

IN THE SUPREME COURT OF THE STATE OF NEVADA

JANE DOE DANCER, I; JANE DOE
DANCER, II; JANE DOE DANCER, III;
and JANE DOE DANCER, V,
individually, and on behalf of Class of
similarly situated individuals,

Appellants,

vs.

LA FUENTE, INC., an active Nevada
Corporation,

Respondent.

CASE NO.: 78078

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District Court Case No. 10-2020-08504
Elizabeth A. Brown
Clerk of Supreme Court
Appeal from the Eighth Judicial District
Court, Clark County, Nevada

**APPELLANTS' APPENDIX
VOLUME II**

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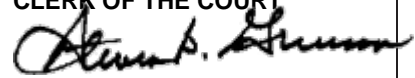
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CHRONOLOGICAL INDEX TO APPENDIX

VOL.	PAGES	DOCUMENT
I.	APP0001 – APP0017	Plaintiffs' Complaint
I.	APP0018 – APP0033	Defendant's Answer to Plaintiffs' Complaint
I.	APP0034 – APP0089	Deposition of Diana Pontrelli
I.	APP0090 – APP0134	Deposition of Jane Doe III
I.	APP0135 – APP0187	Deposition of Jane Doe
II.	APP0188- APP0438	Defendant's Motion for Summary Judgment (Part One)
III.	APP0439- APP0654	Defendant's Motion for Summary Judgment (Continued)
IV.	APP0655- 0794	Plaintiffs' Opposition to Defendant's Motion for Summary Judgment
V.	0795-0932	Errata to Plaintiffs' Cross-Motion for Summary Judgment and Opposition to Defendant's Motion for Summary Judgment
V.	0933-0951	Reply in Support of Plaintiff's Cross-Motion for Summary Judgment
V.	0952-0961	Order Granting Defendant's Motion for Summary Judgment and Denying Plaintiffs' Counter-motion for Summary Judgment

TRANSCRIPTS		
VI.	APP0962- 1069	Transcript—October 4, 2018



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**DISTRICT COURT
CLARK COUNTY NEVADA**

Jane Doe Dancer, I
Through V, et al.

Plaintiff,

vs.

La Fuente, Inc. et al.

Defendants.

Case No.: A-14-709851-C

Dept. No. IV

**DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Date:

Time:

Defendants La Fuente, Inc. and Western Properties Holdings, LLC move for summary judgment against Jane Doe Dancers I through V pursuant to NRCP 56 because Plaintiffs are Defendant La Fuente, Inc.'s independent contractors as a matter of law pursuant to NRS 608.0155. Moreover, to the extent Plaintiffs' First Amended Complaint seeks to assert any claim for damages prior to November 14, 2012, it is barred by the applicable two (2) year statute of limitations.

1 This motion is based on the following memorandum of points and authorities, the
2 attached exhibits and pleadings on file.

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7 **NOTICE OF HEARING**

8 To: Plaintiffs Jane Doe, et al and their counsel of record:

9 Please take notice that the hearing on Defendants' Motion for Summary Judgment will be
10 heard in Dept. IV of the Regional Justice Center on the 18th day of April 2018, at 9:00
11 a.m./~~p.m.~~ or as soon thereafter as counsel can be heard.
12

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17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I. INTRODUCTION**

19 Defendants seek summary judgment on the ground that Plaintiffs are not entitled to relief
20 under the Nevada Minimum Wage Amendment (NEV. CONST., Art. XV, Sec. 16(A)) or NRS
21 Chapter 608 because they were independent contractors as a matter of law. Moreover,
22 Defendants are entitled to summary judgment on any claim asserted for damages accruing prior
23 to November 14, 2012 because it is time-barred by the statute of limitations. Finally, Plaintiffs'
24 claims for unjust enrichment are barred because legal remedies exist for the damages sought by
25 Plaintiffs, and claims for unjust enrichment for damages incurred prior to November 14, 2012 are
26 time-barred.
27

28 ///

1 There are no genuine issues of material fact. Defendants are entitled to summary
2 judgment as a matter of law.

3 **II. STATEMENT OF UNDISPUTED MATERIAL FACTS**

4 1. Plaintiff's original complaint was filed on November 14, 2014.

5 2. Plaintiff's First Amended Class Action Complaint was filed on May 1, 2015.

6 3. Plaintiffs are exotic dancers/entertainers who currently or formerly performed at a
7 topless gentlemen's club owned by La Fuente, Inc. d/b/a Cheetahs Las Vegas. (*See* Jane Doe
8 Dancer III Deposition Transcript dated 3.17.17 ("Jane Doe Dancer III Trans."), attached as
9 Exhibit 1 at pp. 15-28 (MSJ015-28); JLH Dancer Deposition Transcript dated 3.17.17 ("JLJ
10 Dancer Trans."), attached as Ex. 2 at pp. 22, 27, 39-40 (MSJ145, 150, 172-73).

11 4. At all relevant times, Cheetahs dancers were required by law to have a business
12 license issued by the Nevada Secretary of State to perform as an exotic dancer. (Jane Doe
13 Dancer III Trans. at pp. 20-22, 73:7-9 (MSJ020-22, MSJ073; JLH Dancer Trans. at pp. 18:24 –
14 19:8, 47-48, (MSJ142-43, MSJ171-72), Depo. Ex. 4 (MSJ258); *see also* Diana Pontrelli
15 Deposition Transcript dated 3.16.17 ("Pontrelli Trans") attached as Ex. 3, at 29:23 (MSJ288).
16 Jane Doe Dancer III and Dancer JLH had state-issued business licenses as sole proprietors when
17 they performed at Cheetahs. *Id.* *See* Jane Doe Dancer III's Amended Answers to Defendants'
18 Interrogatories attached as Ex. 4, at No. 10 (MSJ405); *see also* Dancer JLH's Answers to
19 Defendants' Interrogatories, attached as Ex. 5 at Nos. 10 & 21 (MSJ420, MSJ426-427.) Dancers
20 personally obtained and paid \$200 for their own business licenses. (Jane Doe Dancer III Trans.
21 at pp. 21, 107-108, (MSJ021, MSJ107-8), Dep.Ex. 3 (MSJ123); Dancer JLH Trans. at pp. 47-48
22 (MSJ171-72); Dancer JLH's Answer to Defs' Interrogatories, No. 21(MSJ426)).

23 5. Both Jane Doe Dancer III and Dancer JLH have Social Security Numbers. (Jane
24 Doe Dancer III Dep. Ex. 2, p.1; JLH Dancer Dep. at pp. 96-97; Trans Ex. 1, p.3).

25 6. Jane Doe Dancer III understood that for the purpose of her business license, she
26 was considered (and considered herself) an independent contractor. (Jane Doe Dancer III Trans
27 at pp. 22:13, 86:22 – 87:18 (MSJ022, MSJ086-87)).

28 7. In order to perform at Cheetahs (or at any other gentlemen's club), exotic dancers

1 like Jane Doe Dancer III must have a sheriff's card. (Jane Doe Dancer III Trans. 23 (MSJ023);
2 Dancer JLH Trans. at pp. 19:9-12, 34:6-7, 47 (MSJ143, MSJ158, MSJ171); Pontrelli Trans. at
3 pp. 27:17-22, 29:23 (MSJ286, MSJ288)).

4 8. Cheetahs dancers are required to sign a Dancer Performance Lease when they
5 begin performing at the Club. (Jane Doe Dancer III Trans. at pp. 70-72, 98-99 (MSJ070-72;
6 Dep. Exs. 1 & 2 (MSJ117-22); Pontrelli Trans. at pp. 42:21-21, 53:8-19 (MSJ301, MSJ312);
7 Pontrelli Dep. Ex. 1 & 2 (MSJ397, MSJ400)). The purpose of the Dancer Performance Lease is
8 to establish a contractual relationship between Cheetahs and its entertainers, and to grant the
9 entertainer permission to perform on the club's premises. (Pontrelli Trans. at pp. 42:17-43:2,
10 46:12-15(MSJ301-2, MSJ305)).

11 9. The Dancer Performance Lease specially denied the existence of an employer-
12 employee relationship between the parties. (Pontrelli Dep. Ex. 1 & 2, ¶ 7A (MSJ397, MSJ400)).

13 10. The Dancer Performance Lease signed by Cheetahs dancers expressly provides
14 that Cheetahs "shall have no right to direct and/or control the nature, content, character, manner
15 or means of PERFORMER's performances. PERFORMER acknowledges and agrees, however,
16 to perform live nude and/or semi-nude entertainment consistent with the type of entertainment
17 regularly performed on the PREMISES." (Jane Doe Trans. III, Trans. Ex. 1, Section 10
18 (MSJ118)).

19 11. Cheetahs has never treated its entertainers as employees. (Pontrelli Trans. at pp.
20 52:23-25 (MSJ311)).

21 12. Jane Doe Dancer III began performing as an exotic dancer in the mid-1990s, and
22 has performed for a number of gentlemen's clubs in Las Vegas, including Talk of the Town, The
23 Library, Glitter Gulch, Crazy Horse I, Crazy Horse II, Crazy Horse III, The Spearmint Rhino,
24 and Cheetah's. (Jane Doe Dancer III Trans. at pp. 17-20 MSJ017-10)).

25 13. Prior to performing at Cheetahs, Jane Doe Dancer III had considerable experience
26 performing as an exotic dancer. (Jane Doe Dancer III Trans. at pp. 24-25 (MSJ024-25)).
27 Cheetahs dancers often work at other gentlemen's clubs. (Dancer JLH Trans. at pp. 21-23, 27-29
28 (MSJ145-47, MSJ150-52)).

1 14. Jane Doe Dancer III first began performing at Cheetahs in 2004. (Jane Doe
2 Dancer III Trans. at 24:15 (MSJ024)). Jane Doe Dancer III last performed at Cheetahs on one
3 occasion in early 2014. (Jane Doe Dancer III Trans. at pp. 15-16, 20 (MSJ015-16, MSJ020)).
4 Prior to that one occasion in 2014, she last performed at Cheetahs in 2009. (Jane Doe Dancer III
5 Trans. at pp. 26:22 – 28:4 (MSJ026-28)).

6 15. Dancer JLH began performing at Cheetahs in 1998. (Dancer JLH Trans. at 22:13
7 (MSJ146)). She left Cheetahs, returned in or about 2010-2011, left again, and returned again for
8 about 11 months in 2014. (Dancer JLH Trans. at pp. 39:17–40:18) (MSJ163-64)). She last
9 performed at Cheetahs in or about mid-February 2015. (Dancer JLH Trans. at 27:8-10 (MSJ151);
10 Dancer JLH's Answer to Def's Interrogs., No. 23 (MSJ427)).

11 16. In or about early February, 2014, Jane Doe Dancer III arrived to perform at
12 Cheetahs, was admitted entry, and two hours later, a floor manager asked her to leave the
13 premises. (Jane Doe Dancer III Trans. at pp. 25:7-14, 26:9 (MSJ025-26)).

14 17. Dancers at Cheetahs are not assigned to work any particular shift. (Jane Doe
15 Dancer III Trans. at 29:22). Cheetahs dancers are not required to work any specific days, and
16 can determine for themselves what dates and shifts they wish to perform. (Jane Doe Dancer III
17 Trans. at 30:10 (MSJ030); Dancer JLH Trans. at 47 (MSJ171); Pontrelli Trans. at pp. 27:2-7,
18 28:21 - 29:3 (MSJ286-89)). Dancer JLH chose to work about 20 days per month, but would
19 work more if a convention was in town. (Dancer JLH Trans. at 31:1-13 (MSJ155)). She would
20 typically work a few days before her personal bills were coming due. *Id.* at 61 (MSJ185).

21 18. At Cheetahs, entertainers can work as long as they wish. (Jane Doe Dancer III
22 Trans. at pp. 29:25–30:2, 38 (MSJ029-30, MSJ038)). Entertainers had the discretion to arrive
23 and leave Cheetahs when they wished. (*Id.*; Dancer JLH Trans. at 41:20-24 (MSJ165); Pontrelli
24 Trans. at 27:2-7 (MSJ286). If entertainers work at least six (6) consecutive hours at Cheetahs,
25 they get a discount on their house fee. (Pontrelli Trans. at pp. 57:17-23, 59:9-13).

26 19. Cheetahs dancers are not required to perform exclusively at Cheetahs, and they
27 are free to perform at other gentlemen's clubs if they wish to do so. (Jane Doe Dancer III Trans.
28 at 31:5-22 (MSJ031); Dancer JLH Trans. at 30:19-22 (MSJ154)).

1 20. Cheetahs dancers may attend school or hold other jobs while performing at
2 Cheetahs. (Jane Doe Dancer III Trans. at 56:15-21(MSJ056); Dancer JLH Trans. at pp. 32, 73
3 (MSJ156, MSJ0194)).

4 21. Cheetahs dancers are free to take time off from performing at Cheetahs at their
5 discretion. (Jane Doe Dancer III Trans. at 32 (MSJ156)).

6 22. Cheetahs dancers are free to consume alcohol and smoke cigarettes while they
7 work at Cheetahs. (Jane Doe Dancer III Trans. at pp. 36, 38, 56-57 (MSJ036, MSJ038, MSJ056-
8 57); Dancer JLH Trans. at pp. 73:25-74:4 (MSJ197-98)).

9 23. Cheetahs dancers are not asked or required to disclose to Cheetahs their earnings
10 from performing at Cheetahs. (Jane Doe Dancer III Trans. at 37:5-10 (MSJ037); Dancer JLH
11 Trans. at 99 (MSJ223)).

12 24. Jane Doe Dancer III does not remember how frequently she performed at
13 Cheetahs. (Jane Doe Dancer III Trans. at 39:15-17 (MSJ039)). Nor does she remember how
14 many hours, on average, she performed at Cheetahs on any given night or week. (Jane Doe
15 Dancer III Trans. at 38:1-3 (MSJ038)). She does not remember how much money, on average,
16 during any given shift or week. (Jane Doe Dancer III Trans. at pp. 50:4-7, 92:3-4 (MSJ050,
17 MSJ092). Dancer JLH also does not recall how much she earned from performing at Cheetahs,
18 but does recall earning as much as \$7,000 in one night. (Dancer JLH Trans. at pp. 55-57, 94:24 -
19 95:16 (MSJ179-81, MSJ218-19)).

20 25. Cheetahs dancers are free to perform on stage, on the floor of the club, or in its
21 VIP area. (Jane Doe Dancer III Trans. at 40 (MSJ040). Dancers are not required to perform on
22 stage or in the VIP area if they do not wish to do so. (Dancer JLH Trans. at pp. 38:24, 46, 49:7-9
23 (MSJ162, MSJ170, MSJ173); Jane Doe Dancer III Trans. at pp. 43:3-4, 60:9-12 (MSJ043,
24 MSJ060)).

25 26. Cheetahs dancers can determine how much to charge Cheetahs' customers for
26 private dances. (Jane Doe Dancer III Trans. at 40:21-25 (MSJ040); Pontrelli Trans. at 62:17
27 (MSJ321)).

28 27. Cheetahs dancers are free to perform as many dancers as they can convince

1 customers to purchase from them. (Jane Doe Dancer III Trans. at 42:13-18) (MSJ042)).

2 28. On the floor of the club, Cheetahs dancers are free to pick and choose the
3 customers for whom they want to perform. (Jane Doe Dancer III Trans. at 60:5-8 (MSJ060)).

4 29. Cheetahs dancers can perform as they please. (Jane Doe Dancer III Trans. 60
5 (MSJ060))("[On stage, you] can pretty much do whatever you want."); Dancer JLH Trans. at pp.
6 74-76 (MSJ198-200) (could dance as she pleased, the only restriction imposed by Cheetahs was
7 no prostitution).

8 30. Cheetahs dancers are free to opt-out of the club's stage rotation. (Jane Doe
9 Dancer III Trans. at 60:13-15 (MSJ060); Dancer JLH Trans. at pp. 38:24, 46 (MSJ162,
10 MSJ170)).

11 31. Cheetahs dancers are free to sit and mingle with the club's customers. (Jane Doe
12 Dancer III Trans. at 60:16-18 (MSJ060)).

13 32. Cheetahs dancers are free to take a break during their shifts, as needed. (Jane Doe
14 Dancer III Trans. at 60:22-24 (MSJ060)).

15 33. Cheetahs dancers select and pay for their own costumes. (Jane Doe Dancer III
16 Trans. at pp. 51:21-52:3 (MSJ051-52); Dancer JLH Trans. at 68 (MSJ192)). Jane Doe Dancer
17 III bought a costume every day she performed at Cheetahs at a cost of approximately \$100 each.
18 (Jane Doe Dancer III Trans. at pp. 53-54 (MSJ053-54)).

19 34. Cheetahs dancers select and pay for their own shoes. (Dancer JLH Trans. at pp.
20 70-71 (MSJ194-95); Jane Doe Dancer III Trans. at 54:9-18 (MSJ054)). Jane Doe Dancer III
21 paid up to \$95 for a pair of dancing shoes every five months. *Id.*

22 35. Cheetahs dancers select and pay for their own cosmetics. (Jane Doe Dancer III
23 Trans. at 55 (MSJ055); Dancer JLH Trans. at pp. 71-72) (MSJ194-95)).

24 36. Cheetahs dancers pay for their own hairstyling. (Jane Doe Dancer III Trans. at 55
25 (MSJ055); Dancer JLH Trans. at 72 (MSJ196)). Jane Doe Dancer III paid roughly \$300 every
26 two months for hairstyling. (Jane Doe Dancer III Trans. at pp. 55-56 (MSJ055-56)). Dancer
27 JLH spent between \$50 and \$100 per month on her hair, and another \$40 - \$70 per month on her
28 nails. (Dancer JLH Trans. at 72 (MSJ196)).

1 37. Each time dancers perform at Cheetahs, it is customary for them to tip the house
2 mom, DJ and security personnel/floor men. (Jane Doe Dancer III Trans. at pp. 63-67, 73-74, 110
3 (MSJ063-67, MSJ073-74, MSJ110)). However, tipping the house mom, DJ and security is
4 voluntary. (Pontrelli Trans. at pp. 84:21–85:15 (MSJ343-44)).

5 38. During the time she performed at Cheetahs, Jane Doe Dancer III did not file
6 federal income tax returns or pay federal income tax on her earnings from performing at
7 Cheetahs. (Jane Doe Dancer III Trans. at 61:2-15 (MSJ061); Jane Doe Dancer III's Amended
8 Answers to Defs' Interrogatories, No. 14 (MSJ423)).

9 39. Dancer JLH did file federal income tax returns for 2011, 2012, 2013 and 2015,
10 but not for 2014. (Dancer JLH Trans. at pp. 77-78 (MSJ201-2). In the years she filed federal
11 income tax returns, Dancer JLH deducted from her taxable income her expenses associated with
12 dancing. (Dancer JLH Trans. at pp. 82–83, 127-128 (MSJ206-7, MSJ251-52)).

13 40. Western Property Holdings, LLC is the corporate entity which owns the property
14 on which Cheetah sits. *See* Pontrelli Declaration, ("Pontrelli Decl."), attached as Exhibit 6, at
15 ¶12 (MSJ431). It is Cheetah's corporate landlord. (Pontrelli Decl., ¶12 (MSJ431)).

16 41. Western has no relationship of any kind with the entertainers who perform at
17 Cheetahs. (Pontrelli Decl., ¶13 (MSJ431). Indeed, Cheetahs dancers have never heard of
18 Western, and have no idea what it is. (Jane Doe Dancer III Trans. at 97:19-23 (MSJ097)).

19 **III. LEGAL STANDARD**

20 Summary judgment is appropriate and the judgment sought must be rendered where
21 "there is no genuine issue as to any material fact remains and. . .the moving party is entitled to
22 judgment as a matter of law. N.R.C.P. 56(c); *see also Turner v. Mandalay Sports Entertainment,*
23 *LLC*, 124 Nev. 213, 216-17, 180 P.3d 1172, 1174 (2008); *Lomastro v. Amer. Fam. Ins. Group,*
24 *LLC*, 124 Nev. 1060, 1066, 195 P.3d 339, 344 (2008); *Adaven Mgmt., Inc. v. Mountain Falls*
25 *Acquisition Corp.*, 124 Nev. 770, 774, 191 P.3d 1189, 1192 (2008). Summary judgment may be
26 granted only if there exists no "sufficient evidence favoring the nonmoving party for a jury to
27 return a verdict for that party." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249 (1986). A
28 material fact is one that "might affect the outcome of the suit under the governing law" (*id.* at

248) and "[a] genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for the non-moving party." *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002); *see also Turner*, 124 Nev. at 216-17, 180 P.3d at 1174-75; *Lomastro*, 124 Nev. at 1066, 195 P.3d at 344; *Adaven Mgmt.*, 124 Nev. at 774, 191 P.3d at 1192. "The movant has the burden of showing that there is no genuine issue of fact" *Anderson*, 477 U.S. at 243. "[T]he evidence, and any reasonable inferences drawn from it, must be viewed in a light most favorable to the nonmoving party." *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (Nev. 2005). The moving party bears the burden of informing the court of the basis for its motion, and submitting evidence which demonstrates the absence of any genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). "The substantive law controls which factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant." *Wood*, 121 Nev. at 731, 121 P.3d at 1031.

IV. ARGUMENT

A. As a Matter of Law, Plaintiffs Were Not Defendants' Employees, But Were Independent Contractors, and Therefore Not Subject to the Requirements of the Nevada Minimum Wage Act or NRS Chapter 608.

The claims asserted in Plaintiffs' First Amended Complaint are based upon an incorrect presumption that Plaintiffs were *employed* by Defendants, and, therefore, that they are entitled to the protections afforded by the Nevada Minimum Wage Act Amendment (Nev. Const. Art. XV, Sec. 16)(*"MWA"*), or NRS Chapter 608 (including NRS 608.250 and 608.040-050). However, no such presumption exists under Nevada law. Indeed, because of the passage of SB 224, Nevada law *"conclusively"* presumes that workers are independent contractors provided certain elements are met. NRS 608.0155.

