, that these service charges were not tips or gratuities, and that these service charges were sufficient to satisfy any putative minimum wage that La Fuente allegedly owes or owed to exotic dancers.

38. Answering Paragraph 38, La Fuente admits that some dancers performing at Cheetah's voluntarily chose to give tips to other individuals working at Cheetah's, including but not limited to the "house mom[s]," the Director/DJ, the manager, the bartenders, and security guards/bouncers. However, tipping these employees was at all relevant times purely voluntary, and was never a requirement of any exotic dancer. La Fuente admits that dancers paid a fee to work a shift and another fee if such dancers chose not to dance on the stage. However, La Fuente denies that any dancer was ever required to dance on stage, and further states that the fee for choosing not to dance on stage was waived in the event that a dancer performed in a "VIP Room." La Fuente denies that any of these regulations constituted "conditions of employment." La Fuente is without knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in Paragraph 38 of Plaintiffs' First Amended Complaint and, therefore, denies the allegations.

///

1 39. Answering Paragraph 39, La Fuente denies that “Defendants controlled various aspects of  
2 Plaintiffs’ employment” but admits that there were certain fees charged, as well as  
3 reasonable operational rules (some of which were dictated by applicable laws, regulations  
4 and licensing requirements) related to contact and communication with customers, and  
5 general guidelines as to clothing and grooming/hygiene (such as no street clothes in the  
6 presence of customers and a requirement that dancers wear heeled shoes). With regard to  
7 Plaintiffs’ allegation that Cheetah’s controlled the type and style of lingerie and/or bra  
8 and panties, La Fuente admits that it did not permit cotton lingerie, due to concerns  
9 regarding compliance with applicable vice laws and municipal licensing. La Fuente  
10 admits that it does not permit exotic dancers to chew gum, due to legitimate concerns  
11 about the cleanliness of its facilities. La Fuente admits that it does not permit exotic  
12 dancers to use cellular telephones, in an effort to thwart prostitution and maintain legal  
13 compliance. With regard to Plaintiffs’ allegation that they were required to dance on  
14 stage or pay a fee, La Fuente states that no dancer was ever required to dance on stage,  
15 and that any fee for not dancing on stage was waived if a dancer performed in a “VIP  
16 Room.” La Fuente admits that it expects dancers to remove their tops while dancing on  
17 stage. La Fuente denies that these regulations and guidelines constituted “aspects of  
18 Plaintiffs’ employment.” La Fuente denies all other factual allegations of Paragraph 39  
19 of Plaintiffs’ First Amended Complaint.  
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23 40. La Fuente denies the allegations of Paragraph 40 of Plaintiffs’ First Amended Complaint.

24 41. La Fuente denies the allegations of Paragraph 41 of Plaintiffs’ First Amended Complaint.

25 42. La Fuente denies the allegations of Paragraph 42 of Plaintiffs’ First Amended Complaint.

26 43. La Fuente denies the allegations of Paragraph 43 of Plaintiffs’ First Amended Complaint,  
27 and further states that it was not legally required to notify Plaintiffs and the Class of legal  
28

rights pursuant to NRS 608.013 because it was not the “employer” of Plaintiffs and they were not “employees” of La Fuente.

44. La Fuente denies the allegations of Paragraph 44 of Plaintiffs’ First Amended Complaint.

45. La Fuente denies the allegations of Paragraph 45 of Plaintiffs’ First Amended Complaint.

### **FIRST CAUSE OF ACTION**

46. La Fuente incorporates the foregoing responses as though fully set forth herein.

47. La Fuente denies the allegations of Paragraph 47 of Plaintiffs’ First Amended Complaint.

48. La Fuente denies the allegations of Paragraph 48 of Plaintiffs’ First Amended Complaint.

49. La Fuente denies the allegations of Paragraph 49 of Plaintiffs’ First Amended Complaint.

50. Answering Paragraph 50, La Fuente admits that it did not pay wages to exotic dancers who currently perform, or have previously performed, at Cheetah’s, but denies that it was required to do so by the Minimum Wage Amendment because such exotic dancers are independent contractors who are not entitled to wages. Additionally, La Fuente states that exotic dancers at Cheetah’s received service charges, that these service charges were not tips or gratuities, and that these service charges were sufficient to satisfy any putative minimum wage that La Fuente owes or owed to exotic dancers.

51. La Fuente denies the allegations of Paragraph 51 of Plaintiffs’ First Amended Complaint.

52. La Fuente denies the allegations of Paragraph 52 of Plaintiffs’ First Amended Complaint.

53. La Fuente admits that it does not acknowledge the alleged “employee status” for exotic dancers who perform at Cheetah’s. La Fuente denies all remaining allegations of Paragraph 53 of Plaintiffs’ First Amended Complaint.

54. La Fuente denies the allegations of Paragraph 54 of Plaintiffs’ First Amended Complaint.

55. La Fuente denies the allegations of Paragraph 55 of Plaintiffs’ First Amended Complaint.

56. La Fuente denies the allegations of Paragraph 56 of Plaintiffs’ First Amended Complaint.

1 57. La Fuente denies the allegations of Paragraph 57 of Plaintiffs' First Amended Complaint.

2 58. La Fuente denies the allegations of Paragraph 58 of Plaintiffs' First Amended Complaint.

3 **WHEREFORE**, La Fuente prays that this Honorable Court DENY all relief which  
4 Plaintiffs request in their first cause of action.

5 **SECOND CAUSE OF ACTION**

6  
7 59. La Fuente incorporates the foregoing responses as though fully set forth herein.

8 60. Answering Paragraph 60, La Fuente expressly denies that any services of exotic dancers  
9 were rendered as "employees." La Fuente is without knowledge or information sufficient  
10 to form a belief as to the truth of the remaining allegations in Paragraph 60 of Plaintiffs'  
11 First Amended Complaint, and, therefore, denies the allegations.

12 61. La Fuente denies the allegations of Paragraph 61 of Plaintiffs' First Amended Complaint.

13 62. Answering Paragraph 62, La Fuente admits that it has never paid wages to any exotic  
14 dancers who currently perform, or who have previously performed, at Cheetah's but  
15 denies that it was required to do so by statute because such exotic dancers are  
16 independent contractors who are not entitled to wages. Additionally, La Fuente states  
17 that exotic dancers at Cheetah's received service charges, that these service charges were  
18 not tips or gratuities, and that these service charges were sufficient to satisfy any putative  
19 minimum wage that La Fuente owes or owed to exotic dancers.

20 63. La Fuente denies the allegations of Paragraph 63 of Plaintiffs' First Amended Complaint.

21 64. La Fuente denies the allegations of Paragraph 64 of Plaintiffs' First Amended Complaint.

22 65. La Fuente admits that it does not acknowledge the alleged "employee" status of exotic  
23 dancers who perform at Cheetah's. La Fuente denies all remaining allegations of  
24 Paragraph 65 of Plaintiffs' First Amended Complaint.

25 66. La Fuente denies the allegations of Paragraph 66 of Plaintiffs' First Amended Complaint.  
26  
27  
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TAB 23A

Rec'd 5/6/15

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

JANE DOE DANCER, I through V,  
individually, and on behalf of Class of  
similarly situated individuals,

Plaintiffs,

v.