In *Terry v. Sapphire Gentlemen's Club*, 336 P.3d 951 (2014)(abrogated by statute), the Nevada Supreme Court reversed a grant of summary judgment to Sapphire Gentlemen's Club, finding that the economic realities test applied to determine whether the plaintiff-dancers were employees or independent contractors, and that Sapphire's dancer were employees, and not independent contractors. *Terry*, 336 P.3d at 960-961. Since *Terry*, however, on June 2, 2015,

1 the Nevada Legislature enacted SB 224 (codified at NRS 608.0155) which sets forth new
2 statutory criteria by which to determine whether an individual worker is an independent
3 contractor.¹

4 Plaintiffs assert claims for unpaid minimum wages under the MWA and NRS 608.250,
5 and, in the alternative, assert an equitable claim for unjust enrichment. In interpreting the
6 Nevada Constitution, the Nevada Supreme Court has held that courts should look to the most
7 analogous statute, in this case NRS Chap. 608. *Perry v. Terrible Herbst*, 383 P.3d 257, 132 Nev.
8 Adv. Op. 75 (October 27, 2016). NRS 608.255(3) provides exceptions to “employment
9 relationships” and one such relationship is that “between a principal and an independent
10 contractor.” As such, the independent contractor test adopted by the Nevada Legislature in NRS
11 608.0155 governs the relationship between the parties, and in particular, whether or not Plaintiffs
12 are “employees” under the MWA. If Plaintiffs are “independent contractors” as defined by NRS
13 608.0155, then they are, by definition, not Defendants’ “employees,” and, therefore, not entitled
14 to relief under the MWA or NRS Chap. 608.

15 In a ruling issued in the Eighth Judicial District Court on June 25, 2017, *Franklin v.*
16 *Russell Road Food and Beverage, LLC*, Case No. 14A709372, 2015 WL 13612028, at *8 (Dist.
17 Court of Nevada, Clark County, June 25, 2015), this Court considered a virtually identical case
18 brought by exotic dancers against a Las Vegas gentlemen’s club commonly known as Crazy
19 Horse III. In *Franklin*, the Honorable Joanna S. Kishner (Dept. XXXI) granted Crazy Horse
20 III’s motion for summary judgment in its entirety, finding that the exotic dancers who performed
21 at Crazy Horse III were not its employees, but were independent contractors as defined by NRS
22 608.0155. The same ruling should apply here.²

23 **1. As in *Franklin*, the Plaintiffs Satisfy the Criteria to Be Conclusively**
24 **Presumed to Be Independent Contractors, and as Such, Defendants Are**

25 ¹ Even if the individual does not satisfy the criteria of NRS 608.0155, no presumption is
26 created that the individual is the employer’s employee. NRS 608.0155(2).

27 ² The District Court’s decision in *Franklin* is not being relied upon by Defendants as
28 binding precedent, but rather is being cited to provide information to this Court about how at
least one other judge in the Eighth Judicial District Court has analyzed the newly adopted NRS
608.0155 as applied to exotic dancers.

1 **Entitled to Summary Judgment as a Matter of Law on Their Minimum**
2 **Wage Claims.**

3 NRS 608.0155 sets forth a specific set of criteria for persons conclusively presumed to be
4 an independent contractor. NRS 608.0155 provides, in pertinent part, that a person is
5 “conclusively presumed” to be an independent contractor if:

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

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

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

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

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

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

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

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

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

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

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

- 1
- 2 (II) Obtaining of a license or other permission from the principal to
- 3 access any work space of the principal to perform the work for
- 4 which the person was engaged; and
- 5 (III) Lease of any work space from the principal required to perform the
- 6 work for which the person was engaged.

7 Plaintiffs satisfy the criteria above, and, as such, they are conclusively presumed to be

8 independent contractors as a matter of law. The MWA applies only to employers and the way

9 they pay wages to their “employees.” NEV. CONST., Art. XV, §16(A). Nothing in Nevada law

10 prevents Defendants from entering into an independent contractor business relationship with

11 exotic dancers, like Plaintiffs. Plaintiffs’ agreements with Defendant to enter into a business

12 relationship with Defendant La Fuente, Inc. as independent sole proprietors in which they were

13 treated as independent contractors are valid, and Plaintiffs are not entitled to any wages or other

14 relief sought in the First Amended Complaint as a matter of law.

15 **a. Plaintiffs Meets the First Criterion Because the Dancers Have**

16 **Social Security Numbers.**

17 NRS 608.0155(1)(a) provides that a person must possess a social security number. Jane

18 Doe Dancer III has a Social Security Number. (Jane Doe Dancer III Dep. Ex. 2 (redacted)

19 (MSJ120)). So does Dancer JLH. (JLH Dancer Dep. Ex. 1, p.3 (redacted)(MSJ155)). Each

20 performer at Cheetah signs a Dancer Performance Lease which requires her to disclose her

21 Social Security Number. (Declaration of Diana Pontrelli, ¶4) (MSJ430)). Since April, 2014,

22 Cheetahs dancers are required to sign arbitration agreements, which also requires them to

23 provide their Social Security Numbers. (Pontrelli Decl., ¶9 (MSJ430); Dancer JLH Dep. Ex. 1,

24 p.3 (MSJ155)).³ Therefore, all dancers performing at Cheetahs possess Social Security

25 Numbers, and they satisfy the requirements of NRS 608.0155(1)(a).

26 ///

27 ³ Jane Doe Dancer III did not sign an arbitration agreement because she only

28 performed at Cheetahs before it implemented its arbitration policy in April 2014. (Pontrelli

Trans. at pp. 36:4-10, 71:2-72:1 (MSJ295, MSJ330-1)). Since then, all Cheetahs entertainers are

required to sign an arbitration agreement which calls for the entertainer to disclose her Social

Security Number thereon. (Pontrelli Decl., ¶9 (MSJ430)).

1 **b. Plaintiffs Meet the Second Criterion Because Each Dancer Was**
2 **Required to Hold a Nevada State Business License for Their Sole**
3 **Proprietorship and a Sheriff’s Card.**

4 NRS 608.0155(1)(b) requires independent contractors to hold “any necessary state
5 business registration or local business license and to maintain any necessary occupational
6 license, insurance or bonding...” To perform at Cheetahs, each Plaintiff must have (and does
7 have) a Nevada business license for their sole proprietorship and a sheriff’s card. (Jane Doe
8 Dancer III, Dep. at pp. 20-23, 73:7-9 (MSJ020-23, MSJ073), Dep. Ex. 2, p.1 (MSJ120); Dancer
9 JLH Trans. at pp. 18:24–19:8, 34:6-7, 47-48 ((MSJ142-3, MSJ158, MSJ171-72); Dep. Ex. 1, p.3
10 (MSJ120); Pontrelli Trans. at pp. 27:17-22, 29:23(MSJ285, MSJ287)). As such, Plaintiffs meet
11 the second criterion to be conclusively presumed to be considered independent contractors.

12 **c. Plaintiffs Satisfy Three or More of the Remaining Criteria**
13 **Required to Be Conclusively Presumed to be Independent**
14 **Contractors and Are Precluded from Making Any Wage Claims**
15 **Under the MWA or NRS Chap. 608.**

16 The remainder of NRS 605.0155 sets forth five factors, of which a person need only
17 satisfy three to meet the presumption of being an independent contractor. NRS
18 608.0155(1)(c)(1-5). As shown more fully below, Plaintiffs satisfy three or more of the five
19 criteria required by this code section to be presumptively considered independent contractors.

20 **i. Plaintiffs had control and discretion over the**
21 **means and manner of performing and running**
22 **their exotic dancing sole proprietorships and the**
23 **results of their business.**

24 NRS 608.0155(1)(c)(1) provides, in pertinent part, that, “[n]otwithstanding exercise of
25 any control necessary to comply with any statutory, regulatory or contractual obligations, the
26 person has control and discretion over the means and manner of the performance of any work
27 and the result of the work, rather than the means or manner by which the work is performed...”

28 At Cheetahs, Plaintiffs exercised significant discretion in customer interaction and the
 manner in which they performed for customers. Cheetahs dancers are not assigned to work any
 particular shift. (Jane Doe Dancer III Trans. at 29:22 (MSJ029)). They are not required to work
 any specific days, and can determine for themselves what dates and shifts they wish to perform.

1 (Jane Doe Dancer III Trans. at 30:10 (MSJ030); Dancer JLH Trans. at 47 (MSJ171); Pontrelli
2 Trans. at pp. 27:2-7, 28:21- 29:3 (MSJ457-59)). For example, Dancer JLH chose to work about
3 20 days per month, but would work more if a convention was in town. (Dancer JLH Trans. at
4 31:1-13 (MSJ155)). She would typically work a few days before her personal bills were coming
5 due. *Id.* at 61 (MSJ185)). Cheetahs' entertainers had the discretion to arrive and leave Cheetahs
6 when they wished. (Jane Doe Dancer III Trans. at pp. 30, 38 (MSJ030, MSJ038); Dancer JLH
7 Trans. at 41:20-24 (MSJ165); Pontrelli Trans. at 27:2-7 (MSJ285)). Cheetahs dancers are free to
8 take time off from performing at their discretion. (Jane Doe Dancer III Trans. at 32 (MSJ032)).

9 Cheetahs dancers are not require to perform exclusively at Cheetahs, and they are free to
10 perform at other gentlemen's clubs if they wish to do so. (Jane Doe Dancer Trans. at 31:5-22
11 (MSJ031); Dancer JLH Trans. at 30:19-22 (MSJ154)). Cheetahs dancers are allowed to attend
12 school or hold other jobs while performing at Cheetahs. (Jane Doe Dancer III Trans. at 56:15-21
13 (MSJ056); Dancer JLH Trans. at pp. 32, 73 (MSJ156, MSJ201). Cheetahs dancers are free to
14 consume alcohol and smoke cigarettes while they work. (Jane Doe Dancer III Trans. at pp. 36,
15 38, 56-57 (MSJ036, MSJ038, MSJ056-57); Dancer JLH Trans. at pp. 73:25-74:4 MSJ197-98)).
16 Cheetahs dancers are not required or asked to disclose to Cheetahs their earnings from
17 performing at Cheetahs. (Jane Doe Dancer III Trans. at 37:5-10 (MSJ037); Dancer JLH Trans.
18 at 99 (MSJ223)). Cheetahs dancers are free to perform on stage, on the floor of the club, or in its
19 VIP area. (Jane Doe Dancer III Trans. at 40 (MSJ040)). Dancers are not required to perform on
20 stage or in the VIP area if they do not wish to do so. (Dancer JLH Trans. at pp. 38:24, 46, 49:7-9
21 (MSJ162, MSJ170, MSJ173); Jane Doe Dancer III Trans. at pp. 43:3-4, 60:9-12 (MSJ043,
22 MSJ060)).

23 Cheetahs dancers can determine how much to charge Cheetahs' customers for private
24 dances. (Jane Doe Dancer III Trans. at 40:21-25 (MSJ040); Pontrelli Trans. at 62:17 (MSJ321)).
25 Cheetahs dancers were free to perform as many dancers as they could convince customers to
26 purchase from them. (Jane Doe Dancer III Trans. at 42:13-18 (MSJ042)). On the floor of the
27 club, Cheetahs dancers are free to pick and choose the customers for whom they want to
28 perform. (Jane Doe Dancer III Trans. at 60:5-8 (MSJ060)). Cheetahs dancers can perform as

1 they please. (Jane Doe Dancer III Trans. at 60 (MSJ060))("[On stage, you] can pretty much do
2 whatever you want."); Dancer JLH Trans. at pp. 74–76 (MSJ198-200)(could dance as she
3 pleased, the only restriction imposed by Cheetahs was no prostitution). Cheetahs dancers are
4 free to opt-out of the club's stage rotation. (Jane Doe Dancer III Trans. at 60:13-15 (MSJ060);
5 Dancer JLH Trans. at pp. 38:24, (MSJ162)). Cheetahs dancers are free to sit and mingle with the
6 club's customers. (Jane Doe Dancer III Trans. at 60:16-18 (MSJ060)). Cheetahs dancers are
7 free to take a break during their shifts, as needed. (Jane Doe Dancer III Trans. at 60:22-24
8 (MSJ060). Dancers decide for themselves whether they will attend the club's promotional
9 events. (Pontrelli Trans. at pp. 20:16-19, 66 (MSJ279, MSJ357)). Indeed, the Dancer
10 Performance Lease signed by Cheetahs dancers expressly provides that Cheetahs "shall have no
11 right to direct and/or control the nature, content, character, manner or means of PERFORMER's
12 performances. PERFORMER acknowledges and agrees, however, to perform live nude and/or
13 semi-nude entertainment consistent with the type of entertainment regularly performed on the
14 PREMISES." (Jane Doe Trans. III, Dep. Ex. 1, Section 10 (MSJ121)). For all of these reasons,
15 Cheetahs dancers had considerable control and discretion over the means and manner of when
16 and how they entertained customers at Cheetahs, satisfying the statutory criteria of NRS
17 608.0155(1)(c)(1).

18 **ii. Plaintiffs either had 24-hour access or a range of**
19 **work hours in which to perform their exotic**
20 **dancing, but they controlled the time they**
21 **performed.**

22 Plaintiffs also satisfy NRS 608.0155(1)(c)(2) which provides that "[e]xcept for an
23 agreement with the principal relating to the completion schedule, range of work hours or, if the
24 work contracted for is entertainment, the time such entertainment is to be presented, the person
25 has control over the time the work is performed." Here, as stated above, Cheetahs dancers are
26 not assigned to work any particular shift. (Jane Doe Dancer III Trans. at 29:22 (MSJ029)). They
27 are not required to work any specific days, and can determine for themselves what dates and
28 shifts they wish to perform. (Jane Doe Dancer III Trans. at 30:10 (MSJ030); Dancer JLH Trans.
at 47 (MSJ161); Pontrelli Trans. at pp. 27:2-7, 28:21- 29:3 (MSJ286-89)). Cheetahs' entertainers

1 had the discretion to arrive and leave Cheetahs when they wished. (Jane Doe Dancer III Trans.
2 at pp. 30, 38 (MSJ030, MSJ038); Dancer JLH Trans. at 41:20-24 (MSJ165); Pontrelli Trans. at
3 27:2-7 (MSJ386)). Cheetahs dancers are free to take time off from performing at their discretion.
4 (Jane Doe Dancer III Trans. at 32 (MSJ032)). Plaintiffs clearly satisfy the requirements of NRS
5 608.0155(1)(c)(2).

6 **iii. Plaintiffs were not required to perform**
7 **exclusively at Cheetahs.**

8 Plaintiffs meet the criterion contained in NRS 608.0155(1)(c)(3) which states that the
9 “person is not required to work exclusively for one principal.” Cheetahs dancers are and have
10 always been free to perform at any other gentlemen’s club and engage in any business
11 relationship outside of the independent contractor relationship they chose to have with Cheetahs.
12 (Jane Doe Dancer III Trans. at pp. 31:5-22, 56:15-21 (MSJ031, MSJ056); Dancer JLH Trans. at
13 pp. 30:19-22, 32, 73 (MSJ154, MSJ156, MSJ197); Pontrelli Decl., ¶8 (MSJ431)). Accordingly,
14 it is undisputed that Plaintiffs were not required to perform exclusively at or for Cheetahs, and
15 that they satisfy the requirements of NRS 608.0155(1)(c)(3).

16 **iv. Plaintiffs were free to hire (female) assistants,**
17 **like hair dressers or make-up artists, to assist**
18 **them in the dancers’ dressing room.**

19 Cheetahs dancers are free to hire (female) assistants to help them prepare to do their jobs,
20 including using hair and/or make-up persons in the dancers’ dressing room. (Pontrelli Decl., ¶10
21 (MSJ431)).⁴ Plaintiffs, therefore, satisfy the criteria set forth in NRS 608.0155(1)(c)(4).

22 **v. Plaintiffs invested substantial capital in their**
23 **business for their costumes, cosmetics, shoes and**
24 **hairstyling.**

25 Finally, Plaintiffs satisfy the criteria set forth in NRS 608.0155(1)(c)(5) which provides
26 that the “person contributes a substantial investment of capital in the business of the person,
27 including, without limitation, the: (I) Purchase or lease of ordinary tools, material and equipment
28

⁴ Because Cheetahs has only female entertainers, it has only a female dressing room. Cheetahs does not permit men in the female dressing room. (Pontrelli Trans. at 32:2-3 (MSJ291); Pontrelli Decl., ¶10 (MSJ431)).

1 regardless of source; (II) Obtaining of a license or other permission from the principal to access
2 any work space of the principal to perform the work for which the person was engaged; and (III)
3 Lease of any work space from the principal required to perform the work for which the person
4 was engaged.”

5 Plaintiffs paid Cheetahs a fee each night they performed (called a “house fee”) for the
6 right to use Cheetahs’ venue, stage, DJ, dressing area, dance floor and VIP areas to perform for
7 Cheetahs’ customers. This fee was \$65 per night. (Jane Doe Dancer III Trans. at pp. 34:2,
8 77:16-25 (MSJ034, MSJ077)). Plaintiffs also purchased their own outfits, shoes, cosmetics and
9 accessories specifically for their business of exotic dancing. (Jane Doe Dancer III Trans. at pp.
10 51:21–52:3, 53-56 (MSJ051-56); Dancer JLH Dancer Trans. at pp. 68, 70-72 (MSJ192, MSJ194-
11 96)). While those costs may have varied from individual to individual, these costs were part of
12 each entertainer’s investment in their chosen business of exotic dancing. In fact, Dancer JLH
13 even deducted the expenses she incurred associating with exotic dancing from her taxable
14 income on her federal income tax returns. (Dancer JLH Trans. at pp. 82-83, 127-128 (MSJ206-
15 7; MSJ151-52)). Plaintiffs also contend they spent their own money tipping Cheetahs’ house
16 mom, DJ and security guards. (Jane Doe Dancer III Trans. at 62 (MSJ062)).

17 For these reasons, Plaintiffs meet the requirements of NRS 608.0155 to be presumed
18 independent contractors, and therefore lack standing to assert claims under the MWA or NRS
19 Chap. 608, entitling Defendants to summary judgment on these claims as a matter of law.

20 **B. Defendants Are Entitled to Summary Judgment on Plaintiff’s Third Cause of**
21 **Action for Relief Under NRS 608.040-050 Because There Exists No Private**
22 **Right of Action Under These Code Sections.**

23 Defendants are entitled to summary judgment on Plaintiffs’ Third Cause of Action
24 because Nevada’s statutory scheme does not provide for private causes of action under NRS
25 608.040-050. *Ohlinger v. Marsh USA, Inc.*, Case No. 2:16-cv-02588-JAD-CWH, 2017 WL
26 1181579 at *1 (D.Nev., March 29, 2017)(District Court dismissed and rejected plaintiff’s effort
27 to bootstrap a private right to enforce other provisions of Chapter 608 from NRS 608.140,
28 concluding that NRS 608.140 does not create a vehicle for privately enforcing the legal rights

1 conferred by the other provisions of Chapter 608, rather, it merely establishes a fee-shifting
2 mechanism in an employee's suit for wages.). For this reason, Plaintiffs' Third Cause of Action
3 should be dismissed.

4 **C. Plaintiffs' First, Second and Third Causes of Action for Alleged Violations of**
5 **the Nevada Minimum Wage Amendment (Nev. Const. Art. XV, §16), NRS**
6 **608.250 and NRS 608.040-050, Respectively, Are Barred by the Applicable**
7 **Two (2) Year Statute of Limitations.**

8 Defendants are entitled to summary judgment on Plaintiffs' First, Second and Third
9 Causes of Action to the extent their claims are barred by the applicable two (2) year statute of
10 limitations. Plaintiffs' first cause of action alleges a violation of Nevada's Minimum Wage
11 Amendment (Nev. Const. Art. XV, Sec. 16)("MWA"). Plaintiffs' second cause of action alleges
12 a violation of NRS 608.250, but appears to seek the identical relief sought in Plaintiffs' First
13 Cause of Action (e.g. minimum wages). Plaintiffs' Third Cause of Action alleges a violation of
14 NRS 608.040-050 for "wait time penalties," alleging that Defendants failed to pay Plaintiffs
15 wages or compensation they claim are owed within the time periods required by NRS 608.040-
16 050. All three causes of action are subject to a two (2) year statute of limitations. *Perry v.*
17 *Terrible Herbst, Inc.*, 132 Nev. Adv. Op. 75, at *5-10 (October 27, 2016) (holding that the two
18 year statute of limitations provided by NRS 608.260 also applies to claims brought under the
19 MWA); *See also Franklin v. Russell Road Food and Beverage, LLC*, Case No. 14A709372, 2015
20 WL 13612028, at *8 (Dist. Court of Nevada, Clark County, June 25, 2015); *see also* NRS
21 608.250⁵. This Court has recently held that the two (2) year statute of limitations contained in
22 NRS 608.260 applies to claims brought under the MWA. *Franklin*, 2015 WL 13612028 at *9-
23 12.

24 Here, Plaintiffs have asserted identical minimum wage claims which were asserted in
25 *Perry* and *Franklin*. Plaintiffs allege they were employees of Defendants who were not paid the

26 ⁵ NRS 608.250 provides in pertinent part, "[i]f any employer pays any employee a lesser
27 amount than the minimum wage prescribed by regulation of the Labor Commissioner pursuant to
28 the provisions of NRS 608.250, the employee may, at any time within 2 years, bring a civil
action to recover the difference between the amount paid to the employee and the amount of the
minimum wage."

1 minimum wage under the MWA, NRS 608.250 and NRS 608.040-050. Plaintiff Jane Doe
2 Dancer III admits she last performed at Cheetahs for all of two hours in early February, 2014.
3 (Jane Doe Dancer III Trans. at pp. 15-16, 20 (MSJ015-16, MSJ020)). Prior to that, she last
4 performed at Cheetahs in 2009, more than two years prior to the filing of her complaint. (Jane
5 Doe Dancer III Trans. at pp. 26:22–28:4 (MSJ026-28)). As such, all claims for damages brought
6 by any plaintiff (under either the MWA or NRS Chapter 608) for hours worked prior to
7 November 14, 2012 are barred by the two (2) year statute of limitations. In the case of Jane Doe
8 Dancer III specifically, the only time she worked at Cheetahs within the two (2) year statute of
9 limitations was on February 5, 2014. (Jane Doe Dancer III Trans. at pp. 15-16, 20 (MSJ015-16,
10 MSJ020); Pontrelli Decl., ¶11 (MSJ431)). Accordingly, the claims of all Plaintiffs who seek to
11 recover damages under MWA or NRS Chapter 608 for hours allegedly worked more than two
12 (2) years before they filed their original Complaint (e.g. prior to November 14, 2012) are barred
13 by the statute of limitations, and to that extent, Defendants are entitled to summary judgment on
14 Plaintiffs’ First and Second Causes of Action as a matter of law.

15 **D. Defendants Are Entitled to Summary Judgment on Plaintiffs’ Fourth Cause**
16 **of Action (Unjust Enrichment).**

17 Based on the analysis required by NRS 608.0155, Cheetahs did not misclassify Plaintiffs
18 as independent contractors. The allegations in Plaintiffs’ Fourth Cause of Action (Unjust
19 Enrichment) that Cheetahs illegally withheld wages or charged impermissible “fees and fines” is
20 premised upon Plaintiffs’ faulty asserting that they were Cheetah’s employees. As shown above,
21 because Plaintiffs were not Cheetah’s employees, but were instead independent contractors,
22 Cheetahs was free to charge Plaintiffs a fee to use its venue to conduct their business of exotic
23 dancing. Plaintiffs’ claim for unjust enrichment fails because they lack standing to recover “fees
24 and fines” which a principal, like Cheetahs, may charge independent contractors, like Plaintiffs.
25 To the extent Plaintiffs’ Fourth Cause of Action seeks to recover “wages,” that relief is already
26 sought in Plaintiffs’ First, Second and Third Causes of Action.

27 As with their First, Second and Third Causes of Action, Plaintiffs’ claims brought under
28 their Fourth Cause of Action (Unjust Enrichment) is also barred by a two (2) year statute of

1 limitations. While labeled as a claim for “unjust enrichment,” it is, effectively, just another
2 claim for unpaid wages. Paragraph 84 of the First Amended Class Action Complaint alleges:

3 84. Defendants have been unjustly enriched, and Plaintiffs and the Class have
4 been unjustly impoverished as a result of, among other things: a) Defendants’ failure
5 to pay any wages to Plaintiffs and the Class; b) Defendants’ wrongful conversion,
6 confiscation and taking of money from Plaintiffs and the Class as a condition of
employment; and c) improper imposition of fees, charges, fines, penalties from
Plaintiffs and the Class as a condition of employment.

7 In their Fourth Cause of Action, Plaintiffs effectively seek the same relief they seek in their First,
8 Second and Third Causes of Actions. It is the object of the action, rather than the legal theory of
9 recovery, which governs when determining the applicable statute of limitations, which the
10 Supreme Court in *Perry*, 132 Nev. Adv. Op. 75, at *6 held was two (2) years. *See also:*
11 *Franklin, Order affirming Discovery Commissioner’s Report and Recommendation filed Jan. 25,*
12 *2017.* As such, because the relief sought by Plaintiffs’ Fourth Cause of Action is identical to the
13 relief sought in Plaintiffs’ First, Second and Third Causes of Action, the relief sought is barred
14 by a two (2) year statute of limitations as a matter of law.

15 Defendants are also entitled to summary judgment as a matter of law on Plaintiffs’ Fourth
16 Cause of Action because it seeks an equitable remedy when Plaintiffs have an adequate remedy
17 at law under MWA and NRS Chapter 608, which they have already asserted in their First,
18 Second and Third Causes of Action. Plaintiffs may not recover equitable remedies when they
19 have a full and adequate remedy at law. *State v. Second Judicial Dist. Court in & for Washoe*
20 *County*, 49 Nev. 145, 159, 241 P. 317 (1925). Because Plaintiffs have an adequate remedy at
21 law, Defendants are entitled to summary judgment on Plaintiffs’ Fourth Cause of Action as a
22 matter of law.

23 Finally, Defendants are entitled to summary judgment on Plaintiffs’ Fourth Cause of
24 Action because they have failed to state a claim for unjust enrichment. Under Nevada law, a
25 plaintiff states a claim for unjust enrichment when: (1) a plaintiff confers a benefit on a
26 defendant; (2) defendant appreciates such benefit conferred; and (3) defendant accepts and
27 retains such benefits under circumstances such that would be inequitable for defendant to retain
28 without payment of the value thereof. *Certified Fire Prot. Inc. v. Precision Constr. Inc.*, 128

1 Nev. Rep. 35, *17, 283 P.3d 250, 257 (2012). Plaintiffs' First Amended Class Complaint does
2 not identify any of these elements, and instead simply contends that "Defendants have been
3 unjustly enriched, and Plaintiffs and the Class have been unjustly impoverished as a result of,
4 among other things: a) Defendants' failure to pay any wages to Plaintiffs and the Class; b)
5 Defendants' wrongful conversion, confiscation and taking of money from Plaintiffs and the
6 Class as a condition of employment; and c) improper imposition and taking of fees, charges,
7 fines, penalties from Plaintiffs and the Class as a condition of employment. (Am. Complaint, ¶
8 84). Nowhere in Plaintiffs' Fourth Cause of Action do Plaintiffs alleged that Plaintiffs conferred
9 a benefit upon Defendants, that Defendants appreciated such a benefit conferred, or that
10 Defendants accepted such benefits under such circumstances as would be inequitable. In
11 *Stockmeier v. Nevada Dept. of Corrections Psychological Review Panel*, 124 Nev. 313, 316, 183
12 P.3d 133, 135 (2008), the Court held that dismissal is proper where the allegations asserted are
13 not sufficient to establish the elements of a claim for relief.

14 **E. Defendants Are Entitled to Summary Judgment on Plaintiffs' Request for**
15 **Punitive and Exemplary Damages.**

16 Defendants are entitled to summary judgment on Plaintiffs' prayer for punitive and
17 exemplary damages because none of Plaintiffs' causes of action sound in tort as required by
18 Nevada law. NRS 42.005 provides for an award of exemplary and punitive damages only "in an
19 action for the breach of an obligation not arising from contract." If an award of exemplary or
20 punitive damages is not based upon a cause of action sounding in tort, then an award of
21 exemplary and punitive damages must be stricken. *Sprouse v. Wentz*, 105 Nev. 597, 603, 181
22 P.2d 1136, 1139 (1989); *see also: Franklin*, 2015 WL 13612028 at *13 (striking entertainers'
23 claims for exemplary and punitive damages because none of their causes of action sounded in
24 tort).
25

26 Here, none of Plaintiffs' causes of action sound in tort as required to seek exemplary or
27 punitive damages, and there are no allegations in the First Amended Complaint which would
28

1 support a claim for an award of exemplary or punitive damages. Accordingly, no set of facts
2 exist in Plaintiffs' First Amended Complaint which would warrant an award for such damages.

3 **F. Defendant Western Property Holdings, LLC Is Entitled to Summary**
4 **Judgment Because It Was Not Plaintiffs' Joint Employer.**

5 Defendant Western Property Holdings, LLC ("Western") is entitled to summary
6 judgment as a matter of law because it was never Plaintiffs' "employer." Western is the
7 corporate entity which owns the property on which Cheetah sits. (Pontrelli Decl., ¶12
8 (MSJ431)). Stated most simply, Western is Cheetah's corporate landlord. (*Id.*). Western has no
9 employment relationship of any kind with the entertainers who perform at Cheetahs. (Pontrelli
10 Decl., ¶13 (MSJ431)). Indeed, dancers have never heard of Western, and have no idea what it is.
11 (Jane Doe Dancer III Trans. at 97:19-23 (MSJ097)).

12 **V. CONCLUSION**

13 For all of the above and foregoing reasons, Defendants request that the Court grant their
14 Motion for Summary Judgment.

15 Dated this 14th day of March, 2018.

SCHULTEN WARD TURNER & WEISS, LLP

17 — /s/ Dean R. Fuchs
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26 *Western Properties Holdings, LLC*

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CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of March, 2018, I served Defendants' Motion for Summary Judgment via the Odyssey electronic service to the following:

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An Employee of Hartwell Thalacker, Ltd.

EXHIBIT 1

DISTRICT COURT
CLARK COUNTY, NEVADA

JANE DOE DANCER, I through V,)	
et al.,)	
)	
Plaintiffs,)	
)	
vs.)	CASE NO.: A-14-709851-C
)	DEPT NO.: IV
LA FUENTE, INC., et al.,)	
)	
Defendants.)	
_____)	

VIDEOTAPED DEPOSITION OF
[REDACTED]

Taken on Friday, March 17, 2017
At 9:59 a.m.

At 2831 St. Rose Parkway, Suite 200
Henderson, Nevada

REPORTED BY: JEAN DAHLBERG, RPR, CCR NO. 759, CSR 11715

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18 Also Present:

19 Dennis Williams,
20 Consultant for La Fuente, Inc.
21
22 Joseph Camp, Videographer
23
24
25

1 I N D E X

2 WITNESS: PAGE

3 [REDACTED]

4 Examination by Mr. Fuchs 5
Examination by Ms. Calvert 108
5 Further Examination by Mr. Fuchs 110

6

7

8

9

10 E X H I B I T S

11 EXHIBIT DESCRIPTION PAGE

12 Exhibit 1 Blank Dancer Performance Lease, 70
Cheetah's Las Vegas (3 pages)

13 Exhibit 2 Dancer Performance Lease, 98
14 Cheetah's Las Vegas, pertaining to
Ms. Steel (3 pages)

15 Exhibit 3 Printout of Business License 107
16 Information for "[REDACTED]"
17 (1 page)

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1 HENDERSON, NEVADA; FRIDAY, MARCH 17, 2017

2 9:59 A.M.

3 -oOo-

4 Whereupon --

5 THE VIDEOGRAPHER: Good morning. Today is
6 Friday, March 17th, 2017. This begins the video
7 deposition of [REDACTED] The time is approximately
8 9:59 a.m.

9 We are located at St. Rose Executive Suites,
10 2831 St. Rose Parkway, Suite 200, Henderson, Nevada
11 89052.

12 My name is Joseph Camp, court videographer of
13 Las Vegas Legal Video, and your court reporter is Jean
14 Dahlberg of DALOS Legal Services.

15 This is Case No. A-14-709851-C in the District
16 Court, Clark County, Nevada, entitled Jane Doe Dancer,
17 et al., plaintiffs, versus La Fuente, Inc., et al.,
18 defendants.

19 Would all counsel present please identify
20 yourselves for the record, and the court reporter will
21 administer the oath.

22 MS. CALVERT: Lauren Calvert, Morris Anderson,
23 counsel for plaintiffs.

24 MR. FUCHS: Dean Fuchs, counsel for defendants,
25 La Fuente, Inc., et al.

1 Thank you very much. Good morning, everybody.

2 THE WITNESS: Good morning.

3 MR. FUCHS: Oh, you -- we -- she hasn't -- she
4 has to swear you in first before we get started.

5 [REDACTED]
6 having been first duly sworn to testify to the truth,
7 the whole truth, and nothing but the truth, was examined
8 and testified as follows:

9 THE WITNESS: Yes.

10 EXAMINATION

11 BY MR. FUCHS:

12 Q. Very good. Good morning, Ms. S [REDACTED].

13 A. Good morning.

14 Q. Could you tell me how you pronounce your first
15 name, please?

16 A. [REDACTED]

17 Q. [REDACTED] So it's not [REDACTED] it's [REDACTED]

18 A. Yes, it's [REDACTED]

19 Q. I'm going to call you Ms. S [REDACTED], if that's okay?

20 A. That's fine.

21 Q. You've just been administered the oath by the
22 court reporter; right?

23 A. Uh-huh.

24 Q. I assume you understood the significance of that
25 oath?

1 A. Yes.

2 Q. Okay. A couple of ground rules for you. Okay?

3 A. Uh-huh.

4 Q. I don't know yet whether you've ever done this
5 before, so here's how it's going to work: We're going
6 to have a series of questions and answers.

7 A. Uh-huh.

8 Q. The court reporter to my right is taking down
9 everything that we both say. Okay? So to help her do
10 her job -- and me, mine -- I need audible responses from
11 you.

12 A. Yes.

13 Q. Physical gestures, nodding, head nodding,
14 shaking, shrug -- shoulder shrugging doesn't reflect on
15 the record. Okay?

16 A. Yes.

17 Q. Okay. If at any time you don't understand my
18 question, please ask me to restate it, repeat it. I'm
19 happy to do that. The goal here is to make sure you
20 understand my question before you answer it. Okay?

21 A. Okay.

22 Q. This is not an endurance test, so if you need a
23 break, just let me know. I'll be happy to accommodate
24 you. Okay?

25 A. Yes.

1 Q. What other instructions?

2 MS. CALVERT: Uh-huh, huh-uh.

3 MR. FUCHS: Yes.

4 BY MR. FUCHS:

5 Q. It's difficult for the court reporter to take
6 down uh-huh, huh-uh; yes or noes would be preferred.

7 A. Yes.

8 Q. Okay. Are you comfortable with those
9 instructions?

10 A. Yes, I am.

11 Q. Okay.

12 MR. FUCHS: Lauren, is there anything we need to
13 put on the record before we begin?

14 MS. CALVERT: Nothing I can think of.

15 MR. FUCHS: Okay. And I don't know exactly how
16 it works out here. Typically, where I'm from, we
17 stipulate that all objections except as to the form of
18 the question and responsiveness of the answer are
19 reserved until first use of the deposition. Do you
20 typically do that?

21 MS. CALVERT: No. They're pretty -- pretty
22 specific about having to put it on the record, through
23 our Discovery Commissioner.

24 MR. FUCHS: So are you telling me that you have
25 to make all evidentiary objections during a discovery

1 deposition?

2 MS. CALVERT: Oh. No, there's -- I would say
3 the ones that have come up, obviously form, privilege.

4 MR. FUCHS: Uh-huh.

5 MS. CALVERT: And then there's some that they've
6 had about -- oh, the -- you calling for expert opinion
7 or incomplete hypothetical. But I'll tell you right
8 now, my objections are pretty minimal.

9 MR. FUCHS: Okay. Well, I just wanted to make
10 sure we're on the same page.

11 MS. CALVERT: Sorry.

12 MR. FUCHS: Okay. And again, I don't know
13 exactly what local practice is around here. I don't
14 know if you need the witness to tell you whether she's
15 going to reserve signature?

16 THE REPORTER: Later.

17 MR. FUCHS: Later, okay. Remind me at the end.

18 BY MR. FUCHS:

19 Q. Okay. Ms. Steel, can you tell me your address,
20 please.

21 A. 3 -- wait. 239 W. Philadelphia, Las Vegas,
22 Nevada. I don't know the air code right off the bat.

23 Q. I think you mean the ZIP code?

24 A. Yes. Sorry.

25 Q. And how long have you lived at that address?

1 A. I want to say two years now.

2 Q. And do you own or rent?

3 A. I rent.

4 Q. Who else resides with you at that address?

5 A. Just me for right now.

6 Q. You formerly performed at Cheetah's Las Vegas;

7 correct?

8 A. Yes, I do.

9 Q. And I assume you were an entertainer --

10 A. Yes, I was.

11 Q. -- or dancer? I'm not sure which name you

12 prefer?

13 A. Entertainer.

14 Q. Okay. And what was your stage name?

15 A. December, like the month.

16 Q. Did you ever use any other stage name?

17 A. No. Always December.

18 Q. Okay. Were you born in December of 1981?

19 A. Yes, I was.

20 Q. And were you born in Inglewood?

21 A. Yes, I was.

22 Q. Are you currently single?

23 A. Yes, I am.

24 Q. Do you have any children?

25 A. No, I don't.

1 Q. Have you ever served in the military?

2 A. No, I haven't.

3 Q. Have you ever filed for bankruptcy?

4 A. No, I haven't.

5 Q. Other than the current lawsuit that we're here
6 to talk about today, have you ever been a party to any
7 other lawsuit?

8 A. No. I --

9 MS. CALVERT: And I'm just going to object.
10 There's a protective order, I think, in place, regarding
11 the identity of Ms. Steel in a different lawsuit. So
12 I'm not sure how that gets handled.

13 MR. FUCHS: I know there's a protective order in
14 this case. I don't -- I don't have the terms committed
15 to memory. Maybe you do. But so let's do this: Let me
16 just ask, because I didn't hear your response.

17 BY MR. FUCHS:

18 Q. Other than this lawsuit, are you a party to any
19 other lawsuit?

20 A. No, I'm not.

21 Q. Okay. Have you ever been a party to some other
22 lawsuit?

23 A. No, I haven't.

24 Q. So -- so the record is clear, you've never --
25 other than La Fuente, or Cheetah's, you've never sued

1 anyone before?

2 A. No, I haven't.

3 Q. And you've never been sued by anyone before?

4 A. No, I haven't.

5 Q. Have you ever filed or asserted any sort of
6 claim against a business or former employer, like a
7 discrimination claim, anything of that nature?

8 A. No, I haven't.

9 Q. Have you ever testified under oath prior to
10 today?

11 A. Yes, I have.

12 Q. And was that in open court, or was that a
13 deposition like this?

14 A. That was in open court.

15 Q. Have you ever given a deposition before?

16 A. No, I haven't.

17 Q. And the matter in which you testified in open
18 court, since I assume you -- since you've already
19 testified you were not a party, I assume you were just a
20 witness?

21 A. No, I wasn't.

22 Q. Okay. Can you explain to me the circumstances
23 in which you had to testify?

24 A. Yes. In 2005, I had a DUI, and that's the
25 reason why I was in court.

1 Q. Got it. Okay. And that's the only time you've
2 testified in court?

3 A. Yes, I have.

4 Q. And was that here in Clark County?

5 A. Yes, it was.

6 Q. Forgive me in advance for asking, but I ask
7 everybody: Have you ever been convicted of a crime?

8 A. No, I haven't.

9 Q. Do you belong to any civic, social, or -- civic,
10 social organizations, a church in the area?

11 A. No.

12 Q. Do you have any family or relatives by blood
13 or -- well, you're not married -- so by blood that
14 reside in Clark County?

15 A. No.

16 Q. Do you hold any professional licenses other than
17 like a driver's license?

18 A. Yes, I do. I have a guard card.

19 Q. A guard card?

20 A. Yes.

21 Q. Okay. I'm not from here, so can you tell me
22 what a guard card is?

23 A. That's for when if you want to be a security
24 guard in Las Vegas. And I have a TAM's card. And
25 that's following too if you want to be a security guard.

1 If you're, you know, working with liquor or around
2 liquor.

3 Q. Do you know what TAM's stand for?

4 A. I don't right now.

5 Q. That's okay. I'm just unfamiliar with the term.
6 That's all.

7 So you have a guard card?

8 A. Yes, I do.

9 Q. Are you working as a security guard?

10 A. Yes, I am.

11 Q. How long have you been doing that?

12 A. For three months now.

13 Q. How is that going?

14 A. It's going very good.

15 Q. Good. And who's the employer.

16 A. Right now I have a lot of -- I have a lot --
17 what do I want to call them? -- supervisors that I work
18 under. So I don't know right off the bat the names.

19 Q. Okay. But do you not work for a security
20 company?

21 A. I work for a couple of security companies.

22 Q. I see. Well, we'll come back to this.

23 A. Yes.

24 Q. Other than the guard card and the TAM's card, do
25 you hold any sort of license or licensure?

1 A. No, I don't.

2 Q. No business license?

3 A. No business license at the time.

4 Q. Have you ever heard of the term "server

5 certification"?

6 A. Yes, I have.

7 Q. Tell me what that is, if you know.

8 A. No, I don't.

9 Q. Did you ever have a server certification?

10 A. No, I haven't.

11 Q. Where did you go to high school?

12 A. Inglewood, California.

13 Q. And the name of your high school?

14 A. Morningside High School.

15 Q. Did you graduate?

16 A. No. From there I went to Job Corps in Utah.

17 Q. What did you do for Job Corps?

18 A. I took up auto body.

19 Q. Okay. Do you have a GED?

20 A. No, I don't.

21 Q. So no college, I assume; right?

22 A. No. Not right now.

23 Q. Not yet; right?

24 A. Not yet.

25 Q. Okay. I want to turn back to the security guard

1 companies. Do you remember -- do you know the names of
2 any of the companies that you're currently or actively
3 working for?

4 A. Yes. Century Security, and Sabre Security.

5 Q. S-a-b-r-e?

6 A. Yes.

7 Q. And you do work for both of those entities?

8 A. Yes, I do.

9 Q. And where did you work before you started
10 working as a security guard?

11 A. I was not working for two years.

12 Q. So from roughly -- tell me if I'm off base
13 here -- early 2015 until --

14 A. 20- --

15 Q. -- 2017, you were unemployed?

16 A. I want to say early, like, '14.

17 Q. Oh, early 2014?

18 A. Yes.

19 Q. Until the beginning of this year?

20 A. Yes.

21 Q. That's almost three years; is that right?

22 A. Yeah, roughly.

23 Q. And what was the last position or job that you
24 held prior to that rough -- almost three-year period of
25 unemployment?