LA FUENTE, INC., an active Nevada  
Corporation, WESTERN PROPERTY  
HOLDINGS, LLC, an active Nevada  
Limited Liability Company (all d/b/a  
CHEETAHS LAS VEGAS and/or THE  
NEW CHEETAHS GENTLEMAN'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-14-709851-C  
DEPT.: 4

SUMMONS

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING  
HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT.** A Civil Complaint has been filed by the plaintiff(s) against you for the relief set forth in the Complaint.

**LA FUENTE, INC., an active Nevada Corporation**

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the date of service, you must do the following:

- a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.
- b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

Issued at the direction of:

MORRIS ANDERSON

By: 

RYAN M. ANDERSON, ESQ.

Nevada Bar No. 11040

JACQUELINE R. BRETTELL, ESQ.

Nevada Bar No. 12335

DANIEL PRICE, ESQ.

Nevada Bar No. 13564

716 S. Jones Blvd.

Las Vegas, NV 89107

702-333-1111

Attorneys for Plaintiff

CLERK OF COURT

By: 

Deputy Clerk

JULIA ANGYALINE KISS

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

JANE DOE DANCER, I through V,  
individually, and on behalf of Class of  
similarly situated individuals,

Plaintiffs,

v.

LA FUENTE, INC., an active Nevada  
Corporation, WESTERN PROPERTY  
HOLDINGS, LLC, an active Nevada  
Limited Liability Company (all d/b/a  
CHEETAHS LAS VEGAS and/or THE  
NEW CHEETAHS GENTLEMAN'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-14-709851-C  
DEPT.: 4

SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING  
HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT. A Civil Complaint has been filed by the plaintiff(s) against you for the relief set forth in the  
Complaint.

**WESTERN PROPERTY HOLDINGS, LLC, an active Nevada Limited Liability Company**

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the date of  
service, you must do the following:

- a. File with the Clerk of this Court, whose address is shown below, a formal written response to the  
Complaint in accordance with the rules of the Court.
- b. Serve a copy of your response upon the attorney whose name and address is shown below.

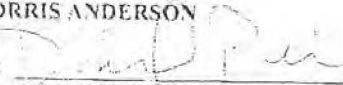
2. Unless you respond, your default will be entered upon application of the plaintiff(s) and this Court may  
enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property  
or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your  
response may be filed on time.

Issued at the direction of:

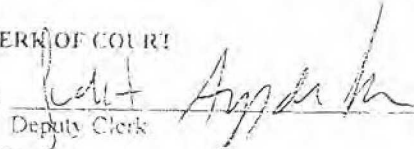
MORRIS ANDERSON

By:

  
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CLERK OF COURT


By:

  
Deputy Clerk

4/27/15

2015

JUST ADOPTED 1/15/15

  
CLERK OF THE COURT

1 ACOM

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10 Attorneys for Plaintiffs

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

12 JANE DOE DANCER, I through V,  
13 individually, and on behalf of Class of  
similarly situated individuals,

14 Plaintiffs,

15 v.

16 LA FUENTE, INC., an active  
Nevada Corporation, WESTERN  
PROPERTY HOLDINGS, LLC, an  
17 active Nevada Limited Liability  
Company (all d/b/a CHEETAHS  
LAS VEGAS and/or THE NEW  
18 CHEETAHS GENTLEMAN'S  
CLUB), DOE CLUB OWNER, I-X,  
DOE EMPLOYER, I-X, ROE CLUB  
19 OWNER, I-X, and ROE EMPLOYER,  
I-X,

20 Defendants.  
21  
22

CASE NO.: A-14-709851-C  
DEPT.: 4

PLAINTIFFS' FIRST  
AMENDED CLASS ACTION  
COMPLAINT FOR:

FAILURE TO PAY WAGES;  
WAIT-TIME PENALTY; UNJUST  
ENRICHMENT; ATTORNEY  
FEES; EXEMPLARY &  
PUNITIVE DAMAGES

DEMAND FOR JURY TRIAL

ARBITRATION EXEMPTION: CLASS  
ACTION

1                                    FIRST AMENDED CLASS ACTION COMPLAINT

2            Plaintiffs JANE DOE DANCER, I through V, on behalf of themselves and a  
3 class of all persons similarly situated allege as follows:

4                                    JURISDICTION AND VENUE

5            1.        This Court has jurisdiction over the claims alleged herein pursuant to  
6 Article XV, Section 16 of the Nevada Constitution (the "Minimum Wage  
7 Amendment"), Chapter 608 of the Nevada Revised Statutes (the "Nevada Wage and  
8 Hour Law" or "NWHL"), NRS § 14.065, and Rule 23 of the Nevada Rules of Civil  
9 Procedure.

10          2.        Venue is proper in this Court pursuant to NRS § 13.040 because  
11 Defendants are located in Clark County, Nevada, and the acts, obligations, and debts  
12 complained of in this Complaint occurred and arose in Clark County, Nevada.

13                                    PARTIES AND JURISDICTION

14          3.        Plaintiff JANE DOE DANCER, I, was at all times relevant to this action a  
15 resident of Clark County, Nevada and, at the present time and at various other  
16 relevant times, has been employed by Defendants as an exotic dancer.

17          4.        Plaintiff JANE DOE DANCER, II, was at all times relevant to this action a  
18 resident of Clark County, Nevada and, at the present time and at various other  
19 relevant times, has been employed by Defendants as an exotic dancer.

20          5.        Plaintiff JANE DOE DANCER, III, was at all times relevant to this action  
21 a resident of Clark County, Nevada and, at the present time and at various other  
22 relevant times, has been employed by Defendants as an exotic dancer.

1           6.     Plaintiff JANE DOE DANCER, IV, was at all times relevant to this action  
2 a resident of Clark County, Nevada and, during 2014 and at other relevant times, has  
3 been employed by Defendants as an exotic dancer.

4           7.     Plaintiff JANE DOE DANCER, V, was at all times relevant to this action a  
5 resident of Clark County, Nevada and, at all relevant times, has been employed by  
6 Defendants as an exotic dancer.

7           8.     Defendant LA FUENTE, INC., is an active Nevada Corporation.

8           9.     Defendant WESTERN PROPERTY HOLDINGS, LLC, is an active  
9 Nevada Limited Liability Company.

10          10.    On information and belief, LA FUENTE, INC. and WESTERN  
11 PROPERTY HOLDINGS, LLC are owners/operators of CHEETAHS LAS VEGAS  
12 (a/k/a THE NEW CHEETAHS GENTLEMAN'S CLUB) ("CHEETAHS" or  
13 "DEFENDANTS"). CHEETAHS is a "gentleman's club" and "topless cabaret" located  
14 at 2112 Western Avenue, Las Vegas, NV 89102.

15          11.    On information and belief, Defendant DOE CLUB OWNER is a resident  
16 of Clark County, Nevada, and is owner/operator of CHEETAHS.

17          12.    On information and belief, Defendant ROE CLUB OWNER is Nevada  
18 business entity and is owner/operator of CHEETAHS.

19          13.    On information and belief, Defendant DOE EMPLOYER is a resident of  
20 Clark County, Nevada, and employed Plaintiff and the Class at CHEETAHS at all  
21 times relevant to this action.  
22

1        14. On information and belief, Defendant ROE EMPLOYER is a Nevada  
2 business entity and employed Plaintiff and the Class at CHEETAHS at all times  
3 relevant to this action.