1 A. I was a dancer.

2 Q. Was there a particular reason that you were
3 unemployed for three years? Was that a voluntary
4 choice, or just not able to find work?

5 A. I -- well, I didn't want to work at that time.
6 I just wanted to get myself together and see what -- you
7 know, I just wanted to stop dancing at the time and see
8 what else I could do with my life.

9 Q. So you were -- is it fair to say that during
10 that three-year window, you were not actively looking
11 for work?

12 A. I was not at the time. I had someone that was
13 taking care of me.

14 Q. Okay. I understand you were not actively
15 looking. But was there anything in that three-year
16 window that prevented you from working?

17 A. No.

18 Q. Okay. So you were -- you were able-bodied --

19 A. Yes, I was.

20 Q. -- and able to work; you just decided that you
21 didn't want to?

22 A. Yes.

23 Q. Okay. When did you begin dancing?

24 A. When I was 16 years old.

25 Q. Okay. And I don't know how old you are now,

1 so --

2 A. I am 35 years old.

3 Q. I could have asked you your date of birth, but I
4 didn't do the math.

5 A. That's quite okay.

6 Q. Okay. So with a little rough math, is it fair
7 you say you've danced almost 20 years?

8 A. Yes, sir.

9 Q. And did you -- I assume that wasn't always in
10 the Las Vegas area --

11 A. Always.

12 Q. -- or was it?

13 A. Always in the Las Vegas area.

14 Q. Okay. That was a bad assumption. Okay.

15 So let's talk about where you danced, and why
16 don't you tell me where you first started dancing.

17 A. My first club was Talk of the Town.

18 Q. And you'll have to forgive me. I'm not all that
19 familiar with all the clubs in Las Vegas. Is that here
20 in town?

21 A. Yes, it is. Las Vegas, Nevada.

22 Q. So was that approximately 1995?

23 A. I don't know the exact date or the year.

24 Q. I'm just going back about 22, 23 years, so that
25 was a guess on my part. Mid-'90s?

1 A. I want to say late '90s.

2 Q. Okay. And where did you go after that club?

3 A. The Library.

4 Q. I assume that's also a gentlemen's club; right?

5 A. Yes, it is.

6 Q. How long were you -- I'm sorry, how long were

7 you at Talk of the Town, roughly?

8 A. I want to say for three years.

9 Q. And how about The Library?

10 A. I want to say four years.

11 Q. Where did you go after The Library?

12 A. Glitter Gulch.

13 Q. And how long did you dance there?

14 A. Five years.

15 Q. Where else?

16 A. Crazy Horse Too.

17 Q. How long were you there?

18 A. Two months.

19 Q. Okay. Where next?

20 A. Crazy Horse I.

21 Q. And how long were you there?

22 A. Two months.

23 Q. Next?

24 A. Crazy Horse III.

25 Q. How long were you there?

1 A. Two months.

2 Q. Is there a common ownership among the Crazy
3 Horses?

4 A. (Witness nods head.)

5 Q. Is that a yes?

6 A. I believe so. Sorry about that.

7 Q. That's okay. Okay. After the Crazy Horses,
8 where did you go?

9 A. The Rhino.

10 Q. And by that, I assume you mean Spearmint Rhino;
11 right?

12 A. Yes, I do.

13 Q. Okay. How long were you there?

14 A. I want to say for, like, a year.

15 Q. Okay. Next?

16 A. Cheetah's.

17 Q. How long were you there?

18 A. Five years.

19 Q. We'll come back to Cheetah's.

20 A. I was going to say, you're going to have to
21 swing back to Cheetah's.

22 Q. Yeah. Okay. Where did you go after Cheetah's?

23 A. And from there I was just jumping from club to
24 club. Starting backwards, you know, The Rhino, back to
25 Cheetah's for a couple of months, to Glitter Gulch a

1 couple of months.

2 Q. So you were popping around?

3 A. Yes, I was.

4 Q. And tell me, when did you end or conclude your
5 dancing career, if you will?

6 A. I want to say 2004 -- I mean, 2014. I'm sorry
7 about that.

8 Q. Okay. Now, it's my understanding that in order
9 to perform in this part of -- in this town, you need to
10 have a license; is that right?

11 A. Yes, you do.

12 Q. Okay. And what is the license called? Is it a
13 dancer license?

14 A. It's called a business license.

15 Q. A business license.

16 A. And the business license was given out in 2010.

17 Q. What do you mean "given out"?

18 A. We had to have a business license in 2010.

19 Q. And that's required by the State?

20 A. Yes, it is.

21 Q. And ever since that requirement was in place,
22 until you stopped --

23 A. Yes.

24 Q. -- performing, did you have a business license?

25 A. Yes, I did.

1 Q. So from at least 2010 until 2014?

2 A. Yes.

3 Q. And was that something you obtained on your own?

4 A. Yes.

5 Q. Is there a fee that you had to pay for that?

6 A. Yes, it was.

7 Q. Do you remember what it was?

8 A. It was \$200.

9 Q. And was that an annual fee?

10 A. Yes, it was. Every six months.

11 Q. \$200 every six months?

12 A. Yes.

13 Q. And you have to renew every six months?

14 A. Yes, you did.

15 Q. And what was the process for you to renew it?

16 Did you go online and do it online?

17 A. Well, no. At the time, when they first started
18 giving out a business license, you had to go there and
19 fill out an application. They look at your background
20 and make sure you don't have any warrants or anything.
21 And then you have to pay for it, and then you have to
22 wait for a couple minutes and they hand you your
23 business license.

24 Q. I see. And when you say "there," are you
25 talking about the Secretary of State's office or

1 something?

2 A. Yes.

3 Q. Okay. And if I told you that your first
4 business license was, I guess, requested or filed in
5 mid-April of 2010, would that sound about right to you?

6 A. Yes.

7 Q. Is your business license still active?

8 A. No, it's not.

9 Q. Do you know when it expired?

10 A. 2014.

11 Q. Okay. And do you know how the State classified
12 you for the purposes of your business license?

13 A. Independent contractor.

14 Q. Have you ever -- do you know if you've ever been
15 classified by the State as a sole proprietor?

16 A. No, I do not know that.

17 Q. But this was the license, I think as you said,
18 that was required for you to perform in any of the
19 gentlemen's clubs in town?

20 A. Yes. Even if you wanted to audition, you needed
21 that paperwork.

22 Q. And I assume any time you went to a club either
23 to audition or to work, you had to at least present some
24 evidence that you had registered with --

25 A. Yes. Your business license and your sheriff's

1 card.

2 Q. Very good. Tell me about what you know about
3 the sheriff's card as a requirement?

4 A. I don't know anything about their requirements.

5 Q. Okay. But you had to complete one, a sheriff's
6 card, every time you went to a club?

7 A. Yes, I did.

8 Q. And do you know if the sheriff's cards are
9 club-specific?

10 A. I don't know that.

11 Q. Okay. So -- but it wasn't something you carried
12 with you, was it?

13 A. Always.

14 Q. Ahhh, okay. So it was personalized to you?

15 A. Yes, it was.

16 Q. And do you know what benefits having the
17 sheriff's card gave you or granted you?

18 A. Yes, it did -- yes, I do. When you have a
19 sheriff's card, when you leave out the club, if you get
20 pulled over by the police, you show them your sheriff's
21 card with all the money that you have, because usually
22 when you leave the strip club, you have a lot of money
23 on you.

24 So if they pull you over or if anything happens,
25 they know that you're an entertainer and this is where

1 you got your cash from.

2 Q. I see. Ms. Steel, have you ever formed a
3 business?

4 A. No, I haven't.

5 Q. Have you ever incorporated a business?

6 A. No, I haven't.

7 Q. Have you ever heard of Shannon Steel -- excuse
8 me, Shanon Steel, Inc.?

9 A. No, I haven't.

10 Q. Okay. Let's talk a little bit about Cheetah's
11 Lounge.

12 A. Yes.

13 Q. Tell me when you -- if you can recall -- when
14 you first began performing at Cheetah's Lounge?

15 A. I believe I first started Cheetah's in 2004.

16 Q. And of course this Cheetah's was not the first
17 club, a gentlemen's club, that you had performed at;
18 correct?

19 A. No, it wasn't.

20 Q. And I think you told me that you started dancing
21 in approximately the late 1990s; right?

22 A. Yes.

23 Q. So you had a considerable amount of prior
24 dancing experience before you began working at Cheetah's
25 Lounge?

1 A. Yes, I had.

2 Q. And I think you've testified that you stopped
3 performing at Cheetah's, I think you said, sometime in
4 2014?

5 A. Yes.

6 Q. Tell me why.

7 A. Well, the day that I got hired, I got fired.

8 Q. I'm not sure I understand that.

9 A. I'm speaking of when I first entered the
10 building, I handed her my sheriff's card. She said, Put
11 on your clothes. We remember you. You can work.

12 Two hours after that, I had a boss come to me
13 and said, December, we know you. We don't want you
14 working here anymore.

15 Q. Do you remember what month?

16 A. No, I don't.

17 Q. When you went in for that -- I don't know if
18 I'll call it an audition -- but when you returned to
19 Cheetah's in 2014 --

20 A. Yes.

21 Q. -- who did you initially meet with? Who's the
22 one who said, We remember you?

23 A. I don't remember his name.

24 Q. But it was a man?

25 A. Yes, it was.

1 Q. Do you know what position he held?

2 A. A manager. Excuse me, a floor manager.

3 Q. And do you remember who told you you're no
4 longer welcome here?

5 A. No, I don't.

6 Q. Man or woman?

7 A. Man.

8 Q. Do you remember what position the man had?

9 A. Floor manager.

10 Q. But a different one? Meaning, it wasn't the
11 same as the person who said, We remember you?

12 A. Yes, it was the same guy.

13 Q. Oh, same guy?

14 A. Yes.

15 Q. Do you remember what he looked like?

16 A. No, I don't.

17 Q. Do you remember what race he was?

18 A. I want to say Italian.

19 Q. If I told you that that was in February of 2014,
20 would that be consistent with your recollection?

21 A. I don't remember the month.

22 Q. Prior to this occasion that we were just
23 discussing right now --

24 A. Yes.

25 Q. -- when was the last time before then that you

1 performed at Cheetah's?

2 A. I would like to say 2009.

3 Q. Okay. I want to make sure I understand -- make
4 sure we're on the same page.

5 A. Uh-huh.

6 Q. So you returned to Cheetah's Lounge on one
7 occasion at sometime in 2014 --

8 A. Yes.

9 Q. -- you're not sure of the month or the date --

10 A. I'm not sure about that.

11 Q. -- you were welcomed in, you were there for
12 about two hours --

13 A. Yes.

14 Q. -- and then asked to leave?

15 A. Yes.

16 Q. And prior --

17 MS. CALVERT: Objection; misstates prior
18 testimony.

19 Go ahead.

20 BY MR. FUCHS:

21 Q. Was my question accurate?

22 A. Yes, it was.

23 Q. Okay. And prior to this incident in 2014 or
24 this date --

25 A. Yes.

1 Q. -- in 2014, the most recent time before then
2 that you performed or work at Cheetah was, you think, in
3 2009?

4 A. Yes.

5 Q. Do you recall approximately what month in 2009
6 you last performed?

7 A. No, I don't.

8 Q. Do you remember what season?

9 A. No, I don't.

10 Q. So you don't know early part of the year, late
11 part of the year?

12 A. I would like to say June.

13 Q. And that's your best guess or best recollection
14 as to when you last consistently worked at Cheetah's?

15 A. Yes.

16 Q. Okay.

17 A. Because I know it was hot, and I didn't have no
18 air conditioner in my car, so --

19 Q. Well, I'm not sure if June is the only month
20 it's hot here; but whatever you say, I'll believe you.

21 Now, you've worked at any number of clubs or
22 performed at any number of clubs since leaving the
23 Cheetah in 20- -- 2009?

24 A. Yes, I have.

25 Q. And then you kind of circled back --

1 A. Yes.

2 Q. -- that one occasion in 2014?

3 When you last worked in 20-- excuse me, 2009,
4 were you -- did you regularly perform at the Cheetah's?

5 A. I would say every other day I would.

6 Q. And you've testified you started in 2004, and I
7 think you earlier said you worked there for about five
8 years?

9 A. Yes.

10 Q. So is it your testimony that you worked roughly
11 every other day for that five-year period?

12 A. Yes.

13 Q. And did you work -- do you remember the name of
14 the manager for whom you worked?

15 A. No, I don't. Like I said, we have a lot of
16 floor managers, so --

17 Q. And I guess my question should have been more
18 specific. Do you know if you were assigned to or worked
19 with a particular shift manager?

20 A. No, I wasn't.

21 Q. Did you work a particular shift?

22 A. No, I didn't.

23 Q. Do you remember how the shifts work at the
24 Cheetah's Lounge? Do you remember --

25 A. Well, when I got hired, we didn't really --

1 well, we didn't have any shifts. We could work as long
2 as we wanted to.

3 Q. And you had discretion as to what -- when you
4 went to work? I mean, when you arrived?

5 A. Yes.

6 Q. And did you have discretion as to when you
7 would -- could leave?

8 A. Yes.

9 Q. Were you required to work every other day?

10 A. No.

11 Q. Could you determine what days you wanted to
12 work?

13 A. Yes.

14 Q. And you could work any shift you wanted to work?

15 A. Yes.

16 Q. When you -- I know you've worked at a lot of
17 different clubs. You've told me about that.

18 A. Yes.

19 Q. But when you were working at the Cheetah's --

20 A. Yes.

21 Q. -- did it overlap with you performing at any
22 other club, or were you working only at the Cheetah's?

23 A. I was just working at the Cheetah's at that
24 time.

25 Q. Okay. So were you kind of a one-club-at-a-time

1 person?

2 A. Yes, I was, at that time.

3 Q. You understand what I mean by that?

4 A. Yes.

5 Q. Okay. So you weren't -- during this period of
6 time from, let's say, 2004 to 2009, you weren't popping
7 in and out of different clubs?

8 A. No. I was very committed to that club.

9 Q. Thank you. That's what I was looking for.
10 And that was your choice; right?

11 A. Yes, it was.

12 Q. And you could have worked at other clubs if you
13 wanted to?

14 A. Yes, I could have.

15 Q. As long as you had that business, you could --
16 and you could show up at any club, at any time, and say,
17 Hey, I'd like to dance here?

18 A. Yes. As long as you're a dancer and you have
19 that, you can work at any club.

20 Q. Okay. So you were not restricted to the
21 Cheetah's?

22 A. No, I wasn't.

23 Q. But I guess at least during the time you were
24 there, you must have liked it. You were there for quite
25 a long time.

1 A. Yes. I appreciated it.

2 Q. If you wanted to take off for a week and not
3 dance for a week or two, you had that option?

4 A. Yes, you did.

5 Q. And you could go back to the club after a week
6 or two and --

7 A. Yes, you can.

8 Q. -- pick up right where you left off?

9 A. Yes, you can.

10 Q. Do you remember any of the managers that you
11 worked with while you were there?

12 A. I remember this one man. His name was Bear.
13 And he was the manager and the bouncer. Very rude.

14 Q. Do you remember anyone else in management?

15 A. No. That's pretty much it.

16 Q. Do you remember any house mom that you worked
17 with?

18 A. I remember the house moms, but not the names.
19 I'm not good with names.

20 Q. When you performed at Cheetah's Lounge --

21 A. Yes.

22 Q. -- did you have any other job --

23 A. No. I --

24 Q. -- at that time?

25 A. No, I didn't.

1 Q. Did you have any other source of income?

2 A. No, I didn't.

3 Q. And you were not in school --

4 A. No, I wasn't.

5 Q. -- at the time?

6 And you had no childcare obligation; right?

7 A. Yes, sir.

8 Q. No children?

9 A. No children.

10 Q. Did you have any other sort of obligation at the
11 time, like carrying for a relative, a parent, anything
12 like that?

13 A. No, I didn't.

14 Q. Do you remember what the sign-in process was
15 when you arrived at the Cheetah, what you had to do when
16 you got there?

17 A. Yes, I did. When you arrived inside, you talk
18 to the house mom. She writes down the name -- your
19 name, the date, and how much you had to pay at that
20 moment. You hand her your sheriff's card and the money,
21 and you get dressed.

22 Q. And when you say the amount that you had to pay
23 or the money, you're referring to the house fee?

24 A. Yes.

25 Q. Do you remember what your average house fee was

1 for dancing?

2 A. Yes, I did. \$65.

3 Q. And was that in the 2004 to 2009 period, or was
4 that when you went in 2014?

5 A. 2004.

6 Q. Okay. Let's talk about the 2014 -- the date in
7 2014 that you went, that you were only there for a few
8 hours.

9 A. Yes. At that time, I believe it was \$35.

10 Q. Okay. So you arrived, you showed your sheriff's
11 card --

12 A. Yes.

13 Q. -- house mom took your basic information?

14 A. Yes.

15 Q. And then you were free to get dressed and --

16 A. Yes.

17 Q. -- get on the floor; right?

18 A. Yes.

19 Q. So is it fair to say that the club knew what
20 dates you performed --

21 A. Yes.

22 Q. -- and what time you arrived?

23 A. Yes. At all times.

24 Q. Let's talk about the checkout process --

25 A. Yes.

1 Q. -- the tail-end of the shift. Okay?

2 A. Yes.

3 Q. Can you describe that for me, please?

4 A. Yes. When you -- when you go back and get
5 dressed, you have to talk to the house mom and have a
6 conversation with her and see if you're under the
7 influence. And if you're under the influence -- they
8 used to give you a Breathalyzer before they hand you
9 your keys to your car. If you get -- if you get to take
10 your Breathalyzer and it's point -- I don't know the
11 whole thing.

12 Q. The legal limit?

13 A. Yeah. If you're over the limit, you cannot
14 leave the club. If you're not over the limit, then you
15 can leave. They will hand you your keys, your sheriff's
16 card, pack your bags and you can go.

17 Q. Does the club take possession of your sheriff's
18 card while you're there?

19 A. Yes, they do.

20 Q. Okay. And then they give it back to you when
21 you leave?

22 A. Yes, they do.

23 Q. And that's every shift?

24 A. Yes.

25 Q. And I assume that the reason that you

1 Breathalyzed at the end of the shift is because you're
2 allowed to drink while you're working?

3 A. Yes.

4 Q. Are you a drinker?

5 A. I used to be when I used to be an entertainer.

6 Q. Okay. And so you would avail yourself of
7 alcoholic beverages while you were working?

8 A. Yes.

9 Q. And would you agree that -- I don't know if you
10 ever drank to excess, but some dancers obviously do,
11 from your experience?

12 A. Yes. Yes.

13 Q. And so you obviously understand why the clubs
14 want dancers to Breathalyze; right?

15 A. Yes, I do.

16 Q. For your safety; right?

17 A. Yes, I do.

18 Q. Was that ever an issue for you in terms of not
19 being allowed to leave because you were over the limit?

20 A. No, not at all.

21 Q. Okay. So that didn't really impact your ability
22 to leave when you wanted to leave?

23 A. No, it didn't.

24 Q. I'm not sure that's true with everybody; right?

25 A. You got that right. And that's a yes.

1 Q. Okay. And when -- okay. Anything else during
2 the checkout process -- about the checkout process that
3 you haven't shared with me?

4 A. No, that's it.

5 Q. Did you, at the conclusion of your shift, have
6 to -- did you ever report to club management how much
7 you had earned from performing during the shift?

8 A. No, I didn't.

9 Q. Is there any particular reason you did not?

10 A. We didn't have to.

11 Q. So that was your business, and you kept it to
12 yourself?

13 A. Yes.

14 Q. Do you know if the club tracked or kept a record
15 of what time you left at checkout?

16 A. Yes.

17 Q. Yes, they did?

18 A. Yes, they did. Sorry about that.

19 Q. That's okay. Bad question.

20 So there should be no doubt in your mind that
21 the club tracked dates and times that you worked?

22 A. Yes, they did.

23 Q. During the five years that you were there, how
24 many -- I know I'm going back a long time --

25 A. That's fine.

1 Q. -- how many hours a week would you estimate that
2 you worked on average at the Cheetah's?

3 A. I don't remember.

4 Q. Okay. But when you arrived for a shift, how
5 long do you think you would typically stay? Four hours?
6 Six hours? Twelve hours?

7 A. I would like to say eight hours. And if I would
8 like to continue to do another shift, I have to pay
9 another \$65.

10 Q. Okay. But you had the option to stay over if
11 you wanted to?

12 A. Yes, you did.

13 Q. And you didn't have to stay over if you didn't
14 want to?

15 A. Yes.

16 Q. Now, I know you told me you worked basically
17 every other day --

18 A. Yes.

19 Q. -- so tell me, how did that -- what did that
20 mean, three to four days a week?

21 A. Well, if I worked one night and I had too much
22 to drink, it's kind of hard to wake up the next day and
23 go to work and drink some more. So I did that for my
24 personal health to take, you know, a day off.

25 Q. To take -- to take a break?

1 A. Yes. Yes.

2 Q. Okay. And completely understandable.

3 A. Yes.

4 Q. But with taking a break the day after you
5 worked --

6 A. Yes.

7 Q. -- what did that typically mean in terms of a
8 workweek, Sunday to Saturday? Are you working three
9 days a week on average, you think?

10 A. Well, if it's a Saturday and a Sunday, I don't
11 work on Sunday, so I will not go to work on Sunday.

12 Q. Okay. Here's what I'm trying to get at,
13 Ms. Steel --

14 A. Yes.

15 Q. -- I'm just trying to get a sense of how many
16 days or nights per week you would work on average?

17 A. I don't remember.

18 Q. So is it fair to say that the club did not
19 impose any specific work schedule on you?

20 A. Not at that time.

21 Q. Let's talk about your job duties at the club.

22 A. Yes.

23 Q. What were they?

24 A. As a dancer, you always have to be professional,
25 always stay clean, change your clothes, look

1 presentable, and that's pretty much it.

2 Q. Okay. I assume that as a dancer, you were --
3 you had to dance?

4 A. Yes, you did.

5 Q. And you could dance either on the floor or on
6 stage --

7 A. Yes.

8 Q. -- or in a VIP room?

9 A. Yes.

10 Q. And those are basically the three types of areas
11 that the club had for you to perform?

12 A. Yes, they do.

13 Q. And when you danced on stage, that was for tips,
14 customer tips?

15 A. Yes.

16 Q. Now, you would also perform private dances on
17 the floor --

18 A. Yes.

19 Q. -- for customers; right?

20 A. Yes.

21 Q. Who established the price for private -- excuse
22 me. Withdraw that.

23 Who established the price for dances on the
24 floor?

25 A. We did; the ladies, the dancers.

1 Q. So you had discretion about how much you could
2 charge a customer for a dance on the floor?

3 A. Well, when we first get hired inside a club,
4 they give us prices that we can tell the customers. We
5 can't just tell them our own prices. We had different
6 prices for different things. As far as the VIP room, we
7 have different prices for that; if you're on the floor,
8 you have different prices for that.

9 Q. Okay. Very good. Let's hold off on VIP for
10 just a second. I'm just talking about the general floor
11 area.

12 A. Okay.

13 Q. What was kind of the range of prices that you
14 could charge for a table-side -- what I call a
15 table-side dance?

16 A. \$25.

17 Q. And was that the only -- what were the some of
18 the other prices you could charge?

19 A. Well, that was only on the floor. If you were
20 in a VIP room, it was three for \$100.

21 Q. Okay. Let's leave VIP on the side --

22 A. Okay.

23 Q. -- so I'm just talking on the floor.

24 A. Okay.

25 Q. So it's \$25 a dance?

1 A. Yes, it was.

2 Q. Okay. And that was something you would tell a
3 customer up front; right?

4 A. Yes, you would.

5 Q. So there's no confusion about how much?

6 A. Yes.

7 Q. And that was considered good form or good
8 practice to do that?

9 A. Yes.

10 Q. Okay. Do you know whether the club ever tracked
11 the number of dances on the floor that you did?

12 A. At that time, no.

13 Q. So from your perspective, it was however many
14 dances you could get, that's what you were there to do;
15 right?

16 A. Yes.

17 Q. The more the better?

18 A. Yes.

19 Q. And of course a customer was free to pay you
20 more than \$25 per dance if the customer wanted to do
21 that; right?

22 A. Yes.

23 Q. I'm sure you had no objection to that, if that
24 occurred?

25 A. Yes.

1 Q. Let's talk about VIP dancing.

2 A. Okay.

3 Q. First of all, were you required to dance in VIP?

4 A. No.

5 Q. I'm sorry, I'm just waiting. It's a little
6 noisy out there.

7 A. That's fine.

8 Q. Let's talk about pricing -- customer pricing in
9 VIP.

10 A. Yes.

11 Q. First of all, do you know if the club charged
12 customers to perform -- customers don't perform -- do
13 you know if customers were charged to enter VIP?

14 A. No, they wasn't.

15 Q. Okay. And what was your -- what is your
16 recollection of what your options were in terms of
17 charging customers to perform for them in VIP?

18 A. Can you repeat that?

19 Q. Sure. If a customer said, Hey, December, let's
20 go to VIP, what -- but I don't know how much it cost --
21 it's going to cost me, what would you tell him?

22 A. I would tell the gentleman it will be \$100;
23 before we enter the VIP room, I would like to accept the
24 money. If you don't have it, the ATM machine is right
25 there.

1 Q. You alluded earlier to the fact that there were
2 several pricing options --

3 A. Yes.

4 Q. -- for VIP. Tell me what those were.

5 A. Well, three dances for \$100.

6 Q. Is that the base rate?

7 A. Yes, it was. Now, if the gentleman wants more,
8 then it's -- I believe it's an extra \$100, and I believe
9 that's for an hour. I'm not for sure.

10 Q. Okay. If I understand what you just told me --

11 A. Okay.

12 Q. -- \$100 to go in?

13 A. Yes.

14 Q. And that would get him three dances?

15 A. Yes, it would.

16 Q. Okay. Kind of the basic package, if you will?

17 A. Yes.

18 Q. Okay. If he wanted more than three dances, it
19 kind of went to a timing permit?

20 A. Yes, it did.

21 Q. So if he wanted to spend a half hour with you in
22 VIP --

23 A. Yes.

24 Q. -- how much would that cost?

25 A. I believe roughly 250.

1 THE REPORTER: I'm sorry, 250?

2 THE WITNESS: Yes. Sorry about that.

3 BY MR. FUCHS:

4 Q. So 250 for a half-hour. Do you remember how
5 much for an hour?

6 A. No, I don't.

7 Q. And the money that the customer paid you for
8 time spent in VIP, I refer to those as VIP room fees.
9 How do you refer to them?

10 A. I prefer -- well, the same thing, VIP fees.

11 Q. Or dance fees?

12 A. Yes. I'd rather say VIP fees.

13 Q. Okay. Just to distinguish between table-side
14 dancing and VIP?

15 A. Yes.

16 Q. Okay.

17 A. That's why I said I prefer VIP fees.

18 Q. Sure. And of course the customer was not
19 limited to paying you \$100 for three songs? He could
20 pay you more than that?

21 A. Yes, he could, at the time.

22 Q. I'm sure no objection to that; right?

23 A. Yes.

24 Q. Now, you did not have to pay the club anything
25 if a gentlemen wanted to -- you to perform for him in

1 VIP; correct?

2 A. No, I didn't.

3 Q. So if a gentleman wanted to spend a half-hour
4 with you in VIP, that was 250 in your pocket?

5 A. 250 is two hours.

6 Q. Oh, I'm sorry. I wrote down 30 minutes, 250 for
7 30 minutes.

8 A. No. That's an hour.

9 Q. Okay.

10 A. I'm sorry about that.

11 Q. I'm sorry. Maybe I'm confused, or maybe I
12 misheard you. So let's go back.

13 How much for an hour -- you don't -- you didn't
14 remember how much for an hour in VIP?

15 A. No, I didn't.

16 Q. Okay. And how much for 30 minutes?

17 A. 30 minutes was not an option. If the song --
18 if, when you walk in and a song is playing, you have to
19 wait until the next song is playing.

20 Q. To begin?

21 A. Yes, to begin. So we never counted the three
22 dances, as far as minute; we never did that.

23 Q. Right.

24 A. Yes.

25 Q. So for \$100 I get three songs, however long they

1 last?

2 A. Yes. Because you have songs that last for four
3 minutes; you have songs that last for five minutes.

4 Q. Got it. But if I say, You know what, I want to
5 do a little bit than three songs and I wanted to stay
6 for a half an hour, could I do that?

7 A. Yes, you can.

8 Q. And do you remember the price point on that?

9 A. No.

10 Q. Oh, okay. I must have misheard you earlier.

11 A. I'm sorry about that.

12 Q. That's okay. What was your habit in terms of
13 paying the house fee? Did you pay it at the front end
14 of the shift or the back end of the shift, or a little
15 bit of both?

16 A. Well, when you arrive in the club, you have to
17 pay it before you get on the floor.

18 Q. And that was your custom?

19 A. Yes. Always.

20 Q. And I assume that when you left the club, you
21 typically left with a decent amount of cash?

22 A. Not always. So that's a no.

23 Q. Let's talk about that. Was there ever an
24 occasion where you went to work at Cheetah's and you did
25 not earn enough to cover the house fee that you had

1 paid?

2 A. Yes.

3 Q. So if the house fee at that time was \$65 --

4 A. Yes.

5 Q. -- there were occasions where you didn't earn at
6 least \$65 performing?

7 A. Yes.

8 Q. And so you end up with a net negative for that
9 shift?

10 A. Yes, you did.

11 Q. So in effect, you lost money?

12 A. Yes.

13 Q. And how often would that occur?

14 A. I don't remember.

15 Q. Did it happen more than a couple of times?

16 A. I would like to say so, yes.

17 Q. Obviously, that's disappointing?

18 A. Yes, it is.

19 Q. Okay. And that's probably an understatement.
20 You probably were more than disappointed by not having
21 made at least \$65 dancing; right?

22 A. Well, I didn't look at it like that, because I
23 could go to work the next day and make something.

24 Q. Sure. But you understood, though, did you not,
25 that on any given shift, there may not be a lot of

1 customers, you may not make very much money?

2 A. Yes.

3 Q. And you understood that on occasion you may go
4 there and strike out and not make any money?

5 A. Yes.

6 Q. And you were willing to accept that risk;
7 correct?

8 A. Yes.

9 Q. Because you knew on some nights you'd hit it
10 big; right?

11 A. Yes.

12 Q. And -- and because you were there for a good
13 length of time, approximately five years --

14 A. Yes.

15 Q. -- you were okay with that arrangement?

16 A. Yes, I was.

17 Q. Now, I assume that on a weekly basis -- let me
18 not make any assumptions -- on a weekly basis, were you
19 ever in the hole? Meaning, did you ever pay more to
20 perform than you earned for the week?

21 A. No. No, I haven't.

22 Q. Okay. So on any given shift you may be
23 underwater, so to speak, but the money -- but that's not
24 true on any given workweek?

25 A. Yes.

1 Q. So if you had a bad night one night, chances are
2 it wasn't going to be like that the rest of the week?

3 A. Yes.

4 Q. Can you tell me, on average, how much you think
5 you've earned from performing in any given week or
6 shift?

7 A. I don't remember.

8 Q. Is it fair to say, though, that if you weren't
9 earning any money or money that you were satisfied with,
10 you wouldn't have stayed there for five years?

11 A. Can you repeat that?

12 Q. Sure. You know, some clubs you've danced at for
13 only two months --

14 A. Yes.

15 Q. -- and I assume it's because you were less than
16 satisfied working at those clubs; fair?

17 A. Yeah, you can say that's fair. Yes.

18 Q. In contrast, you were at the Cheetah's for
19 approximately five years?

20 A. Yes.

21 Q. Which, in dancer terms, that's a pretty long
22 relationship with a club?

23 A. Yes.

24 Q. And is it fair to say that during that five-year
25 period, you must have been at least somewhat satisfied

1 with the amount of money you were earning, otherwise you
2 might not have stayed that long?

3 A. Yeah. Sorry, yes.

4 Q. Yeah works okay.

5 Does Cheetah's Lounge use any sort of dancer
6 dollars or funny money?

7 A. At that moment when I was dancing there, they
8 didn't.

9 Q. Did not?

10 A. They did not.

11 Q. Okay. So you never had any experience with what
12 are called G-bucks?

13 A. No, I haven't.

14 Q. And customers didn't use G-bucks to pay you for
15 entertaining?

16 A. No, they didn't.

17 Q. So, therefore, I assume you never paid any sort
18 of fee to the club to exchange G-bucks or anything of
19 that nature?

20 A. No, I didn't.

21 Q. At Cheetah's Lounge, were you able to select
22 your own costumes?

23 A. Yes, I was.

24 Q. And who paid for those costumes?

25 A. I did.

1 Q. Were you reimbursed by the club for those
2 costumes?

3 A. No, I wasn't.

4 Q. Were you ever told that you couldn't wear a
5 costume that you had purchased for yourself?

6 A. Yes, I was.

7 Q. Tell me.

8 A. Well, as being an African-American woman, I'm
9 very shapely and curvy. So if something is too
10 revealing, like G-strings, then I couldn't wear that,
11 and I understood it.

12 Q. I don't want to get too personal here, but what
13 is your understanding as to the source of the
14 restriction? Was that, like, a City Municipal
15 restriction --

16 A. Yes, it was.

17 Q. -- or a Metro?

18 A. Yes, it was.

19 Q. Okay. So the club was just trying to ensure
20 that whatever you were wearing complied with City or
21 Metro --

22 A. Yes.

23 Q. -- rules?

24 A. Yes.

25 MS. CALVERT: Object; calls for speculation.

1 BY MR. FUCHS:

2 Q. But that's your understanding; right?

3 A. Yes.

4 Q. Any other issues with costumes, that you recall?

5 A. No, that's it.

6 Q. Do you remember how much you had to pay for your
7 costumes either -- I don't know how often you replaced
8 them or purchased them -- do you remember roughly how
9 much you paid?

10 A. At the time when I was dancing at Cheetah's, I
11 used to buy an outfit every day, so I want to say
12 probably, like, \$100 per outfit, depending how many
13 outfits I bought --

14 Q. Sure.

15 A. -- at that moment from the house mom.

16 Q. Sure. And did you have like a wardrobe, so to
17 speak, of X number of outfits that you could use at any
18 given time?

19 A. Yes, I did.

20 Q. Approximately how many would you have in your
21 closet at any given time?

22 A. Well, it's called a locker, and five outfits.

23 Q. Okay. So that was your stock, so to speak, of
24 dance outfits in your locker at the club?

25 A. Yes.

1 Q. And how often do you think you had to replace
2 outfits due to wear and tear or whatever? I'm sorry,
3 you know what? You already said you bought a new outfit
4 every day; right?

5 A. Yeah. Yes.

6 Q. That answers my question. Let's talk about
7 shoes.

8 A. Okay.

9 Q. Were you allowed to select your own shoes?

10 A. Yes.

11 Q. And I assume you had to pay for your own shoes?

12 A. Yes.

13 Q. I know shoes can be expensive. How much do you
14 think you spent on a pair of dancer shoes?

15 A. \$95.

16 Q. And how often do you think you had to buy shoes?

17 A. When I was dancing, I'd buy shoes every five
18 months.

19 Q. I guess at some point they wear out or show
20 signs of wear?

21 A. Yes, they do, at the bottom.

22 Q. Were you ever told you couldn't wear a certain
23 type of shoe or style of shoe that you had selected for
24 yourself?

25 A. No.

1 Q. When dancing at Cheetah's, were you able to
2 select your own cosmetics, makeup?

3 A. Yes, you were. But at the time, I was not
4 wearing makeup.

5 Q. Okay. And that wasn't a problem with it?

6 A. No, not at all.

7 Q. That was pretty much up to you; right?

8 A. Yes.

9 Q. Same question about your hairstyle.

10 A. Yes.

11 Q. Could you style your hair however you wanted to?

12 A. No, you couldn't.

13 Q. Tell me about that.

14 A. As being an African-American lady, you cannot
15 wear braids; you have to wear with weaves, six inches or
16 longer.

17 Q. Was that a problem? Did that present a problem
18 for you?

19 A. Not for me.

20 Q. Okay. And tell me -- I know hairstyling can be
21 pricey. How much do you think you spent on hair styling
22 to -- for dancing?

23 A. Roughly \$300.

24 Q. Per?

25 A. Per --

1 Q. How often?

2 A. -- two months.

3 Q. \$300 every two months?

4 A. Yes. And that's being an African-American
5 woman, because we have to have the whole process when it
6 comes to weaving and braiding our hairs and things like
7 that.

8 Q. Okay. I'm not all that familiar with the
9 process --

10 A. Yes, sir.

11 Q. -- but I'll -- I get it.

12 And of course you weren't reimbursed for those
13 sorts of expenses?

14 A. No, I wasn't.

15 Q. I apologize if I've asked you this: Dancer --
16 do you know if dancers were allowed to attend school if
17 they wanted to attend school while they were dancing?

18 A. Yes, they were.

19 Q. Do you know if dancers were allowed to hold
20 other jobs?

21 A. Yes, they were.

22 Q. We already talked about dancers could consume
23 alcohol while they're performing.

24 A. Yes.

25 Q. How about smoking cigarettes? Could dancer

1 smoke?

2 A. Yes.

3 Q. And Cheetah's didn't have a kitchen or serve
4 food, did it?

5 A. No.

6 Q. I know you were an experienced dancer when you
7 came to the club.

8 A. Yes.

9 Q. Did anybody at the club tell you how you were
10 supposed to dance?

11 A. Yes.

12 Q. Tell me about that?

13 A. Well, as being an African-American lady, it's no
14 bootie shaking -- no -- a lot of bootie shaking, no
15 clapping your butt. We got sent home a lot of times for
16 that. That's pretty much it.

17 Q. Okay. I'm not sure I know the difference
18 between bootie shaking and butt clapping, but my
19 question to you is: The times that you were told not to
20 do that -- those sorts of things --

21 A. Yes.

22 Q. -- was that because it was -- you're not allowed
23 to do it under Las Vegas law or the County law?

24 A. No.

25 Q. Okay. So as far as you knew, the City or -- the

1 City did not -- or the County did not regulate how you
2 performed?

3 A. Yes.

4 Q. But isn't it true that there's certain things
5 you cannot do under the local vice rules?

6 A. Yes.

7 Q. But what you're describing is not one of them?

8 A. Yes.

9 Q. Okay. Other than those two things that you
10 mentioned --

11 A. Yes.

12 Q. -- were you generally free to dance how you
13 wanted to dance?

14 A. No.

15 Q. Explain.

16 A. Well, when you're on the stage, it's a couple of
17 moves that you have to do if you had a spinning pole or
18 a regular pole.

19 Q. Okay. Were you -- first of all, were you
20 required to use the pole?

21 A. Yes.

22 Q. How did they require you to use the pole?

23 A. Can you repeat that?

24 Q. Well, you mentioned poles --

25 A. Okay.

1 Q. -- dancer poles --

2 A. Okay.

3 Q. -- and you seemed to indicate that the club
4 required you to use them.

5 A. Yes.

6 Q. I'm not sure I follow that. Can you explain
7 that to me?

8 A. Okay. How Cheetah's is set up, you have one
9 stage as soon as you walk in on the left-hand side. On
10 the right-hand side, you have a bar, which is two stages
11 right by the bar. So if you're dancing right by the
12 bar, it's no kicking, no spinning; all you have to do is
13 kind of wiggle your body right by the bar, so you don't
14 have to kick nobody in the head. Now, that's on the
15 back stages where the bar is.

16 Now, if you're on the main stage, you can pretty
17 much do whatever you want. You can flip upside down,
18 you can slide down, get on all floor, get on all your
19 fours and shake your butt, and things like that. That's
20 what I mean.

21 Q. When you performed --

22 A. Yes.

23 Q. -- danced, did you try to be sexual?

24 A. No, not at all. Always fun.

25 Q. Okay. Did you try to be creative?

1 A. Yes. Always.

2 Q. Try to be attractive and enticing to the
3 customers?

4 A. Yes. I'm already that, but yes.

5 Q. Other than when you were on the stage, were you
6 free to pick and choose which customers you would
7 perform for?

8 A. Yes.

9 Q. And I think you said earlier you were not
10 required to dance in VIP, so that was at your
11 discretion; right?

12 A. Yes.

13 Q. And if you wanted to opt out of the stage
14 rotation, you could do that; right?

15 A. Yes.

16 Q. You were free to sit and mingle with the club's
17 customers?

18 A. Yes. That was a must.

19 Q. Because that's how you would -- that's how you
20 would get dances for yourself; right?

21 A. Yes.

22 Q. And if you needed to take a break during a
23 shift, you could do that?

24 A. Yes.

25 Q. Ms. Steel --

1 A. Yes.

2 Q. -- during the years, the roughly five years that
3 you performed at Cheetah's Lounge --

4 A. Yes.

5 Q. -- did you file income tax returns?

6 A. No, I didn't.

7 Q. So is it fair to say that because you did not
8 file income tax returns with the Internal Revenue
9 Service, is it fair to say you did not also pay income
10 tax, federal income tax, on any of your earnings from
11 performing at the Cheetah's?

12 A. Yes.

13 Q. Just so the record's clear, yes, it's fair to
14 say that you did not?

15 A. Yes. Sorry about that.

16 Q. That's okay. That was a poor question.

17 Now, I know there's no state income tax in
18 Nevada; correct? If you know.

19 A. I don't know that.

20 Q. Okay. And I assume that if you did not file
21 income tax returns with the Internal Revenue Service for
22 the years that you performed at the Cheetah, also you
23 didn't deduct from your income tax the expense items --
24 your costumes, your shoes, things of that nature?

25 A. Yes.

1 Q. Other than your house fee --

2 A. Yes.

3 Q. -- for performing at the Cheetah, were you
4 required to pay any other sort of fee?

5 A. Yes, you did. You had to pay the house mom, you
6 have to pay the DJ, and the security guards too.

7 Q. Let's take those one at a time. Okay?

8 A. Yes.

9 Q. What is your understanding of what you were
10 required or supposed to pay the house mom?

11 A. Well, if you -- well, you had to pay the house
12 mom, and that was if she have food or feminine products,
13 our outfits, or if you were just leaving and you had a
14 great night.

15 Q. Okay. I'm not sure I completely understood your
16 response.

17 A. Okay.

18 Q. Obviously, if a house mom is -- if she's selling
19 outfits, then you're going to pay her for the outfit;
20 right?

21 A. Yes.

22 Q. I'm talking about a tip, is really what I'm
23 talking about.

24 A. Yes.

25 Q. Were you -- do you -- from your perspective,

1 were you required to tip house moms?