4        15. The true names and capacities of Defendants sued as DOE, I-X, and ROE,  
5 I-X, are unknown to Plaintiff at this time, but may include such persons and entities as  
6 other owner/operators of CHEETAHS, and/or individual owners, shareholders,  
7 officers, directors, members, managing members, agents, principals, employers  
8 and/or employees of CHEETAHS, who may be liable to Plaintiff and the Class for the  
9 conduct described herein. Plaintiff will amend the Complaint when the true names,  
10 identities, and/or capacities of said defendants become known to Plaintiff.

11        16. Each of the Defendants above is referred to herein collectively as  
12 "Defendants" for purposes of this Complaint.

13                                    **CLASS ACTION ALLEGATIONS**

14        17. Plaintiffs bring this action pursuant to Rule 23 of the Nevada Rules of  
15 Civil Procedure on their own behalf and on behalf of a class of all persons similarly  
16 situated (the "Class").

17        18. The Class Period is the four-year period immediately preceding the filing  
18 of this Complaint for the First Cause of Action, the two-year period immediately  
19 preceding the filing of this Complaint for the Second and Third Causes of Action, and  
20 the three-year period immediately preceding the filing of this Complaint for the  
21 Fourth Cause of Action, and going forward into the future until entry of judgment in  
22 this action.

1        19. The Class consists of: All persons who work or have worked at  
2 CHEETAHS as dancers and/or were employed by Defendants in Clark County,  
3 Nevada as dancers at any time during the Class Period.

4        20. The Class is so numerous that it is impracticable to join all the Class  
5 members before the Court. The exact number of Class members is unknown, but is  
6 believed to be in excess of 3000 past and present, part-time and full-time dancers.

7        21. There are questions of law and fact common to the Class that  
8 predominate over any questions solely affecting individual Class members including,  
9 but not limited to, whether Defendants violated the Nevada Constitution and the  
10 NWHL by classifying the Class as "independent contractors" as opposed to  
11 employees and by not paying them any wages, and are thereby liable to the class  
12 members.

13        22. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs, like  
14 other members of the Class, were misclassified by Defendants as independent  
15 contractors and denied their rights to a minimum wage under the Nevada  
16 Constitution and the NWHL. Defendants' misclassification was done pursuant to a  
17 common business practice which affected all Class members in a similar way.  
18 Plaintiffs challenge Defendants' business practices under legal theories common to all  
19 class members.

20        23. Plaintiffs will fairly and adequately protect the interests of the Class, and  
21 there are no conflicts with respect to the claims herein between the Plaintiffs and the  
22 Class.

1       24.   Plaintiffs have retained competent counsel experienced in class action  
2 litigation, and Plaintiffs and their counsel will vigorously pursue the claims of the  
3 Class throughout this litigation.

4       25.   Individual members of the Class have little interest in controlling the  
5 prosecution of separate actions since the amounts of their claims are too small to  
6 warrant the expense of prosecuting litigation of this volume and complexity.

7       26.   The prosecution of separate actions by individual members of the Class  
8 would create a risk of inconsistent or varying judgments or adjudications with respect  
9 to individual members of the Class, which would establish incompatible standards of  
10 conduct for the Defendants.

11       27.   Defendants have acted and refused to act on grounds generally  
12 applicable to the Class, thereby making necessary appropriate preliminary and  
13 permanent injunctive relief with respect to the Class as a whole.

14       28.   A class action is superior to other available methods for the fair and  
15 efficient adjudication of this controversy.

16       29.   Plaintiffs anticipate no difficulty in the management of this litigation.  
17 Defendants' records should permit identification of and notice to the Class.

#### 18                   FACTUAL ALLEGATIONS

19       30.   During the Class Period, Plaintiffs and each member of the Class were or  
20 are employed by Defendants as topless dancers, hostesses, entertainers, erotic dancers  
21 and/or strippers at CHEETAHS.

22

1       31.   Plaintiffs and the Class were or are employees of Defendants within the  
2 meaning of the Minimum Wage Amendment and the NWHL, notwithstanding any  
3 designation given to their relationship by Defendants.

4       32.   Defendants were or are the employer(s) of Plaintiffs and the Class within  
5 the meaning of the Minimum Wage Amendment and the NWHL.

6       33.   The employment duties of Plaintiffs and the Class include, among other  
7 things, dancing and stripping on stage at CHEETAHS at the direction and control of  
8 Defendants, and entertaining customers off-stage at the bars of CHEETAHS and on  
9 couches and tables surrounding the bar (performing "couch dances" and/or "table  
10 dances") at the direction of Defendants.

11       34.   Plaintiffs and the Class were required by Defendants to fulfill the  
12 conditions of employment and to follow other rules and regulations prescribed by  
13 Defendants, as specified in more detail below, or suffer termination or suspension of  
14 employment or imposition of monetary fines and/or other penalties.

15       35.   As a "gentlemen's club" and "adult entertainment venue," Defendants'  
16 business success was dependent upon the work performed by the Plaintiffs and the  
17 Class, which work was integral to the Defendants' business operations.

18       36.   As Defendants' employees, Plaintiffs and the Class were and are entitled  
19 to the minimum wage guaranteed by the Minimum Wage Amendment and the  
20 NWHL.

21       37.   At no time were Plaintiffs or the Class paid any wages by the Defendants  
22 as required by the Minimum Wage Amendment and the NWHL.

1       38. Defendants required Plaintiffs and the Class, as a condition of  
2 employment, regularly to pay fixed sums established by Defendants to Defendants'  
3 management and other employees, including but not limited to, the "house mom(s),"  
4 the Director/DJ, the manager, the bartenders and security guards/bouncers,  
5 including, but not limited to, a fee to work a shift and another fee if Plaintiffs chose  
6 not to dance on the stage.

7       39. Defendants controlled various aspects of Plaintiffs' employment at  
8 CHEETAHS, including, but not limited to, the length of each shift, Plaintiffs' clothing  
9 while at work (such as no street clothes in the presence of customers, the type and  
10 style of footwear and lingerie and/or bra and panties), a requirement to remove their  
11 tops when dancing on the stage, requirements related to physique and grooming, a  
12 prohibition against physical contact with customers, limitations on what Plaintiffs  
13 could say to customers, a requirement to dance on stage or pay a fee, and whether  
14 Plaintiffs could chew gum or use a cellular telephone.

15       40. Defendants maintained and enforced an employment policy of imposing  
16 monetary fines on Plaintiffs and the Class for lateness and/or misconduct.

17       41. Defendants have a statutory duty to inform Plaintiffs and the Class of  
18 their legal rights guaranteed by the Minimum Wage Amendment and the NWHL.

19       42. At no time was a copy of an abstract of Nevada Wage and Hour Laws  
20 entitled "Rules to be Observed by Employers" posted at CHEETAHS where Plaintiffs  
21 and the Class worked.  
22

1       43.    At no time did Defendants inform Plaintiffs and the Class of their legal  
2 rights pursuant to NRS 608.013.

3       44.    By failing and refusing to comply with NRS 608.013, Defendants,  
4 intentionally concealed from Plaintiffs and the Class that: a) their legal rights were  
5 being violated by Defendants' conduct, b) they had and have the right as employees  
6 to receive the hourly minimum wage prescribed by Nevada law for each hour  
7 worked, and c) they need not pay Defendants and Defendants' other employees for  
8 the right to work.