2 A. Yes.

3 Q. Okay. And how did you learn or become aware
4 that you were required to tip a house mom?

5 A. Well, that was always on applications, when you
6 fill out the application when you get hired.

7 Q. There was something --

8 A. It was --

9 Q. -- on the application that said --

10 A. It was always on the package, Tip out the house
11 mom, Tip out the DJ, tip out the security guards.

12 Q. So it was your understanding that the house
13 required you to do that?

14 A. Yes.

15 Q. Okay. Was there a set or standard tip amount
16 for --

17 A. No --

18 Q. -- the house mom?

19 A. -- there wasn't.

20 Q. So tipping, from your perspective, was required
21 but the amount was up to you?

22 A. Yes, it was.

23 Q. And did you always tip the house mom?

24 A. Yes.

25 Q. Any idea how much you tipped the house mom?

1 A. \$20.

2 Q. Per shift?

3 A. Yes.

4 Q. Is that pretty consistent?

5 A. Yes, it was.

6 Q. Pretty standard at gentlemen's clubs for dancers
7 to tip house moms, isn't it?

8 A. Yes.

9 Q. Have you ever performed at any club where you
10 did not tip a house mom?

11 A. Can you repeat that?

12 Q. Is there any club you can think of that you ever
13 performed at where you did not tip a house mom?

14 A. No. That was always required.

15 Q. Let's talk about the DJ.

16 A. Yes.

17 Q. From your perspective, were you required to tip
18 the DJ?

19 A. Yes.

20 Q. And how much were you required to tip the DJ,
21 from your perspective?

22 A. 10.

23 Q. \$10?

24 A. Yes, \$10.

25 Q. Per shift?

1 A. Yes.

2 Q. And so it wasn't a percentage of what you
3 earned?

4 A. No, it wasn't.

5 Q. A flat amount?

6 A. Yes.

7 Q. And did you consistently tip the DJ that amount?

8 A. When I worked, yes, I did.

9 Q. Right.

10 A. Not the hours, but the day that I worked.

11 Q. Right. Whenever you performed --

12 A. Yes.

13 Q. -- you would -- at checkout, you on would tip
14 the DJ --

15 A. Yes, I would.

16 Q. The \$10?

17 A. Yes, I would.

18 Q. Pretty standard for dancers to tip DJs in this
19 town, isn't it?

20 A. Yes.

21 Q. Any club you could think of where you worked
22 where you did not tip a DJ?

23 A. No, that was always.

24 Q. So no real surprises there; right?

25 A. Yes.

1 Q. Let's talk about the security guards?

2 A. Yes.

3 Q. Floor man, same thing?

4 A. Yes.

5 Q. They're just the same thing?

6 A. Yes.

7 Q. What is your understanding of how much you had
8 to tip floor men?

9 A. Well, it was up to the ladies.

10 Q. And did you make it a habit of tipping floor
11 men?

12 A. Yes, I did.

13 Q. How much did you tip floor men?

14 A. \$10.

15 Q. Per shift?

16 A. Yes.

17 Q. And of course the floor men provided you with a
18 safe working environment; right?

19 A. Yes.

20 Q. And DJs played music for you to dance to?

21 A. Yes.

22 Q. And house mom provided supplies and support and
23 things like that?

24 A. Yes, they did.

25 Q. And I think you would probably agree with me

1 that Las Vegas is a tipping town; right?

2 A. Yes.

3 Q. It's very common out here to tip folks for doing
4 services for you?

5 A. Yes.

6 Q. Were you ever disciplined by Cheetah's for not
7 tipping out?

8 A. No, I wasn't.

9 Q. Were you ever fined by Cheetah's for any reason?

10 A. No.

11 Q. Were you ever fired by Cheetah's for any reason?

12 A. Yes.

13 Q. Tell me about that.

14 A. Well, if it was a lot of black girls there, they
15 didn't want a lot of black girls working, so if they had
16 a lot, then they'll fire -- well, let me put it like
17 this: They only accept seven African-American girls.
18 And if you had eight, then you had to fire one.

19 Q. How do you know this?

20 A. House moms. And sometimes the manager will let
21 you know; if he has too many African-American girls,
22 he'll have to let you go.

23 Q. Okay. Forgive me. I'm a little confused.

24 A. It's okay. I was too, sir.

25 Q. Okay. What house mom or floor man told you that

1 there was a limit on the number of African-American
2 dancers the club could have?

3 A. I don't know their names. I don't remember
4 their names.

5 Q. To your knowledge, were you ever fired or sent
6 home on a shift because someone told you there were too
7 many African-American dancers?

8 A. Yes.

9 Q. But you don't remember who told you that?

10 A. No, I don't.

11 Q. Did you ever question that or complain about
12 that to anyone at the club?

13 A. No, I didn't, because I didn't want to lose my
14 spot.

15 Q. Meaning, you were afraid to complain about it?

16 A. Yes.

17 Q. Do you remember who -- I know you told me about
18 Bear.

19 A. Yes.

20 Q. What race is he?

21 A. I believe he's Cuban.

22 Q. Do you remember who the general manager was when
23 you worked?

24 A. No, I don't.

25 Q. Do you remember who the operations manager was

1 when you worked?

2 A. No, I don't. And I never heard of that position
3 before in a strip club.

4 Q. Or any other management-level person at the
5 club?

6 A. No.

7 MR. FUCHS: I'll tell you what -- let's go off
8 the record.

9 MS. CALVERT: Sure.

10 THE VIDEOGRAPHER: The time is approximately
11 11:19 a.m. We are going off the record.

12 (Recess taken.)

13 THE VIDEOGRAPHER: The time is approximately
14 11:33 a.m. We are back on the record.

15 MR. FUCHS: Very good. Thank you.

16 BY MR. FUCHS:

17 Q. Okay. Ms. Steel, before the break --

18 A. Yes.

19 Q. -- I asked you, I believe, if you were ever
20 fired --

21 A. Yes.

22 Q. -- by Cheetah's, and you told me about your
23 thoughts on what had happened there.

24 A. Yes.

25 Q. Were you ever fired for any other reason?

1 A. No.

2 Q. When you performed at Cheetah's, Las Vegas, or
3 Cheetah's Lounge --

4 A. Yes.

5 Q. -- did you ever sign a document referred to as a
6 Dancer Performance Lease?

7 A. Yes.

8 (Exhibit 1 was marked for identification.)

9 BY MR. FUCHS:

10 Q. Ms. Steel, I'm handing you a document which I
11 believe has been marked No. 1.

12 A. Yes.

13 MR. FUCHS: Counsel, it's Plaintiff's 2 from
14 yesterday.

15 MS. CALVERT: Okay. The clear one, okay.

16 MR. FUCHS: Correct.

17 BY MR. FUCHS:

18 Q. That is a -- that is an unsigned copy of a
19 Dancer Performance Lease. Do you see that?

20 A. Yes, I do.

21 Q. The reason I've given you that one is because
22 the one that you signed is not a very clear copy.

23 A. Yes.

24 Q. Do you remember signing that?

25 A. No, I don't.

1 Q. I'm sorry, I'm a little confused by your answer.
2 Because I think originally, before I presented you with
3 the document, you said you had -- you did recall signing
4 one, and now that I've presented you with one, you don't
5 recall signing one?

6 A. Well, I didn't look at the paperwork. I was
7 just trying to get in real fast --

8 Q. I see.

9 A. -- so I didn't read anything. I just put my
10 name, my address, and my sheriff's number down and --

11 Q. Okay. So you do remember signing something --

12 A. Yes, I do.

13 Q. -- you just may not have studied it or spent any
14 time with it?

15 A. Yes.

16 Q. Okay.

17 (Discussion held off the record.)

18 BY MR. FUCHS:

19 Q. Yeah, that's sometimes hard. If you'll wait for
20 me to finish my question, I'll let you --

21 A. Yes, sir.

22 Q. -- finish your answer before I go on to the next
23 question.

24 Okay. So is it fair to say that with respect to
25 the Exhibit 1 that you're looking at, you vaguely recall

1 signing it but you just don't -- you're just not
2 familiar with its terms?

3 A. Yes.

4 Q. We talked a little bit before about house fees.
5 Do you recall there ever being offered a discounted
6 house fee if you stayed a certain length of time --

7 A. No, I did not.

8 Q. -- during a shift?

9 And was the house fee pretty consistent from
10 each shift, from what you recall?

11 A. Yes.

12 Q. And you understood, did you not, that when you
13 performed at Cheetah's, there were certain City or Metro
14 rules by which you had to comply?

15 A. Yes.

16 Q. And you were okay with that?

17 A. Yes, I was.

18 Q. And do you know what would happen to you or to
19 the club if you were caught violating those City or
20 Metro rules?

21 A. Yes. I believe that they will get a ticket and
22 I will get a ticket for soliciting.

23 Q. So is it fair to say that because of your
24 understanding, you tried to conform your conduct to
25 those rules?

1 A. Yes, I did.

2 Q. You didn't want to get a ticket, did you?

3 A. No.

4 Q. And you didn't want the club to get a ticket,
5 did you?

6 A. Not at all.

7 Q. And you knew you had to keep your business
8 license active, obviously, to work?

9 A. Yes. Always.

10 Q. And that's true for whatever club you worked at?

11 A. Yes.

12 Q. I want to clarify -- get you to clarify
13 something you said for me earlier.

14 A. Yes.

15 Q. We were talking about the tip-outs --

16 A. Yes.

17 Q. -- I asked you about floor men or security
18 guards.

19 A. Yes.

20 Q. And I believe you said the amount that you
21 tipped was discretion -- at your discretion?

22 A. Yes.

23 Q. What I was unclear about is whether you believed
24 tipping floor men was optional?

25 A. Yes, it was optional.

1 Q. But even though it was optional, it was your
2 custom or habit to tip out the floor men?

3 A. Yes.

4 Q. And that's pretty standard; right?

5 A. Yes.

6 Q. How would you typically get to and from the
7 club?

8 A. I drove. If I lived down the street, I walk.

9 Q. But with respect to Cheetah's, how did you get
10 to and from the club?

11 A. Drove.

12 Q. Okay.

13 A. Uh-huh.

14 Q. Ms. Steel, have you spoken with any other
15 dancers or former dancers of the Cheetah's recently?

16 A. No, I haven't.

17 Q. When would you guess would be the last time you
18 spoke to any of your former co-workers at the Cheetah?

19 A. Like around 2004.

20 Q. Well --

21 A. '14.

22 Q. Thank you. Okay.

23 A. I'm sorry about that.

24 Q. That's okay. So you haven't talked to any of
25 your former fellow dancers since you left?

1 A. Yes.

2 Q. To your knowledge, did you ever sign an
3 arbitration agreement?

4 A. No, I haven't.

5 Q. Ms. Steel, do you know why -- let me ask it this
6 way: What is your understanding as to why you are suing
7 Cheetah's?

8 A. Can you repeat that?

9 Q. Yes. You understand that you've brought a
10 lawsuit against Cheetah's?

11 A. Yes.

12 Q. What I want to know is, what is your
13 understanding as to why you are suing Cheetah's?

14 A. Can you rephrase that?

15 Q. I'll try.

16 A. Okay.

17 Q. You have brought a lawsuit in Clark County --

18 A. Yes.

19 Q. -- against La Fuente, Inc., which does business
20 as Cheetah's Lounge?

21 A. Yes.

22 Q. Why?

23 A. Well, I was very disrespected there as an
24 African-American woman.

25 Q. Anything else?

1 A. Not offhand.

2 Q. So you're suing because you felt that the club
3 disrespected you?

4 A. In many situations.

5 Q. I'm -- in many situations?

6 A. Yeah, in many situations.

7 Q. Okay. Tell me how it is that you believe the
8 club disrespected you?

9 A. Well, telling me to go home when I wasn't doing
10 anything wrong. If I arrived and there was a lot of
11 African-American women there, I couldn't work that
12 shift.

13 Q. Anything else?

14 A. Not offhand.

15 Q. Do you know what you're asking the Court to do
16 for you, for what relief you're asking the Court to give
17 you in this lawsuit?

18 A. I don't understand that question.

19 Q. Okay. When people sue --

20 A. Okay.

21 Q. -- they usually sue for something --

22 A. Okay.

23 Q. -- to get some type of relief or some type of
24 remedy.

25 A. Okay.

1 Q. I'm -- what I'm trying to figure out is, what
2 remedy or what relief it is you think you are asking the
3 Court to give you?

4 A. I don't have the question -- I don't have an
5 answer right now.

6 Q. Okay. Well, you understand that this is
7 probably my only opportunity to question you?

8 A. Yes, I do.

9 Q. Okay. And because I'm representing the club, I
10 need to know what it is you're suing for, but you're not
11 sure?

12 A. I don't know how to phrase it the correct way.

13 Q. Well, why don't you -- I'm not going to hold you
14 to any particular words. Why don't you describe it the
15 best you can.

16 A. Let me see. I would like to say house fees, as
17 far as paying so much money to dance at the time that I
18 was dancing. I don't think that was right.

19 Q. Okay. If I understood what you just said --

20 A. Okay.

21 Q. -- you're suing to recover the house fees that
22 you paid because you don't feel that was right to charge
23 you the house fee?

24 A. How much. It could have been lower, but it was
25 very high.

1 Q. The -- what, the \$65?

2 A. Yes.

3 Q. Okay. Now, is there anything else you think
4 you're suing for?

5 A. No.

6 Q. Now, you're no stranger to paying house fees at
7 clubs?

8 A. Not at all.

9 Q. And certainly Cheetah's is not the only club in
10 town to charge a house fee?

11 A. Not at all.

12 Q. And you worked at any number of other clubs?

13 A. Yes, I have.

14 Q. How much did -- how much house fees did you pay
15 at the Spearmint Rhino?

16 A. How many.

17 Q. How much?

18 A. Oh, well --

19 Q. Per shift.

20 A. Well, when I was working at the Spearmint Rhino,
21 and I worked there probably for, like, a year, two
22 years.

23 Q. Right. My question has to do with the amount of
24 house fees you paid to work there.

25 A. At the time, I don't remember how much their

1 house fee was. I don't remember how much their house
2 fee was.

3 Q. Do you know if it was more or less than \$65?

4 A. No, I don't.

5 Q. Okay. How much did you pay to dance at any of
6 the Crazy Horse clubs?

7 A. I don't remember.

8 Q. Do you know if it was more or less than you paid
9 at Cheetah's?

10 A. I would like to say less.

11 Q. How much in house fees did you pay to perform at
12 Glitter Gulch?

13 A. I don't remember.

14 Q. How much did you pay to perform at The Library?

15 A. I don't remember.

16 Q. So is it fair to say the only club that you
17 remember how much you paid a house fee to is the
18 Cheetah's?

19 A. Yeah, because I was working there for many, many
20 of years, consistently.

21 Q. Well, you worked at Glitter Gulch for about five
22 years.

23 A. I was bouncing back and forth to different clubs
24 when I was dancing at Glitter Gulch at the time.

25 Q. And you worked at The Library for about four

1 years.

2 A. Bouncing at different clubs back and forth.

3 Q. Okay. Yet, you haven't sued any of these other
4 clubs like you're suing the Cheetah; right?

5 A. No, I haven't.

6 Q. Is there any particular reason why you've
7 singled out Cheetah's Lounge?

8 A. No, it hasn't.

9 Q. Are you planning on suing any of these other
10 clubs that you've danced at?

11 A. No.

12 Q. Okay. So you are displeased with the amount of
13 house fees that you had to pay to perform at the
14 Cheetah's?

15 A. Yes, and the disrespect.

16 Q. And the disrespect. Have you attempted to
17 calculate how much you believe the club owes you?

18 A. No, I haven't.

19 Q. And of course you understand why I'm asking;
20 right?

21 A. Yes, I do.

22 Q. You know, if we were to try to resolve this
23 case, we need to have a sense of how much it is you
24 believe you're owed; right?

25 A. Yes.

1 Q. Okay. But sitting here today, you don't have a
2 sense or an idea of what it is you believe the club owes
3 you?

4 A. No.

5 Q. Isn't that a piece of information you'd like to
6 have?

7 A. Yes, I would.

8 Q. Okay. And wouldn't you want a sense of how much
9 you believed you were owed prior to bringing a lawsuit?

10 A. No. I didn't -- I didn't think about that,
11 think about the numbers.

12 Q. So we've talked about the house fees; right?

13 A. Yes.

14 Q. And the disrespect?

15 A. Yes.

16 Q. Do you believe Cheetah's owes you any back
17 wages?

18 A. Can you repeat that?

19 Q. Yes. We've been talking generally about the
20 types of relief or the type of remedy you're looking for
21 from the Court, we've talked about being disrespected,
22 we've talked about what you consider to be a high house
23 fee. My question is as it relates to wages.

24 A. Okay.

25 Q. Do you believe the club owes you anything in

1 wages?

2 A. Can you repeat that one more time?

3 Q. You know what I mean by "wages"; right?

4 A. No.

5 Q. Compensation?

6 A. Yes.

7 Q. Do you know what that is?

8 A. Yes.

9 Q. Do you believe the club owes you anything in
10 terms of compensation for having performed there?

11 A. Yes.

12 Q. Explain that to me. What do you believe they
13 owe you?

14 A. How can I phrase this? I don't know how to
15 answer that question right now.

16 Q. And again, Ms. Steel, the problem here is, I'm
17 trying to figure out what it is you're seeking by
18 bringing this lawsuit --

19 A. Yeah.

20 Q. -- and it sounds to me like you're having a
21 little trouble explaining what it is you're seeking.

22 A. Yes, I am.

23 Q. Okay. And that makes it a little difficult from
24 our side to figure out how to -- to figure out where
25 this case is going.

1 A. Okay.

2 Q. Okay? Did you sue the club because you were
3 angry at the club?

4 A. No.

5 Q. Okay. But you said before you felt
6 disrespected?

7 A. Yes, at the time when I was working there.

8 Q. Okay. Now, of course you haven't worked there
9 in some time?

10 A. Yes.

11 Q. Okay. So did you feel vindicated by suing the
12 club?

13 A. I don't understand what that word is.

14 Q. Okay. Sorry.

15 A. That's okay.

16 Q. Did it make you feel better to sue the club?

17 A. No, not at all.

18 Q. How did you go about finding an attorney to
19 assist you in bringing this lawsuit? Did you reach out
20 to an attorney --

21 A. Yes, I did.

22 Q. -- did someone reach out to you?

23 A. Yes, I reached out to an attorney.

24 Q. Do you remember how you found the attorney that
25 you reached out?

1 A. No, I don't.

2 Q. I mean, did you look online or did you call
3 somebody?

4 A. Well, I believe at the time that -- I believe at
5 the time that I was looking at the news and I heard
6 something about it, so I just wanted to follow up.

7 Q. What did you hear on the news?

8 A. I think it was a lawsuit with -- I forgot the
9 club name. It starts with an "S."

10 Q. Sapphire?

11 A. Yes, Sapphire's. So I just wanted to follow up,
12 and that's how I got in contact with Lauren here, and
13 seeing what's the whole process to go with the whole
14 lawsuit.

15 Q. So on your own you found Ms. Calvert and called
16 her?

17 A. Yes, I did.

18 Q. Now, when you performed at Cheetah's, you were
19 not paid by the hour, were you?

20 A. No, not at all.

21 Q. And of course you probably haven't ever been
22 paid by the hour when you performed at a gentlemen's
23 club; correct?

24 A. Yes, that's correct.

25 Q. Is it your expectation in this lawsuit that

1 Cheetah's pay you some sort of hourly rate for the time
2 that you performed?

3 A. Can you repeat that?

4 Q. Sure. I'm trying to get an understanding as to
5 why you're suing and what you're seeking to recover.

6 A. Yes.

7 Q. So my question was, is it your expectation or
8 hope that the club will pay you some hourly rate of pay
9 for the hours you performed at the club?

10 A. Yes.

11 Q. Why do you expect that?

12 MS. CALVERT: Objection; calls for a legal
13 conclusion.

14 You can answer if you know.

15 THE WITNESS: No.

16 BY MR. FUCHS:

17 Q. That was not your understanding of the
18 arrangement when you went to work at the club; correct?

19 A. Yes.

20 Q. And when you started working there, you never
21 expected to be paid an hourly rate?

22 A. No, not at all.

23 Q. Yet now you seem to be telling me that you do
24 expect to be paid at an hourly rate?

25 A. Well, not now, because I'm not dancing.

1 Q. Fair enough. What I mean is, you just testified
2 that now you're looking for the club to pay you an
3 hourly rate of pay for some period of time?

4 A. Yes, we can -- I can say that.

5 Q. Okay. But we're clear that that was not the
6 understanding or the arrangement that you reached with
7 the club when you started working there?

8 A. Yes.

9 Q. So what changed?

10 A. Nothing changed.

11 Q. If nothing changed, help me understand why it is
12 now you expect to receive some sort of hourly rate of
13 pay when you didn't expect that when you first
14 started --

15 A. Yes.

16 Q. -- and you've never received an hourly rate of
17 pay dancing at any club?

18 A. I don't have a question for that.

19 Q. You mean an answer?

20 A. I mean -- yes, sorry. Sorry about that. I
21 don't have an answer for that.

22 Q. Okay. Now, when you performed at the
23 Cheetah's --

24 A. Yes.

25 Q. -- you -- did you consider yourself an

1 independent contractor?

2 A. Yes, I did. Because when I received my bus- --
3 business license, that's what you are. That's what --
4 when you fill out the application, they said, What are
5 you? I'm an independent contractor. So you fill out
6 that paperwork, and that's what the title is.

7 Q. It might also say sole proprietor. Are you
8 familiar with that term?

9 A. No, not at all.

10 Q. So independent contractor is the term that
11 you're acquainted with?

12 A. Yes.

13 Q. And that was the relationship -- the type of
14 relationship you believe you entered into with the club
15 when you start working there?

16 A. Yes.

17 Q. And that was okay?

18 A. Yes.

19 Q. In fact, you've always had an independent
20 contractor relationship with every club you've performed
21 at; right?

22 MS. CALVERT: Objection; legal conclusion.

23 You can answer if you know.

24 THE WITNESS: I would like to say no; because
25 when I first started dancing, we didn't have a business

1 license.