9       45.    The damages sought by Plaintiffs and the Class for the claims asserted  
10 herein exceed \$10,000 each, in an exact amount to be proven at trial.

11                               **FIRST CAUSE OF ACTION**  
12                               **(Nev. Const. Art. XV, Sec. 16 -Failure to Pay Wages)**

13       46.    Plaintiffs incorporate the foregoing allegations as though fully set forth  
14 herein.

15       47.    Plaintiffs and the Class during the Class Period rendered services to the  
16 Defendants as employees as described herein.

17       48.    The Minimum Wage Amendment expressly grants Plaintiffs and the  
18 Class the right to bring an action against Defendants to enforce its provisions.

19       49.    At all times during the Class Period, the Minimum Wage Amendment  
20 requires Defendants to pay Plaintiffs and the Class a regular hourly wage.

21       50.    Defendants have never paid Plaintiffs and the Class the constitutionally-  
22 required minimum wage for hours worked.

1        51. Contrarily, Defendants required as a condition of employment that  
2 Plaintiffs and the Class pay Defendants for the privilege of being employed, as  
3 described herein.

4        52. There remains due, owing and unpaid by Defendants to Plaintiffs and  
5 each member of the Class a sum, to be proven at trial, representing unpaid back  
6 wages at no less than the rate specified in the Minimum Wage Amendment.

7        53. Defendants have failed and refused, and continue to fail and refuse, to  
8 acknowledge the employee status of Plaintiffs and the Class and to pay all back wages  
9 earned and unpaid.

10       54. Defendants were aware that Plaintiffs and the Class members were  
11 entitled to a minimum wage guaranteed by the Minimum Wage Amendment.

12       55. Defendants' misclassification of Plaintiffs and the Class members as  
13 "independent contractors" was willful and not the result of mistake or inadvertence.

14       56. Defendants intentionally misclassified Plaintiffs and the Class members  
15 as independent contractors and improperly withheld payment of minimum wages to  
16 them and disregarded state law so as to increase their profits.

17       57. Defendants' conduct described herein constitutes oppression, fraud  
18 and/or malice and entitles Plaintiffs and the Class to exemplary and punitive  
19 damages in an amount to be determined at trial.

20       58. Plaintiffs and the Class are entitled to an award of reasonable attorney  
21 fees and costs upon successful prosecution of this case pursuant to the Minimum  
22 Wage Amendment and NRS 608.140.

1       WHEREFORE, Plaintiffs and the Class pray for judgment on this cause of  
2 action against Defendants as follows:

- 3           a. for back wages due Plaintiffs and the Class for work earned and unpaid,  
4           in an amount to be proven at trial;
- 5           b. for pre- and post-judgment interest due on such sums at the highest rate  
6           permitted by law;
- 7           c. for their attorney fees and costs;
- 8           d. for exemplary and punitive damages; and
- 9           e. for such other and further relief as may be fair and equitable under the  
10          circumstances.

11                               **SECOND CAUSE OF ACTION**  
12                               **(NRS 608.250 - Failure to Pay Wages)**

13          59. Plaintiffs incorporate the foregoing allegations as though fully set forth  
14 herein.

15          60. Plaintiffs and the Class during the Class Period rendered services to the  
16 Defendants as employees as described herein.

17          61. At all times during the Class Period, NRS 608.250 requires Defendants to  
18 pay Plaintiffs and the Class a regular hourly wage.

19          62. Defendants have never paid Plaintiffs and the Class the required  
20 statutory minimum wage for hours worked.  
21  
22

1       63. Contrarily, Defendants required as a condition of employment that  
2 Plaintiffs and the Class pay Defendants for the privilege of being employed, as  
3 described herein.

4       64. There remains due, owing and unpaid by Defendants to Plaintiffs and  
5 each member of the Class a sum, to be proven at trial, representing unpaid back  
6 wages at no less than the statutory rate.

7       65. Defendants have failed and refused, and continue to fail and refuse to  
8 acknowledge the employee status of Plaintiffs and the Class and to pay all back wages  
9 earned and unpaid.

10       66. Defendants were aware that Plaintiffs and the Class members were  
11 entitled to a minimum wage guaranteed by Nevada's Minimum Wage Law.

12       67. Defendants' misclassification of Plaintiffs and the Class members as  
13 "independent contractors" was willful and not the result of mistake or inadvertence.

14       68. Defendants intentionally misclassified Plaintiffs and the Class members  
15 as independent contractors and improperly withheld payment of minimum wages to  
16 them and disregarded state law so as to increase their profits.

17       69. Defendants' conduct described herein constitutes oppression, fraud  
18 and/or malice and entitles Plaintiffs and the Class to exemplary and punitive  
19 damages in an amount to be determined at trial.

20       70. Plaintiffs and the Class are entitled to an award of reasonable attorney  
21 fees and costs upon successful prosecution of this case pursuant to the Minimum  
22 Wage Amendment and NRS 608.140.

1       WHEREFORE, Plaintiffs and the Class pray for judgment on this cause of  
2 action against Defendants as follows:

- 3           a. for back wages due Plaintiffs and the Class for work earned and unpaid,  
4           in an amount to be proven at trial;
- 5           b. for pre- and post-judgment interest due on such sums at the highest rate  
6           permitted by law;
- 7           c. for their attorney fees and costs;
- 8           d. for exemplary and punitive damages; and
- 9           e. for such other and further relief as may be fair and equitable under the  
10          circumstances.

11                               **THIRD CAUSE OF ACTION**  
12                               **(NRS 608.040-050 - Wait-Time Penalties)**

13       71. Plaintiffs incorporate the foregoing allegations as though fully set forth  
14 herein.

15       72. Plaintiffs and other members of the Class were terminated from and/or  
16 resigned employment with Defendants.

17       73. Upon such termination and resignation, Defendants were obligated,  
18 pursuant to NRS 608.020-050, to pay all wages due and then owing, including wages  
19 due and owing as described herein which Defendants failed to pay during the course  
20 of employment.

21       74. Defendants failed to pay Plaintiffs and the Class who were terminated  
22 and/or resigned employment within the time periods required by NRS 608.020-50.

1        75. Pursuant to NRS 608.040-050, the wages or compensation due and owing  
2 Plaintiffs and the Class whose employment so ended, continues at the same rate from  
3 the day she resigned, quit or was discharged until paid or for 30 days, whichever is  
4 less.

5        76. Plaintiffs and the Class are entitled to a lien to secure the payment of the  
6 penalty amount to which they were entitled pursuant to NRS 608.050.

7        77. Defendants have failed and refused, and continue to fail and refuse, to  
8 acknowledge the employee status of Plaintiffs and the Class and to pay all back wages  
9 earned and unpaid.

10       78. Defendants were aware that Plaintiffs and the Class members were  
11 entitled to a minimum wage guaranteed by Nevada's Minimum Wage Law.

12       79. Defendants' misclassification of Plaintiffs and the Class members as  
13 "independent contractors" was willful and not the result of mistake or inadvertence.

14       80. Defendants intentionally misclassified Plaintiffs and the Class members  
15 as independent contractors and improperly withheld payment of minimum wages to  
16 them and disregarded state law so as to increase their profits.

17       81. Defendants' conduct described herein constitutes oppression, fraud  
18 and/or malice and entitles Plaintiffs and the Class to exemplary and punitive  
19 damages in an amount to be determined at trial.

20       82. Plaintiffs and the Class are entitled to an award of reasonable attorney  
21 fees and costs upon successful prosecution of this case pursuant to the Minimum  
22 Wage Amendment and NRS 608.140.

1       WHEREFORE, Plaintiffs and the Class pray for judgment on this cause of  
2 action against Defendants as follows:

- 3           a. for payment of a penalty to Plaintiffs and the Class pursuant to 608.040  
4           and 608.050, in an amount to be proven at trial;  
5           b. for an establishment of a lien pursuant to NRS 608.050 securing the  
6           payment of such penalty;  
7           c. for pre- and post-judgment interest due on such sums that the highest  
8           rate permitted by law;  
9           d. for their attorney fees and costs;  
10          e. for exemplary and punitive damages; and  
11          f. for such other and further relief as may be fair and equitable under the  
12          circumstances.

13                               **FOURTH CAUSE OF ACTION**  
14                               **(Unjust Enrichment)**

15          83. Plaintiffs incorporate the foregoing allegations as though fully set forth  
16 herein.

17          84. Defendants have been unjustly enriched, and Plaintiffs and the Class  
18 have been unjustly impoverished as a result of, among other things: a) Defendants'  
19 failure to pay any wages to Plaintiffs and the Class; b) Defendants' wrongful  
20 conversion, confiscation and taking of money from Plaintiffs and the Class as a  
21 condition of employment; and c) improper imposition and taking of fees, charges,  
22 fines, penalties from Plaintiffs and the Class as condition of employment.

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CLASS ACTION PRAYER

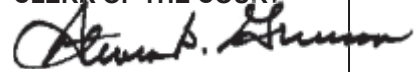
Plaintiffs further request that the Court certify this action as a Class Action pursuant to N.R.C.P. 23 and designate Plaintiffs as Class Representatives and their counsel as Class Counsel for all claims stated herein

Dated: May 1, 2015.

MORRIS ANDERSON LAW

By: /s/ Ryan M. Anderson  
Ryan M. Anderson  
Jacqueline Bretell  
MORRIS// ANDERSON  
716 S. Jones Blvd  
Las Vegas, Nevada 89107

TAB 15



**ORDR**

KIMBALL JONES, ESQ.

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*Attorneys for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JANE DOE DANCER, I through V, individually,  
and on behalf of Class of similarly situated  
individuals,

Plaintiffs,

vs.

LA FUENTE, INC., an active Nevada Corporation,  
WESTERN PROPERTY HOLDINGS, LLC, an  
active Nevada Limited Liability Company (all d/b/a  
CHEETAHS LAS VEGAS and/or THE NEW  
CHEETAHS GENTLEMAN'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-14-709851-C

DEPT. NO.: IV

**ORDER ON PLAINTIFFS' MOTION FOR ORDER ON PROPOSED JURY INSTRUCTIONS  
AND FEES AND COSTS**

The District Court, having taken the Plaintiffs' Motion for Order on Proposed Jury Instructions and Fees and Costs under advisement until the Discovery Commissioner ruled on Plaintiffs' Motion for Sanctions and Fees and Costs pertaining to the fees and costs prior to April 2018, renders its ruling pertaining to fees and costs after April 2018 on this matter. Having reviewed all points, authorities, and exhibits, as well as considering the oral arguments of counsel at the previous hearing on November 1, 2018 and after an analysis of the *Brunzell* factors:

///

///

1 THE COURT FINDS that Plaintiffs are not entitled to costs incurred for an Airline Ticket for P.  
2 Andrew Sterling, Esq., to attend the hearing totaling \$379.96, Parking totaling \$13.00, and a Taxi  
3 totaling \$56.55.

4 THE COURT FURTHER FINDS that in relation to the attorney's fees requested by The Law  
5 Offices of BIGHORN LAW, that Plaintiffs are not entitled to fee entry dated 05/04/2018 and titled  
6 Reviewed and Finalized DCR&R from 03/30/2018 totaling \$160.00 and fee entry dated 06/11/2018 and  
7 titled Prepared Memo of Fees and Costs totaling \$320.00.

8 THE COURT FURTHER FINDS that in relation to the attorney s fees requested by the Law  
9 Offices of RUSING, LOPEZ & LIZARDI, PLLC, the Plaintiffs are not entitled to the full fee entry  
10 dated 08/08/2018 totaling 11.8 hours titled Prepare for and attend hearing; the Court will allow 3.5  
11 hours for this entry.

12 THE COURT FURTHER FINDS that Four factors determine whether attorneys' fees requested  
13 are reasonable: (1) the qualities of the advocate: his ability, his training, education, experience,  
14 professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its  
15 importance, time and skill required, the responsibility imposed and the prominence and character of the  
16 parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer:  
17 the skill, time and attention given to the work; and (4) the result: whether the attorney was successful  
18 and what benefits were derived. *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969). If the  
19 record reflects that the court properly considered these factors, there is no abuse of discretion. *Wynn v.*  
20 *Smith*, 117 Nev. 6, 13,16 P.3d 424, 428-29 (2001); *Beattie v. Thompson*, 99 Nev. 579, 588-89, 668 P.2d  
21 268, 274 (1983).

22 THE COURT FURTHER FINDS that Each attorney, Ms. Calvert, Mr. Jones and Mr. Sterling,  
23 are qualified, educated attorneys with significant skill and experience. As the Court is keenly aware, this  
24 work, involving numerous parties and involving pursuit of document for years, has required great  
25 technical skill and tenacity.

1 THE COURT FURTHER FINDS that Mr. Jones is a managing partner with the Law Offices of  
2 BIGHORN LAW. Mr. Jones was first admitted to practice law in Nevada in 2013 and also passed the  
3 Idaho Bar Exam. Mr. Jones has prevailed in more than 90 percent of the arbitrations and trials he has  
4 litigated. And, as a partner in his firm, he has recovered more than \$20,000,000 for clients through  
5 judgments and settlements in the last five (5) year. Mr. Jones' usual and customary fee on an hourly  
6 basis is \$400.00 an hour, which is far below average for attorneys of my skill and experience who  
7 handle similar matters in Clark County, Nevada.  
8

9 THE COURT FURTHER FINDS that Ms. Lauren Calvert, Esq., is a duly licensed to practice  
10 law in the State of Nevada and is familiar with the facts and circumstances surrounding this matter. Ms.  
11 Calvert has been an attorney, admitted to practice in the State of Nevada for the past 11. Ms. Calvert's  
12 billing rate of \$375.00 per hour is at or below average for attorneys of her skill and experience who  
13 handle similar matters in Clark County, Nevada.  
14

15 THE COURT FURTHER FINDS that Mr. Sterling is a 2002 graduate of the University of Texas  
16 Law School. He is currently admitted to practice law in the states of Arizona, Nevada, and Maryland and  
17 he is an adjunct professor at the University of Arizona James E. Rogers College of Law, where he  
18 teaches a seminar on civil pre-trial practice and procedure. He has extensive experience in handling class  
19 action lawsuits in multiple jurisdictions. Mr. Sterling's billing rate is \$320 an hour.

20 THEREFORE, IT IS HEREBY ORDERED that Plaintiffs shall be awarded Costs in the amount  
21 of \$6.00, and Attorney Fees in the amount of \$29,493.50, for a total award of \$29,499.50.