2 BY MR. FUCHS:

3 Q. Okay. That's fair enough. Let me ask it this
4 way: At any club you've ever performed at --

5 A. Yes.

6 Q. -- did you ever receive a paycheck?

7 A. No.

8 Q. And at the clubs that you've performed at -- I
9 know there may be some variation from club to club --
10 but the way you received money for performing was
11 basically the same at each club; right? More or less?

12 A. I would like to say yes. Excuse me.

13 Q. We talked a little bit before about the various
14 clubs you've worked at.

15 A. Yes.

16 Q. You said you couldn't remember the house fees
17 that you paid at the other clubs; right?

18 A. Yes.

19 Q. Do you remember any of the tip-outs at any of
20 those other clubs --

21 A. No.

22 Q. -- and how they compared to Cheetah's?

23 A. No, I don't.

24 Q. So if I were to ask you, for instance, what your
25 tip-out was at The Rhino or The Library, you wouldn't

1 remember?

2 A. No, not at all.

3 Q. At the Cheetah's, do you remember how frequently
4 you performed in VIP whether it was per shift or per
5 week?

6 A. No, I don't.

7 Q. Do you think you worked at -- in VIP at least
8 two or three times a week?

9 A. I don't remember.

10 Q. Did you ever receive any money for what are
11 called bottle commissions?

12 A. At that time we didn't have bottle commissions.

13 Q. And just so the record's clear, explain to me
14 what a bottle commission is.

15 A. I believe it is when you have to purchase --
16 well, they give you a bottle and you have to walk around
17 and try to sell it to the gentlemen or the ladies.

18 Q. Okay. But that didn't exist when you were
19 there?

20 A. No, it didn't.

21 Q. Did you ever want to be an employee of the
22 Cheetah's?

23 A. Yes. I would like to become a -- well, at the
24 time, I wanted to become a house mom, but I was too
25 young at the time.

1 Q. I see. My question was really a little
2 different.

3 A. Okay.

4 Q. As a dancer, did you ever want to be employed --

5 A. No.

6 Q. -- by the Cheetah?

7 A. Well, can --

8 Q. Was there a particular reason for that?

9 A. I'm sorry, can you repeat the question?

10 Q. Yes. My question was: Did you ever want to be
11 employed as a dancer at the Cheetah's?

12 A. Yes.

13 Q. Why is that?

14 A. Well, at the time it was close to my house.

15 Q. Okay. But, I mean, you were still able to --
16 you still performed at the Cheetah's for five years?

17 A. Yes.

18 Q. All right. My question is a little different.

19 A. Okay.

20 Q. You've already talked about that you were an
21 independent contractor at the club --

22 A. Yes.

23 Q. -- and that arrangement worked okay for you.

24 A. Yes, it did.

25 Q. Do you know the difference between an

1 independent contractor and an employee?

2 A. No, I don't.

3 Q. Okay. Do you consider yourself -- well, maybe
4 at the time you stopped dancing -- did you consider
5 yourself a skilled dancer?

6 A. No.

7 Q. Even though you've been doing it for as long as
8 you did?

9 A. Yes.

10 Q. Did you ever represent to the club that you had
11 prior formal dance training?

12 A. No.

13 Q. Did you ever have formal prior dance training?

14 A. No, not at all.

15 Q. When you worked at the club, do you think you
16 earned at least \$500 a week?

17 A. And what club are you referring to?

18 Q. Oh, I'm talking about Cheetah's.

19 A. Okay. Can you repeat that question?

20 Q. Sure. And maybe I should have been more
21 specific.

22 A. That's fine.

23 Q. Whenever I say the word "club," I'm talking
24 about Cheetah's. That's who I represent. Okay?

25 When you did dance at the Cheetah's, do you

1 think you earned at least \$500 a week?

2 A. No.

3 Q. How much do you think you earned a week?

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

5 Q. Okay. Well, if you don't remember, how is it
6 that you know you didn't earn at least \$500 a week?

7 A. I just don't remember.

8 Q. Okay.

9 A. It's a lot of liquor.

10 Q. And that could affect your memory; right?

11 A. Yes, sir; it sure do.

12 Q. Do you know who Teri Galardi is?

13 A. No, I don't.

14 Q. So if you don't know who she is, I assume you're
15 not sure if you ever met her?

16 A. I'm not for sure if I ever met her.

17 Q. Okay. Did she hire you?

18 A. I'm not for sure.

19 Q. Okay. Ms. Steel, do you have any documents in
20 your possession -- at home, for instance -- for when you
21 performed at Cheetah's?

22 A. No, I don't.

23 Q. Were you ever given any documents by -- from the
24 Cheetah's?

25 A. Yes. As far as when you pay your house fee,

1 then you get a little -- a note saying that you paid
2 your house fee.

3 Q. Okay.

4 A. And that was pretty much it.

5 Q. And do you remember why you were given those
6 little forms?

7 A. I believe so they can keep record of if you paid
8 your house fee or not.

9 Q. And you, I guess, were not in the habit of
10 keeping those?

11 A. No. Because when they give it to you, they say,
12 Do you want it or do you want me to throw it away?

13 Q. And you elected to have them --

14 A. Throw it away --

15 Q. -- throw them away?

16 A. -- yes. I wasn't good at keeping documents at
17 that time.

18 Q. Do you have any records or documents at home or
19 elsewhere reflecting the dates that you performed at
20 Cheetah's?

21 A. No, I don't.

22 Q. Do you have any documents in your possession
23 reflecting how much money you earned from performing at
24 Cheetah's?

25 A. No, I don't.

1 Q. Do you have any records at home reflecting how
2 much you paid to Cheetah's in the form of house fees?

3 A. No, I don't.

4 Q. Do you have any documents reflecting how much
5 you paid Cheetah's in the form of tip-outs?

6 A. No, I don't.

7 Q. Do you have any recordings -- audio recordings
8 video recordings -- of anybody from Cheetah's?

9 A. No.

10 Q. Are you a social media person?

11 A. Not at all.

12 Q. Good for you. I wish I could say the same.
13 When you were dancing, particularly at the
14 Cheetah's, did you ever promote yourself, market
15 yourself?

16 A. Not at all. That's called soliciting.

17 Q. Really? You can't even tell friends to come out
18 and see you perform?

19 A. Well, I would not want to do that, because I
20 like to keep business as business --

21 Q. I see.

22 A. -- and family and friends as family and friends.

23 Q. Keep the two worlds separate?

24 A. Yes.

25 Q. So you didn't -- you didn't like to promote

1 yourself to get customers in the door to come and see
2 you?

3 A. Yes, I did not.

4 Q. Do you know whether you could have, were you so
5 inclined? Meaning, if you wanted to promote yourself as
6 a dancer -- I know you didn't -- but if you wanted to,
7 could you have?

8 A. Yes. And I say yes, because when I was working
9 there, they was making billboards with the ladies, and
10 they had asked me and I said no.

11 Q. And that was your choice?

12 A. Yes.

13 Q. And if you wanted to have gone on Facebook and
14 said, Hey, I'm performing tonight at the Cheetah's, come
15 see me, you could have done that?

16 A. Well, at the time when I was working at the
17 Cheetah's, we didn't have Face- --

18 Q. There probably wasn't a Facebook?

19 A. -- yeah, all we had was Nextel chirp phones.

20 Q. I see. Okay. So you had danced before the
21 whole Facebook thing?

22 A. Yes. And pagers too.

23 Q. I'm sorry, Ms. Steel, I'm just looking for
24 something. Give me a second.

25 A. That's fine.

1 Q. Okay. You are a U.S. citizen?

2 A. Yes, I am.

3 Q. We talked a little bit about costumes and hair
4 and -- how much would you say you spent on cosmetics,
5 makeup, things of that nature?

6 A. I don't wear makeup.

7 Q. You said that.

8 A. Yes.

9 Q. That's right, okay. So forget that.

10 Other than costumes, hair, and shoes, what other
11 types of money did you have to spend to perform your job
12 duties? Nails?

13 A. No. I don't get my nails done. I just polish
14 them.

15 Q. Okay. Did you have to -- did you pay -- did you
16 have any other expenses to which better enabled you to
17 perform your job as a dancer?

18 A. No, I didn't.

19 Q. Like, a gym membership or anything like that?

20 A. No, I didn't.

21 Q. Plastic surgery?

22 A. No, I didn't.

23 Q. Do you know of any other jobs where folks are
24 allowed to consume alcohol while they're working?

25 MS. CALVERT: Objection; calls for speculation.

1 You can answer.

2 THE WITNESS: No, I don't.

3 BY MR. FUCHS:

4 Q. Do you know of other jobs where folks can smoke
5 cigarettes while they're working?

6 A. I believe all jobs.

7 Q. Oh, really? Even while they're doing their
8 jobs --

9 A. Yes.

10 Q. -- inside?

11 A. Yes.

12 Q. How did you learn about the Cheetah's? I know
13 I'm going back a long time.

14 A. Yes, you are. I believe I drove by it coming
15 from California.

16 Q. And you just decided one day to just stop in and
17 apply?

18 A. Yes. I called first.

19 Q. Have you ever heard the name Western Property
20 Holdings?

21 A. No, I haven't.

22 Q. Any idea what that is?

23 A. No, I don't.

24 Q. Do you believe that there are any wages that the
25 club did not pay you?

1 A. Can you rephrase that question?

2 Q. Do you believe -- we've talked -- we've touched
3 on this. I know you feel like you were disrespected and
4 you were -- you think that they charged too high a house
5 fee. My question though is, do you believe you are owed
6 any unpaid wages?

7 MS. CALVERT: Objection; asked and answered.

8 Go ahead.

9 THE WITNESS: Yes.

10 BY MR. FUCHS:

11 Q. And what leads you to believe that?

12 A. I don't have the question for that -- I mean an
13 answer for that, sorry.

14 Q. You don't happen to remember your sheriff's card
15 number, do you?

16 A. No, I don't.

17 Q. I didn't think so.

18 MR. FUCHS: Let's mark this one.

19 (Exhibit 2 was marked for identification.)

20 BY MR. FUCHS:

21 Q. Ms. Steel, I'm handing you a really poor-quality
22 copy which was marked as Exhibit No. 2.

23 A. Yes.

24 Q. And that's why I gave you Exhibit 1, because
25 it's a clean copy, a clearer copy --

1 A. Okay.

2 Q. -- than what you're looking at?

3 A. Excuse me.

4 Q. Do you recognize your signature on that
5 document?

6 A. Yes, I do.

7 Q. Okay. So when we talked before about you
8 signing the document, that's the document you're
9 referring to?

10 A. Yeah. And I remember the street I used to live
11 on.

12 Q. Oh, okay. So you recognize your address?

13 A. Yes. And the sloppy writing.

14 Q. Do you remember an incident at the club
15 involving a missing cell phone, a customer's cell phone?

16 A. Yes, I do.

17 Q. Tell me about that.

18 A. Well, at the time when I was working there, I
19 was dancing with a gentleman. He pulled out his cell
20 phone, took a picture of me. I asked him, Don't do
21 that. He took another picture of me. I said, Okay, I'm
22 going to take your phone. He took another picture of
23 me, and I took his phone, walked in the dressing room,
24 tried to flush it down the toilet. And that was the end
25 of that. I believe I was sent home for that.

1 Q. So you were -- okay.

2 A. And I knew what I was doing at the time.

3 Q. Customers aren't allowed to do that, are they?

4 A. No, they're not.

5 Q. That's a no-no?

6 A. Yes, it is.

7 Q. I can't imagine the customer was too happy with
8 you?

9 A. No, he wasn't.

10 Q. Did he say anything to you?

11 A. Yes, he did.

12 Q. Tell me?

13 A. Well, he disrespected me in so many ways, as a
14 woman; and I just walked away and the bouncers came and
15 talked to him.

16 Q. Did the bouncers talk to you about it?

17 A. Yes, they did. They just asked me, you know,
18 What did you do with his phone? I said I flushed it
19 down the toilet -- well, I tried to flush it down the
20 toilet. So they went in the bathroom, dug in the
21 toilet, got his phone, took the batter out, dried it
22 out; it started working. So the guy was pleased that it
23 was still working, and they sent me home.

24 Q. Maybe a little damp, but it was still working?

25 A. Yes, it was very damp. And that was a Nextel

1 phone. I remember that vividly.

2 Q. You told me earlier you worked -- I think you
3 said every other day?

4 A. Yes.

5 Q. So what would that mean to you in the course of
6 a week? Three or four nights -- three or four nights a
7 week?

8 A. Well, if I worked on a Monday and I drank that
9 Monday, I wouldn't go in Tuesday so I could sober up
10 and, you know, get my body in the right way. I'll work
11 on Wednesday, take Thursday off; work Friday, take
12 Saturday off and Sunday. Never worked on Sundays.

13 Q. Okay. So it sounds to me like, on average, you
14 would work three nights a week?

15 A. Yes.

16 Q. And that was pretty standard for you?

17 A. Yes, it was.

18 Q. Because you don't work on Sundays; right?

19 A. No.

20 Q. I assume that you're not receiving invoices or
21 bills from your attorneys for representing you in this
22 case?

23 A. Can you repeat that?

24 Q. Sure. You're not getting a bill from your
25 lawyers for representing you in this case?

1 MS. CALVERT: I'll object; attorney-client
2 privilege, but I also don't mind if she answers.

3 BY MR. FUCHS:

4 Q. I'm not asking for any substance. I'm just
5 asking you if you're getting an invoice for services.

6 MS. CALVERT: It would be in the terms of our
7 retainer.

8 THE WITNESS: So yes.

9 BY MR. FUCHS:

10 Q. Yes, what? Yes, you're not getting an invoice
11 or a bill from your lawyers?

12 A. Yes, I am.

13 Q. You're receiving regular statements?

14 A. As far as paperwork? I don't understand the
15 question.

16 Q. I'm talking about a bill for legal services?

17 A. Oh, no. Sorry about that.

18 Q. During the time that you worked for Cheetah's --

19 A. Yes.

20 Q. -- did you ever -- do you recall applying for
21 any sort of loan?

22 A. No.

23 Q. So you didn't buy a car, buy a home, any
24 big-ticket item?

25 A. When I was working at Cheetah's, no, I didn't

1 purchase a car then.

2 Q. So you didn't have to apply for financing for
3 any reason?

4 A. No.

5 Q. While you were working at Cheetah's, did you
6 ever apply for any sort of social or welfare benefits?

7 A. No, not at the time.

8 Q. When you worked at Cheetah's, were you in the
9 habit of -- what did you do with the cash that you left
10 with on any given night? Did you keep it on your
11 person? Did you deposit into a bank account?

12 A. No. I just kept cash money on me. I never had
13 no bank account or anything at that time.

14 Q. Do you remember cooperating with your attorney
15 to respond to certain questions I had sent you in
16 writing?

17 A. Can you repeat that?

18 Q. I'm trying to ask this in a way that you'll
19 understand it. In this case, I sent your attorneys some
20 written questions that I needed you to answer. Are you
21 aware of that?

22 A. Yes.

23 Q. They're called interrogatories.

24 A. Okay.

25 Q. I wouldn't expect you to know that term,

1 necessarily.

2 Do you remember participating and working with
3 your attorneys to answer those questions?

4 A. Yes, I do.

5 Q. Okay. And were the answers that you gave them
6 truthful and correct?

7 A. Yes, they were.

8 Q. I know you grew up in -- well, I'm sorry -- you
9 were born in Inglewood?

10 A. Yes, I was.

11 Q. And when did you move out of the Greater
12 Los Angeles area?

13 A. Well, I believe in 1983. My father moved me out
14 here because he was stationed at Nellis Air Force Base.
15 My mother wasn't correct in her mind to take care of me
16 and my brothers, so he moved us here for probably till I
17 was five years old, and then we moved back to Inglewood,
18 California.

19 Q. I'm sorry, I lost you a little bit. You moved
20 back there --

21 A. Yes.

22 Q. -- when you were five?

23 A. Yes.

24 Q. Okay. And you remained until you were how old?

25 A. 16. And then I moved back out here when I was

1 16.

2 Q. Okay. And you said you're 35 now?

3 A. Yes, I am. I just turned 35, December 11th.

4 Q. So you've been here almost 20 years?

5 A. Yes. Probably more.

6 Q. Have you ever been involved in any lawsuit or
7 litigation in Los Angeles County?

8 A. No.

9 Q. I think we've established that you worked about
10 three shifts a week on average at the Cheetah's?

11 A. Well, I don't consider them shifts. At the
12 time, we didn't have shifts. We just --

13 Q. Three times per week?

14 A. Yes.

15 Q. And I think you also testified you worked
16 about -- I think you guessed maybe eight a shift --
17 eight hours per visit?

18 A. Yes.

19 Q. So is it fair to say that using those numbers
20 you may have worked on average about 24 hours per week,
21 three times eight?

22 A. Yes.

23 Q. And you don't recall how many times you
24 performed in VIP, on average?

25 A. No, I don't recall at all.

1 Q. Do you think you worked in VIP at least once per
2 visit to the club?

3 A. No, not one per visit.

4 Q. Do you remember on average, if there is such a
5 thing, how many table-side dances you did per visit?

6 A. No, I don't remember that.

7 MR. FUCHS: Okay. I think I'm almost done, so
8 why don't we take a break.

9 THE VIDEOGRAPHER: The time is approximately
10 12:29 p.m. We are going off the record.

11 (Recess taken.)

12 THE VIDEOGRAPHER: The time is approximately
13 12:42 p.m. We are back on the record.

14 BY MR. FUCHS:

15 Q. So, Ms. Steel, just a few more questions --

16 A. Yes.

17 Q. -- and some of them may seem like they're out of
18 left field.

19 Have you ever heard of a business called Black
20 Wire?

21 A. No, I haven't.

22 Q. Do you know someone by the name of John Steel?

23 A. No, I don't.

24 Q. Is it possible you just have a common name?

25 A. Yes, I do; especially when it comes to Steel.

1 Q. Right. So that's why the questions may sound
2 like they're coming out of left field.

3 A. That's fine.

4 MR. FUCHS: I apologize. I'm looking for
5 something and I can't put my hands on it at this moment.

6 (Exhibit 3 was marked for identification.)

7 BY MR. FUCHS:

8 Q. Ms. Steel, I'm showing you a document that's
9 been marked as Exhibit No. 3.

10 A. Yes.

11 Q. Do you recognize that document?

12 A. No, I don't.

13 Q. Any idea what it is?

14 A. Business license document.

15 Q. I would agree with that.

16 A. Yes.

17 Q. And that's what you applied for yourself and
18 paid the fee, the -- I think the \$200 fee that you said?

19 A. Yes. But they have my name spelled wrong, as
20 always.

21 Q. Really? How is your -- how is your name --

22 A. It's Shanon, not Shannon.

23 Q. Well, maybe that's why I wasn't -- unclear how
24 to pronounce it. How do you spell your first name?

25 A. S-h-a-n-o-n.

1 Q. Ahhh, so they've got two Ns in there?

2 A. Yes, they do.

3 Q. Oh, that's wrong. Okay.

4 But as far as you know, is that a record -- even
5 though they've misspelled your name, is that a record of
6 your, I guess, last business license?

7 A. Yes.

8 Q. And you see on there where it says sole
9 proprietor?

10 A. Yes. I don't know what that means.

11 Q. I'm sorry, you said you don't know what that
12 means?

13 A. Yeah, I don't know what that means.

14 Q. Okay.

15 MR. FUCHS: I think that's all I have.

16 MS. CALVERT: I think I just have one or two.

17 EXAMINATION

18 BY MS. CALVERT:

19 Q. Now, was it the floor men in particular that you
20 felt were disrespectful to you?

21 A. Yes.

22 Q. Did you tip them out despite the fact you felt
23 they were disrespectful to you?

24 A. No. The reason why I tipped them out, so I can
25 keep my place inside the strip club.

1 Q. And how did that work? Why did you -- or why do
2 you feel that way?

3 A. Well, if you didn't tip more, then you will get
4 pretty much looked down on. If you tipped a lot, then
5 they know that you're a good tipper and they'll continue
6 with the good customers, pretty much.

7 Q. What do you mean by "they would continue with
8 the good customers"?

9 A. Well, if a gentleman comes inside of a strip
10 club and he wants a particular girl that's nice and his
11 type, then the floor man will say, Well, I know a nice
12 young lady. I'll introduce you to her.

13 Q. And your DUI, did you receive that while you
14 were working at Cheetah's?

15 A. Yes.

16 Q. Was it upon leaving Cheetah's?

17 A. Yes, it was.

18 MS. CALVERT: I think that's all I have. Okay,
19 I think that's all I have. Thank you.

20 THE WITNESS: Yes.

21 MR. FUCHS: I have just a few follow-ups.
22 That's what happened when she asked.

23 THE WITNESS: That's okay.

24 MR. FUCHS: Just two more.

25 ///

FURTHER EXAMINATION

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BY MR. FUCHS:

Q. I want to -- and this is directly related to the questions that -- one of the questions that Ms. Calvert just asked you.

A. Okay.

Q. So if I understood what you just said, you continued to tip floor men at your discretion because of some benefit that you thought it gave you to continue working at the club?

A. Yes.

Q. And the example that you gave was, Well, floor men could direct customers your way?

A. Yes.

Q. So you felt you had to kind of stay in their good graces?

A. Yes, at all times.

Q. And even though tipping a floor man was discretionary, you made a business decision for yourself that it was in your own financial best interest to tip floor men?

A. Yes. And keep my job.

Q. And this was even so -- excuse me -- this was despite the fact that you felt that they disrespected you?

1 A. Yes, because I couldn't say anything about that.
2 As far as getting disrespected, you have to just be
3 quiet and put up with it.