22 IT IS FURTHER ORDERED that the total amount will be due and owing from the Defendant,  
23 not their attorneys, to the Plaintiffs within thirty (30) days after the Order is served on Defendant.  
24

25 IT IS FURTHER ORDERED that Counsel for Plaintiffs are to prepare the Order, to include the  
26 analysis of the *Brunzell* factors as set forth in its Motion, to be approved as to form and content by  
27 counsel for Defendant.  
28

///

1 IT IS FURTHER ORDERED that the Order is due within ten (10) days of this Minute Order.

2 DATED this 1 day of <sup>March</sup>~~February~~, 2019.

3  
4   
DISTRICT COURT JUDGE  


5 Respectfully Submitted by:

6 **BIGHORN LAW**

7   
8 **KIMBALL JONES, ESQ.**

9 Nevada Bar No.: 12982

10 716 S. Jones Blvd.

11 Las Vegas, Nevada 89107

12 **MICHAEL J. RUSING, ESQ.**

13 (Admitted Pro Hac Vice)

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

15 Nevada Bar No.: 13769

16 **RUSING LOPEZ & LIZARDI, PLLC**

17 6363 North Swan Road, Suite 151

18 Tucson, Arizona 85718

19 *Attorneys for Plaintiffs*

Approved as to Form and Content by:

**HARTWELL THALACKER, LTD.**

***REFUSED TO SIGN***

**DOREEN SPEARS HARTWELL, ESQ.**

Nevada Bar No.: 7525

11920 Southern Highlands Pkwy., Suite 201

Las Vegas, Nevada 89141

**DEAN R. FUCHS, ESQ.**

(Admitted Pro Hac Vice)

**SCHULTEN WARD**

**TURNER & WEISS, LLP**

260 Peachtree Street NW, Suite 2700

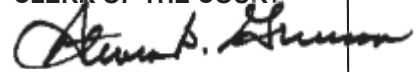
Atlanta, Georgia 30303

*Attorneys for Defendants*

20 *Order on Pliffs Motion for Order*  
21 *on Proposed jury instructions*  
22 *and fees and costs*

23 *A-14-709851-C*  
24  
25  
26  
27  
28

TAB 16



1 **NEOJ**  
2 KIMBALL JONES, ESQ.  
3 Nevada Bar No.: 12982  
4 **BIGHORN LAW**  
5 716 S. Jones Blvd.  
6 Las Vegas, Nevada 89107  
7 Phone: (702) 333-1111  
8 Email: [Kimball@BighornLaw.com](mailto:Kimball@BighornLaw.com)

9 MICHAEL J. RUSING, ESQ.  
10 Arizona Bar No.: 6617 (*Admitted Pro Hac Vice*)  
11 P. ANDREW STERLING, ESQ.  
12 Nevada Bar No.: 13769  
13 **RUSING LOPEZ & LIZARDI, PLLC**  
14 6363 North Swan Road, Suite 151  
15 Tucson, Arizona 85718  
16 Phone: (520) 792-4800  
17 Fax: (520) 529-4262  
18 Email: [asterling@rllaz.com](mailto:asterling@rllaz.com)

19 *Attorneys for Plaintiffs*

20 **DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 JANE DOE DANCER, I through V, individually,  
23 and on behalf of Class of similarly situated  
24 individuals,

25 Plaintiffs,

26 vs.

27 LA FUENTE, INC., an active Nevada  
28 Corporation, WESTERN PROPERTY  
HOLDINGS, LLC, an active Nevada Limited  
Liability Company (all d/b/a CHEETAHS LAS  
VEGAS and/or THE NEW CHEETAHS  
GENTLEMAN'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-14-709851-C  
DEPT. NO.: IV

**NOTICE OF ENTRY OF ORDER**

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TO: THEIR RESPECTIVE COUNSEL OF RECORD:

DATED this 5th day of March, 2019.

By: /s/ Kimball Jones

Nevada Bar No.: 12982

Las Vegas, Nevada 89107

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

Nevada Bar No.: 13769

6363 North Swan Road, Suite 151

*Attorneys for Plaintiffs*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of  
3 **BIGHORN LAW**, and on the 5th day of March, 2019, I served the foregoing **NOTICE OF ENTRY**  
4 **OF ORDER** as follows:

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

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

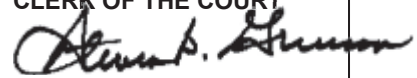
9 ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile  
10 number(s) shown below and in the confirmation sheet filed herewith. Consent to  
11 service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by  
facsimile transmission is made in writing and sent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

12 Doreen Spears Hartwell, Esq.  
13 HARTWELL THALACKER, LTD.  
14 11920 Southern Highlands Parkway, Suite 201  
Las Vegas, Nevada 89141  
[Doreen@HartwellThalacker.com](mailto:Doreen@HartwellThalacker.com)

15 Dean R. Fuchs, Esq.  
16 SCHULTEN WARD & TURNER, LLP  
17 260 Peachtree Street NW, Suite 2700  
Atlanta, Georgia 30303  
[d.fuchs@swtwlaw.com](mailto:d.fuchs@swtwlaw.com)

18 *Attorneys for Defendants*  
19

20 /s/ Erickson Finch  
21 An employee/agent of **BIGHORN LAW**  
22  
23  
24  
25  
26  
27  
28



**ORDR**

KIMBALL JONES, ESQ.

Nevada Bar No.: 12982

**BIGHORN LAW**

716 S. Jones Blvd.

Las Vegas, Nevada 89107

Phone: (702) 333-1111

Email: [Kimball@BighornLaw.com](mailto:Kimball@BighornLaw.com)

*Attorneys for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JANE DOE DANCER, I through V, individually,  
and on behalf of Class of similarly situated  
individuals,

Plaintiffs,

vs.

LA FUENTE, INC., an active Nevada Corporation,  
WESTERN PROPERTY HOLDINGS, LLC, an  
active Nevada Limited Liability Company (all d/b/a  
CHEETAHS LAS VEGAS and/or THE NEW  
CHEETAHS GENTLEMAN'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-14-709851-C

DEPT. NO.: IV

**ORDER ON PLAINTIFFS' MOTION FOR ORDER ON PROPOSED JURY INSTRUCTIONS  
AND FEES AND COSTS**

The District Court, having taken the Plaintiffs' Motion for Order on Proposed Jury Instructions and Fees and Costs under advisement until the Discovery Commissioner ruled on Plaintiffs' Motion for Sanctions and Fees and Costs pertaining to the fees and costs prior to April 2018, renders its ruling pertaining to fees and costs after April 2018 on this matter. Having reviewed all points, authorities, and exhibits, as well as considering the oral arguments of counsel at the previous hearing on November 1, 2018 and after an analysis of the *Brunzell* factors:

///

///

1 THE COURT FINDS that Plaintiffs are not entitled to costs incurred for an Airline Ticket for P.  
2 Andrew Sterling, Esq., to attend the hearing totaling \$379.96, Parking totaling \$13.00, and a Taxi  
3 totaling \$56.55.

4 THE COURT FURTHER FINDS that in relation to the attorney's fees requested by The Law  
5 Offices of BIGHORN LAW, that Plaintiffs are not entitled to fee entry dated 05/04/2018 and titled  
6 Reviewed and Finalized DCR&R from 03/30/2018 totaling \$160.00 and fee entry dated 06/11/2018 and  
7 titled Prepared Memo of Fees and Costs totaling \$320.00.

8 THE COURT FURTHER FINDS that in relation to the attorney s fees requested by the Law  
9 Offices of RUSING, LOPEZ & LIZARDI, PLLC, the Plaintiffs are not entitled to the full fee entry  
10 dated 08/08/2018 totaling 11.8 hours titled Prepare for and attend hearing; the Court will allow 3.5  
11 hours for this entry.

12 THE COURT FURTHER FINDS that Four factors determine whether attorneys' fees requested  
13 are reasonable: (1) the qualities of the advocate: his ability, his training, education, experience,  
14 professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its  
15 importance, time and skill required, the responsibility imposed and the prominence and character of the  
16 parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer:  
17 the skill, time and attention given to the work; and (4) the result: whether the attorney was successful  
18 and what benefits were derived. *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969). If the  
19 record reflects that the court properly considered these factors, there is no abuse of discretion. *Wynn v.*  
20 *Smith*, 117 Nev. 6, 13,16 P.3d 424, 428-29 (2001); *Beattie v. Thompson*, 99 Nev. 579, 588-89, 668 P.2d  
21 268, 274 (1983).

22 THE COURT FURTHER FINDS that Each attorney, Ms. Calvert, Mr. Jones and Mr. Sterling,  
23 are qualified, educated attorneys with significant skill and experience. As the Court is keenly aware, this  
24 work, involving numerous parties and involving pursuit of document for years, has required great  
25 technical skill and tenacity.

1 THE COURT FURTHER FINDS that Mr. Jones is a managing partner with the Law Offices of  
2 BIGHORN LAW. Mr. Jones was first admitted to practice law in Nevada in 2013 and also passed the  
3 Idaho Bar Exam. Mr. Jones has prevailed in more than 90 percent of the arbitrations and trials he has  
4 litigated. And, as a partner in his firm, he has recovered more than \$20,000,000 for clients through  
5 judgments and settlements in the last five (5) year. Mr. Jones' usual and customary fee on an hourly  
6 basis is \$400.00 an hour, which is far below average for attorneys of my skill and experience who  
7 handle similar matters in Clark County, Nevada.  
8

9 THE COURT FURTHER FINDS that Ms. Lauren Calvert, Esq., is a duly licensed to practice  
10 law in the State of Nevada and is familiar with the facts and circumstances surrounding this matter. Ms.  
11 Calvert has been an attorney, admitted to practice in the State of Nevada for the past 11. Ms. Calvert's  
12 billing rate of \$375.00 per hour is at or below average for attorneys of her skill and experience who  
13 handle similar matters in Clark County, Nevada.  
14

15 THE COURT FURTHER FINDS that Mr. Sterling is a 2002 graduate of the University of Texas  
16 Law School. He is currently admitted to practice law in the states of Arizona, Nevada, and Maryland and  
17 he is an adjunct professor at the University of Arizona James E. Rogers College of Law, where he  
18 teaches a seminar on civil pre-trial practice and procedure. He has extensive experience in handling class  
19 action lawsuits in multiple jurisdictions. Mr. Sterling's billing rate is \$320 an hour.

20 THEREFORE, IT IS HEREBY ORDERED that Plaintiffs shall be awarded Costs in the amount  
21 of \$6.00, and Attorney Fees in the amount of \$29,493.50, for a total award of \$29,499.50.

22 IT IS FURTHER ORDERED that the total amount will be due and owing from the Defendant,  
23 not their attorneys, to the Plaintiffs within thirty (30) days after the Order is served on Defendant.  
24

25 IT IS FURTHER ORDERED that Counsel for Plaintiffs are to prepare the Order, to include the  
26 analysis of the *Brunzell* factors as set forth in its Motion, to be approved as to form and content by  
27 counsel for Defendant.  
28

///

1 IT IS FURTHER ORDERED that the Order is due within ten (10) days of this Minute Order.

2 DATED this 1 day of <sup>March</sup>~~February~~, 2019.

3  
4   
DISTRICT COURT JUDGE  


5 Respectfully Submitted by:

6 **BIGHORN LAW**

7   
8 **KIMBALL JONES, ESQ.**

9 Nevada Bar No.: 12982

10 716 S. Jones Blvd.

11 Las Vegas, Nevada 89107

12 **MICHAEL J. RUSING, ESQ.**

13 (Admitted Pro Hac Vice)

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

15 Nevada Bar No.: 13769

16 **RUSING LOPEZ & LIZARDI, PLLC**

17 6363 North Swan Road, Suite 151

18 Tucson, Arizona 85718

19 *Attorneys for Plaintiffs*

Approved as to Form and Content by:

**HARTWELL THALACKER, LTD.**

***REFUSED TO SIGN***

**DOREEN SPEARS HARTWELL, ESQ.**

Nevada Bar No.: 7525

11920 Southern Highlands Pkwy., Suite 201

Las Vegas, Nevada 89141

**DEAN R. FUCHS, ESQ.**

(Admitted Pro Hac Vice)

**SCHULTEN WARD**

**TURNER & WEISS, LLP**

260 Peachtree Street NW, Suite 2700

Atlanta, Georgia 30303

*Attorneys for Defendants*

20 *Order on Plffs Motion for Order*  
21 *on Proposed jury instructions*  
22 *and fees and costs*

23 *A-14-709851-C*  
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## In the Supreme Court of the State of Nevada

Electronically Filed  
Apr 28 2019 08:04 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

La Fuente, Inc., a Nevada corp., and  
Western Properties Holdings, LLC

Appellants,

v.

Jane Does I through V,

Respondents.

No. 78356

**DOCKETING STATEMENT  
CIVIL APPEAL  
For Appellants La Fuente, Inc. and  
Western Properties Holdings, LLC**

### GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

### WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to attach documents as requested in this statement, completely fill out the statement, or to fail to file it in a timely manner, will constitute grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See Moran v. Bonneville Square Assocs.*, 117 Nev. 525, 25 P.3d (2001); *KDI Sylvan Pools v. Workman*, 107 Nev. 340, 810 P.2d 1217 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department IV County Clark  
Judge Kerry Earley District Ct. Docket No. A-14-709851-C

2. **Attorney filing this docket statement:**

Attorney Doreen Spears Hartwell, Esq. Telephone : (702) 850-1074  
Laura J. Thalacker, Esq.  
Firm Hartwell Thalacker, Ltd.  
Address 11920 Southern Highlands Parkway, Suite 201  
Las Vegas, NV 89141  
Client: La Fuente, Inc. and Western Properties Holding, LLC.

**If this is a joint statement completed on behalf of multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.**

3. **Attorney(s) representing respondent(s):**

Attorney: Kimbal Jones, Esq. Telephone: 702-333-1111  
Firm : Big Horn Law  
Address: 716 Jones Blvd.  
Las Vegas, NV 89107

and

Attorney: Michael Rusling, Esq. (Pro Hac Vice) Telephone: 520-547-4831  
Peter Sterling, Esq. (Pro Hac Vice)  
Firm: Rusing, Lopez & Lizardi, PLLC  
Address: 6363 North Swan Road, Suite 151  
Tucson, AZ 85718  
Clients: Jane Does I through V

4. **Nature of disposition below (check all that apply)**

- |  |   |
|--|---|
| <input type="checkbox"/> Judgment after bench trial  | <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief              |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Grant/Denial of injunction                     |
| <input checked="" type="checkbox"/> Summary judgment | <input type="checkbox"/> Grant/Denial of declaratory relief             |
| <input type="checkbox"/> Default judgment            | <input type="checkbox"/> Review of agency determination                 |
| <input type="checkbox"/> Dismissal                   | <input type="checkbox"/> Divorce decree                                 |
| <input type="checkbox"/> Lack of jurisdiction        | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Failure to state a claim    | <input type="checkbox"/> Other disposition (specify) _____              |
| <input type="checkbox"/> Failure to prosecute        | _____   |
| <input type="checkbox"/> Other (specify) _____       | _____   |

5. **Does this appeal raise issues concerning any of the following: No.**

- |  |  |
|--|--|
| <input type="checkbox"/> Child custody | <input type="checkbox"/> Termination of parental rights    |
| <input type="checkbox"/> Venue         | <input type="checkbox"/> Grant/denial of injunction or TRO |
| <input type="checkbox"/> Adoption      | <input type="checkbox"/> Juvenile matters                  |

6. **Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Jane Doe I-V vs. La Fuente, Inc., Dkt No. 78078, and La Fuente, Inc. v. Jane Doe I-V, Dkt No. 78238.

7. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

8. **Nature of the action.** Briefly describe the nature of the action, including a list of the causes of action pleaded, and the result below:

Jane Does I through V, dancers from Cheetah's nightclub, initiated a class action against La Fuente, Inc. and Western Properties Holdings, LLC under the Nevada Minimum Wage Amendment, NRS 608 and unjust enrichment alleging that they were misclassified employees and not independent contractors.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal:

Duplicative award of attorney's fees sanction against Appellants relating to spoliation issue after summary judgment was granted in Appellants favor dismissing all claims against them.

10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket number and identify the same or similar issues raised:

La Fuente, Inc. v Jane Does I through V, Docket No. 78238.

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130.

N/A

12. **Other issues.** Does this appeal involve any of the following issues? No

- ☐ Reversal of well-settled Nevada precedent (on an attachment, identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first-impression
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- ☐ A ballot question

13. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? N/A

14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal. If so, which Justice? **Judge Bonnie Bulla**

#### **TIMELINESS OF NOTICE OF APPEAL**

15. **Date of entry of written judgment or order appealed from** 3/5/19 Order on Plaintiffs' Motion for Fees and Costs (Tab 15) **Attach a copy. If more than one judgment or order is appealed from, attach copies of each judgment or order from which an appeal is taken.**

(a) If no written judgment or order was filed in the district court, explain the basis for seeking appellate review: N/A

16. **Date written notice of entry of judgment or order served** 3/5/19 Notice of Entry of Order (Tab 16). **Attach a copy, including proof of service, for each order or judgment appealed from.**

(a) Was service by delivery \_\_\_\_\_ or by mail ELECTRONIC SERVICE.

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59) N/A

(a) Specify the type of motion, and the date and method of service of the motion, and date of filing.

NRCP50(b) \_\_\_\_\_ Date served \_\_\_\_\_ By delivery \_\_\_\_\_ or by mail \_\_\_\_\_ Date of filing \_\_\_\_\_  
NRCP52(b) \_\_\_\_\_ Date served \_\_\_\_\_ By delivery \_\_\_\_\_ or by mail \_\_\_\_\_ Date of filing \_\_\_\_\_  
NRCP59 \_\_\_\_\_ Date served \_\_\_\_\_ Date of filing \_\_\_\_\_

**Attach copies of all post-trial tolling motions.**

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration do not toll the time for filing a notice of appeal**

(b) Date of entry of written order resolving tolling N/A.

(c) Date written notice of entry of order resolving motion served N/A. **Attach a copy, including proof of service.**

(i) Was service by delivery \_\_\_\_\_ or by mail \_\_\_\_\_ (specify).

18. **Date notice of appeal was filed** March 11, 2019.

(a) If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal.

19. **Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a), NRS 155.190, or other** N/A

#### **SUBSTANTIVE APPEALABILITY**

20. **Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

NRAP 3A(b)(1) X NRS 155.190 \_\_\_\_\_ (specify subsection) \_\_\_\_\_  
NRAP 3A(b)(2) \_\_\_\_\_ NRS 38.205 \_\_\_\_\_ (specify subsection) \_\_\_\_\_  
NRAP 3A(b)(3) \_\_\_\_\_ NRS 703.376 \_\_\_\_\_  
Other (specify) \_\_\_\_\_

Explain how each authority provides a basis for appeal from the judgment or order:

This is an appeal from an order awarding attorney's fees against La Fuente, Inc. and Western Properties Holdings, Inc. after entry of an order granting summary judgment dismissing all of respondents' claims.

21. **List all parties involved in the action in the district court:**

Plaintiffs Jane Does I through V  
Defendant La Fuente, Inc.  
Defendant Western Properties Holdings, LLC

(a) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served.

22. **Give a brief description (3 to 5 words) of each party's separate claims, counter claims, cross-claims or third-party claims, and the trial court's disposition of each claim, and how each claim was resolved (i.e., order, judgment, stipulation), and the date of disposition of each claim. Attach a copy of each disposition.**

Respondent brought claims of violation of the Nevada Minimum Wage Act, violation of NRS 608 and unjust enrichment all arising out of allegations of being misclassified as an independent contractor.

23. **Attach copies of the last-filed version of all complaints, counterclaims, and/or cross-claims filed in the district court.**

Amended Complaint (Tab 23A), La Fuente Answer (Tab 23B) and Western Property Answer (Tab 23C).

24. **Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below:** Yes

25. **If you answered "No" to the immediately previous question, complete the following:**

- (a) Specify the claims remaining pending below: N/A
- (b) Specify the parties remaining below: N/A
- (c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b): NA

**If "Yes," attach a copy of the certification or order, including any notice of entry and proof of service**

- (d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment: N/A

26. **If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

## VERIFICATION

**I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.**

La Fuente, Inc. and Western Properties  
Holdings, LLC

\_\_\_\_\_  
Name of appellant

Doreen Spears Hartwell, Esq.

\_\_\_\_\_  
Name of counsel of Record

4/28/19

\_\_\_\_\_  
Date

/s/Doreen Spears Hartwell

\_\_\_\_\_  
Signature of counsel of record

Clark County, Nevada

\_\_\_\_\_  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 28th day of April 2019, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By emailing via e-Flex, direct email and/or placing in the U.S. mail with first class mail with sufficient first class postage prepaid to the following address(es):

Kimbal Jones  
Big Horn Law  
716 Jones Blvd.  
Las Vegas, Nevada 89107  
Attorneys for Respondents

mrusing@rllaz.com  
asterling@rllaz.com  
Michael J. Rusing  
P. Andrew Sterling  
Rusing, Lopez & Lizardi, PLLC  
6363 North Swan Road, Suite 151  
Tucson, AZ 85718  
Attorneys for Respondents

LWL1@sbcglobal.net  
Lansford W. Levitt  
Attorney at Law - Arbitrator - Mediator  
775.857.9754 (M)  
4230 Christy Way  
Reno, Nevada 89519  
Supreme Court Settlement Judge

Dated this 29th day of April 2019.

/s/Doreen Spears Hartwell  
Doreen Spears Hartwell, Esq.