4 Q. Well, why couldn't you have complained to the
5 general manager?

6 A. Well, if I'm complaining to the general manager,
7 then I'll get fired. And then I'll try to go to another
8 club, and he knows the manager that used to -- I mean,
9 that works at Cheetah's, and they'll be, like, Okay.
10 What's your name? And, Oh, I heard about you. No, you
11 can't work here.

12 Q. Okay. How do you know you would have been fired
13 for going to the manager to complain about being
14 disrespected by one or more floor men?

15 A. I seen it, and I had it done to me.

16 Q. Okay. What do you mean you had it done to you?

17 A. Well, if I go to him with a problem, he be,
18 like, Well, there's nothing I can do about it. Just
19 stay away from him.

20 Q. Are you talking about an experience that you had
21 at the Cheetah --

22 A. Yes.

23 Q. -- or some other club?

24 A. Yes, at Cheetah's.

25 Q. Do you remember the circumstances?

1 A. Well, it happened like this: I was talking to a
2 gentleman on the other side of the bar --

3 Q. A customer?

4 A. Yes, a customer. He said, Well, you're a nice
5 young lady, but I don't talk to Nigger girls. So I
6 walked away, told the manager. The manager said, Just
7 stay away from that bar; just go on the floor. So I
8 couldn't go to the bar anymore. You had to stay on the
9 floor.

10 Q. Do you remember who the manager was?

11 A. No, I don't, not at the time. There's a lot of
12 liquor involved.

13 Q. Do you remember how long ago we're talking
14 about?

15 A. No, I don't. I don't remember.

16 Q. So is it fair to say the cus- -- the man- -- the
17 advice that the manager gave you was just to avoid that
18 customer?

19 A. Yes. And don't talk back.

20 Q. Okay. And so from that experience, you drew a
21 conclusion that because the floor managers or floor men
22 were disrespectful to you, that you could not go to the
23 general manager to share with them anything they had
24 said to you?

25 A. Yes.

1 Q. Did you ever go to a house mom to complain about
2 anything that a floor man had said to you?

3 A. No, I didn't, because I knew that wouldn't make
4 no sense.

5 Q. Why would not -- why would it have not made any
6 sense to go to a house mom --

7 A. Because --

8 Q. -- to share -- to share with her what had --

9 A. There's nothing she could do about it. And she
10 wouldn't even listen to that. She would just be, like,
11 just do what he said so you can keep your -- your spot
12 here.

13 Q. Ms. S [REDACTED], do you have a middle name?

14 A. Yes, I do. It's Monique.

15 MR. FUCHS: That's all I have. Thank you for
16 your time.

17 THE WITNESS: Yes. Thank you.

18 MR. FUCHS: We're done.

19 THE WITNESS: This concludes the videotaped
20 deposition of [REDACTED] The original media of
21 today's testimony will remain in the custody of
22 Las Vegas Legal Video.

23 The time is approximately 12:52 p.m. We are
24 going off the record.

25 (Discussion held off the record.)

1 MS. CALVERT: We'll go ahead, and if you want to
2 send it over, we'll have her review and sign.

3 (The videotaped deposition concluded at
4 12:52 p.m.)

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1 CERTIFICATE OF DEPONENT

2 PAGE LINE CHANGE REASON

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19 * * * * *

20 I, [REDACTED] deponent herein, do hereby
21 certify and declare that the within and foregoing
22 transcription to be my videotaped deposition in said
23 action; that I have read, corrected and do hereby affix
24 my signature to said videotaped deposition, under
25 penalty of perjury.

23

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25

[REDACTED] Deponent Date

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I, Jean M. Dahlberg, a duly commissioned and licensed Court Reporter, Clark County, State of Nevada, do hereby certify: That I reported the taking of the videotaped deposition of the deponent, S█████ M█████ S█████, commencing on Friday, March 17, 2017, at 9:59 a.m.

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

Jeann M. Dahlberg



DANCER PERFORMANCE LEASE

CHEETAH'S LAS VEGAS

"OWNER"

Name: LA FUENTE, INC. d/b/a CHEETAH'S

"PREMISES"

Address: 2112 Western Avenue, Las Vegas, Nevada 89102

"PERFORMER"

Name: _____

Address: _____

City, State, _____

Zip Code: _____

Telephone: _____

Stage Name: _____

Social Security Number: _____

This Dancer Performance LEASE (referred to as "LEASE" is made and entered into this _____ day of _____, 20____, by and between OWNER and PERFORMER.

WHEREAS, OWNER operates a retail business establishment at the PREMISES where live nude and/or semi-nude dance entertainment is presented to adult members of the general public; and

WHEREAS, OWNER desires to LEASE to PERFORMER, on a non-exclusive basis, the right to use certain private and/or public areas of the PREMISES for purposes of presenting live nude and semi-nude entertainment to the adult general public pursuant to and in accordance with the terms of this LEASE; and

WHEREAS, PERFORMER desires to LEASE the PREMISES for purposes of performing live nude and/or semi-nude entertainment pursuant to and in accordance with this LEASE.

NOW, THEREFORE, OWNER AND PERFORMER, in consideration of the terms and conditions stated here, agree as follows:

1. **Leasing of PREMISES:** OWNER LEASES to PERFORMER and PERFORMER LEASES from OWNER the non-exclusive right during normal business hours to use the stage area and certain other portions of the PREMISES designated by OWNER for the performing of live nude and/or semi-nude entertainment and the preparation for entertaining, for the periods, at the rent, and upon the terms and conditions contained in this LEASE.
2. **Term of Agreement:** This LEASE is on a day to day basis, renewable upon mutual consent of both parties. Either party may terminate this agreement by providing oral notice to the other party at any time.
3. **Scheduling of LEASE Dates:** PERFORMER shall exclusively choose and schedule the particular days on which she desires to LEASE the PREMISES; all such days for each week are to be selected at least one week in advance. Each day so scheduled shall consist of a minimum of 6 consecutive hours (one "set") during which PERFORMER shall provide entertainment consistent with this LEASE. PERFORMER acknowledges that there are other PERFORMERS leasing the PREMISES, and agrees to establish her sets consistent with and in cooperation thereof to:
 - i. produce the maximum gross sales possible from dance performances during the term of this LEASE for the benefit of both OWNER and PERFORMER; and
 - ii. assure regular maximum operation of entertainment at PREMISES for the benefit of both OWNER and PERFORMER.

4. OWNER shall make the PREMISES available to PERFORMER and PERFORMER hereby LEASES the PREMISES for a minimum of one set per week, unless otherwise specifically agreed to by the parties. Once scheduled, neither PERFORMER nor OWNER shall have the right to cancel or change any scheduled sets except upon material breach as defined in Paragraph 11 or as mutually agreed by PERFORMER and OWNER. PERFORMER may be permitted to LEASE space during unscheduled sets, subject to space availability and subject to the rental conditions provided in this LEASE.

If PERFORMER misses an entire scheduled set, PERFORMER shall pay to OWNER as liquidated damages \$0.00 for each day set missed and \$0.00 for each night set missed. Owner may waive such liquidated damages in its sole discretion. Such liquidated damages are to be paid by PERFORMER to OWNER no later than by the end of the next set. All liquidated damages as established in this LEASE are in view of the fact that it would be impracticable or extremely difficult to fix or determine the actual damages incurred as a result of breaches of the terms of this LEASE. If PERFORMER fails to timely commence a scheduled set, PERFORMER shall pay to OWNER as liquidated damages \$0.00 for each mystery dance performed during her absence. Such liquidated damages are to be paid by PERFORMER to OWNER no later than by the end of that set.

5. **Rent (cross off one)**
Flat Set Rent. PERFORMER agrees to pay rent to OWNER in an amount equal to \$_____ for each morning day set, \$_____ for each afternoon set and \$_____ for each night set (referred to as "set rent"). All set rent shall be paid to OWNER immediately upon completion of any set. Discounted rent fees would apply if PERFORMER can perform for 6 hours or more.
6. **Use of PREMISES:** PERFORMER agrees to:
 - A. Perform nude and/or semi-nude entertainment at the PREMISES for the general public during all hours of each set for which she has LEASED the PREMISES; PERFORMER hereby specifically acknowledging that PERFORMER'S agreement to perform such entertainment during all said periods of time is a material obligation under this LEASE. In consultation with PERFORMERS who LEASE space on the PREMISES, OWNER shall establish a fixed fee for the price of table, taxi and couch dances performed on the PREMISES (referred to as "DANCE PERFORMANCE FEES"), and PERFORMER agrees not to charge a customer more than the fixed price for any such dance performance, although nothing contained in this LEASE shall limit PERFORMER from seeking and/or obtaining "tips" and/or gratuities over and above the established price for such dances. THE PARTIES ACKNOWLEDGE AND AGREE, HOWEVER, THAT DANCE PERFORMANCE FEES ARE NEITHER TIPS NOR GRATUITIES, BUT ARE, RATHER, CHARGES TO THE CUSTOMER AS COMPENSATION FOR THE SERVICE OF OBTAINING A DANCE PERFORMANCE. PERFORMER recognizes that her obligations as set forth in this Paragraph are material considerations to OWNER in order to:
 - A. Use her best efforts in connection with the performance of her entertainment at the PREMISES;
 - B. Use the PREMISES in a professional, courteous and responsible manner in consideration of and for the convenience of the customers and other PERFORMERS on the PREMISES;
 - C. Apply for, keep and maintain, in full force and effect, any and all licenses and/or permits necessary or required by any governmental agency.

EXHIBIT NO: _____

WITNESS: _____

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J. DAHLBERG, RPR, CCR 759, CSR 11715

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- D. Comply with and otherwise not violate and all rules, regulations, statutes, ordinances or other laws imposed by any federal, state or local governmental agency. **PERFORMER** acknowledges and agrees, and it is the understanding of both parties to this **LEASE**, that any activity, conduct or performance of **PERFORMER** which is in violation of any federal, state or local law or ordinance is beyond the scope of her authority pursuant to this **LEASE** and that such activity, conduct and/or performance is in violation of the terms of this **LEASE**;
- E. Maintain accurate daily records of all income earned from and at the **PREMISES** during this **LEASE**, in accordance with all federal, state and local taxation laws; and
- F. Become knowledgeable with all federal, state and local laws and regulations that impact upon or apply to **PERFORMER'S** conduct while on the **PREMISES**.

Compliance with Rules and Regulations. **OWNER** shall have the right to impose such rules and regulations upon the use of the **PREMISES** by **PERFORMER** as **OWNER**, in its sole and absolute discretion, deems necessary and appropriate in order to ensure that: a) no waste or damage to the **PREMISES** is sustained; b) the property is used in a safe fashion for the benefit of all entertainers, patrons and others; and c) no violations of the applicable governmental regulations, statutes, ordinances or other laws occur. **PERFORMER** agrees to be bound by and to otherwise adhere to each and every such rule and regulation imposed by **OWNER** in connection with her use of the **PREMISES**. **PERFORMER** agrees to be responsible for any damages she causes to the **PREMISES**, and/or to any of **OWNER'S** personal property, furniture, fixtures, inventory or equipment, and shall reimburse **OWNER** as additional rent the actual expenses incurred to repair such damages or to replace such damaged property (real or personal), furniture, fixtures, inventory, and/or equipment.

7. Business Relationship of Parties.

- A. The parties acknowledge that the business relationship created between **OWNER** and **PERFORMER** is that of landlord and tenant for the joint and non-exclusive leasing of the **PREMISES**, and that this relationship is a material consideration of this **LEASE**. **THE PARTIES SPECIFICALLY DISAVOW ANY EMPLOYMENT RELATIONSHIP**, and agree that this **LEASE** shall not be interpreted as creating an employer/employee relationship.
- B. **PERFORMER** specifically acknowledges that were the relationship between **OWNER** and **PERFORMER** to be that of employer/employee, **OWNER** would be entitled to collect and retain all **DANCE PERFORMANCE FEES** collected by **PERFORMER** from customers – **PERFORMER** specifically acknowledging here that in the circumstance of an employer/employee relationship, these fees would be the sole and exclusive property of the **OWNER** – and that **PERFORMER** would be paid on an hourly basis for work performed on the **PREMISES** at a rate equal to the applicable minimum wage law, equal to the amount of taxes, interest and penalties **OWNER** is required to pay.

- 8. **Taxes.** **PERFORMER** shall exclusively be responsible for, and pay all federal, state and local taxes and contributions imposed or required at any time by unemployment, workman's compensation, social security and income tax laws, and any other applicable laws, rules or regulations imposed upon or asserted in connection with any income earned by **PERFORMER** at the **PREMISES**. Should **PERFORMER** fail to pay any applicable income taxes and **OWNER** later be held accountable by any court, tribunal or governmental agency for the payment of such taxes on income generated by **PERFORMER** at the **PREMISES**, **PERFORMER** shall pay to **OWNER** as damages for the breach of this obligation portion of **NET DANCE PERFORMANCE FEES** earned by **PERFORMER** businesses or locations other than at **OWNER'S** **PREMISES**.

PERFORMER understands that if the relationship of the parties was of employer/employee (which it is not), that any wages **PERFORMER** would receive would be reduced by the maximum "tip credit" as allowed by law. Regarding this "tip credit", under federal law pursuant to 29 United States Code Section 203(m), an employer subject to that law is allowed to reduce minimum wage payments by up to 50% based upon the tips received by the employee. Any applicable state wage laws may contain similar "tip credit" provisions. Under such an employment arrangement, **PERFORMER** would further be entitled to retain any and all "tips" and/or gratuities, but not **DANCE PERFORMANCE FEES**, that she may collect while performing on the **PREMISES**. The parties specifically acknowledge that **PERFORMER'S** right to obtain and retain **DANCE PERFORMANCE FEES** pursuant to this **LEASE** is specifically contingent and conditioned upon the acknowledged business relationship of the parties as being that of landlord and tenant as is set forth in subparagraph 7A. The parties additionally acknowledge that were the relationship between them to be that of employer and employee, **PERFORMER'S** employment would be "at will" (you could be fired without cause and without prior notice or warning), and that **OWNER** would be entitled to control **PERFORMER'S** work schedule and the hours of work; physical presentation (make-up, hairstyle, etc.); costumes and other wearing apparel; music; work habits; the selection of her customers; the nature, content, character, manner and means of her performances; and her ability to perform at or for other locations or businesses. **PERFORMER** desires to control all these matters herself and without the control by **OWNER**, and **OWNER** and **PERFORMER** agree by the terms of this **LEASE** that all such matters are exclusively reserved to the decisions of the **PERFORMER**. **PERFORMER SPECIFICALLY REPRESENTS THAT SHE DOES NOT DESIRE TO PERFORM AS AN EMPLOYEE OF OWNER SUBJECT TO TERMS AND CONDITIONS OUTLINED IN THIS SUBPARAGRAPH, BUT RATHER DESIRES TO PERFORM CONSISTENT WITH THE OTHER PROVISIONS OF THIS LEASE AS A TENANT.**

PERFORMER and **OWNER** specifically agree that if any governing Federal or State agency, or any court or tribunal which acquires jurisdiction over **OWNER**, determines that the relationship between the parties is other than that of landlord/tenant and that **PERFORMER** is entitled to payment of monies from **OWNER**, all of the following shall apply: 1) in order to assure that **OWNER** is not unjustly harmed and that **PERFORMER** is not unjustly enriched by the parties operating pursuant to the terms of this **LEASE**, **OWNER** and **PERFORMER** agreed that **PERFORMER** shall disgorge herself of, and pay to and reimburse **OWNER**, all **NET DANCE PERFORMANCE FEES** (which are defined as **DANCE PERFORMANCE FEES** remaining after the payment of set rent and any additional rent) earned by the **PERFORMER** at any time while performing on the **PREMISES**, all of which would otherwise have been received and kept by **OWNER** had they not been retained by **PERFORMER** under the terms of this **LEASE**; 2) any payment deemed owing by **OWNER** to **PERFORMER** shall be determined based upon the pay arrangement set forth in subparagraph 7B; and 3) the relationship of the parties shall then immediately convert to an arrangement of employer and employee upon the terms set forth in subparagraph 7B.

- 9. **Costumes.** **PERFORMER** shall supply all her own costumes and wearing apparel of any kind or nature, subject to compliance with any applicable laws and/or governmental regulations, and **OWNER** shall neither be responsible for such decisions, nor control in any way whatsoever the choice of costumes and/or wearing apparel made by **PERFORMER**.

- 10. **Nature of Performance.** **OWNER** shall have no right to direct and/or control the nature, content, character, manner or means of **PERFORMER'S** performances. **PERFORMER** acknowledges and agrees, however, to perform live nude and/or semi-nude entertainment consistent with the type of entertainment regularly performed at the **PREMISES**.

11. Material Breach. Any of the following conduct by **PERFORMER** shall constitute a material breach of this **LEASE**:

- A. Failing to maintain and keep in full force and effect any and all licenses and/or permits necessary and/or required by any federal, state or local law, regulation or governmental agency.
- B. Violating any federal, state or local laws or regulations while on **PREMISES**.
- C. Failing to timely comply with **LEASE** set obligations on more than two (2) occasions in any one calendar month;
- D. Failing to pay any set rent and/or additional rent when due;
- E. Engaging in disruptive behavior while on the **PREMISES**;
- F. Failing to timely pay any assessed liquidated damages;
- G. Claiming the business relationship with **OWNER** as being other than that of a landlord and a tenant, in contravention to Paragraph 7 of this **LEASE**;
- H. Violating any public health or safety laws, rules, regulations, or concerns.

12. Termination of Lease. Either party hereto may terminate this **LEASE**, without cause, upon thirty (30) days notice to the other party. Upon material breach, the non-breaching party may terminate this **LEASE** upon twenty-four (24) hours notice to the other party, or as provided by law. Such termination shall be effective immediately. Nothing in this paragraph, however, shall allow **PERFORMER** to perform on the **PREMISES** without a valid license to continue to engage in conduct in violation of any laws or regulations, or public health or safety rules or concerns. In lieu of terminating this **LEASE** upon the material breach as set forth in subparagraph 11E by the **PERFORMER**, **OWNER** may, at its option, assess as liquidated damages for that material breach, an amount not to exceed the liquidated damage amount as set forth in paragraph 3 for a missed set. In lieu or an/or in addition to terminating this **LEASE**, upon the material breach as set forth in subparagraph 11G by the **PERFORMER**, **OWNER** may, at its option and in addition to any other remedies that may be available to **OWNER** at law, in equity, or as are contained in this **LEASE**, do either or both of the following: A) assess liquidated damages against **PERFORMER** equal to all **NET DANCE PERFORMANCE FEES** earned by **PERFORMER** pursuant to this **LEASE** and/or B) alter the relationship between the parties to that of an employment arrangement consistent with the provisions of paragraph 7B.

13. Assignment/Non-Exclusivity. This **LEASE** is acknowledged to be personal in nature. **PERFORMER** shall have no right to **SUBLEASE** her rights to the use of the **PREMISES** or to assign this **LEASE** or any rights or obligations contained in this **LEASE** without the express consent of **OWNER**; provided, however, if **PERFORMER** is unable to fulfill her contractual obligations during any scheduled set, **PERFORMER** shall have the right to substitute the services of any licensed (if applicable) **PERFORMER** who is then a party to a Dancer Performance **LEASE** with the **OWNER**. Any such substitution shall not, however, relieve **PERFORMER** of the rent and liquidated damage obligations as contained in this **LEASE**, should any substitute fail to pay any rent, additional rent, and/or liquidated damages that are due to **OWNER** as a result of the substitute's **LEASE** obligations. **PERFORMER'S** obligations under this **LEASE** are non-exclusive.

14. Severability. In the event that any term, paragraph, subparagraph, or portion thereof of this **LEASE** is declared to be illegal or unenforceable, this **LEASE** shall, to the extent possible, be interpreted as if said provision, or portion thereof, was not a part of this **LEASE**; it being the intent of the parties that any such portion of this **LEASE**, to the extent possible, be severable from this **LEASE** as a whole. This paragraph shall not apply, however, to the circumstance of a judicial or administrative determination of the business relationship between **PERFORMER** and **OWNER** as being other than that of landlord and tenant, which shall be controlled by the provisions of subparagraph 7C above.

15. OWNER'S Additional Obligations. **OWNER** shall, in addition to leasing of the **PREMISES** as set forth in paragraph 1:

- I. Provide to **PERFORMER**, at **OWNER'S** expense, music used on the **PREMISES**, lighting and dressing room facilities.
- J. Pay any and all copyright fees due relative to the music used on the **PREMISES**; and
- K. Advertise the business in a commercially reasonable manner for the benefit of both **PERFORMER** and **OWNER**. Nothing contained in this subparagraph or in this **LEASE** shall prohibit **PERFORMER** from advertising her services in any manner or fashion as she so desires (including but not limited to buying TV advertising, placing advertisements in trade publications, etc.)

16. Nature of Business. **PERFORMER** acknowledges that she understands that the nature of the business being operated at the **PREMISES** is that of an adult entertainment establishment, and that she will be subjected to nudity (primarily female), and explicit language from time to time, and that she may be subjected to depictions or portrayals of explicit sexual conduct and the like. **PERFORMER** acknowledges and affirmatively represents that she is not and will not be offended by, and that she assumes any and all risks involved or associated with being subject to, such conduct, depictions, portrayals, or language.

17. Miscellaneous. This **LEASE** shall be interpreted pursuant to the laws where the **PREMISES** are located.

In the event that **OWNER** commences legal action to enforce any of the provisions herein, or defends against any claims in any court or administrative proceeding which have been initiated or made by **PERFORMER** either pursuant to this **LEASE** or regarding the business relationship between the parties as set forth in paragraph 7 above, if **OWNER** is the prevailing party, **OWNER** shall be entitled to reimbursement from **PERFORMER** for any and all costs and expenses incurred in connection with such proceeding, including actual reasonable attorney fees.

PERFORMER SPECIFICALLY ACKNOWLEDGES THAT SHE HAS BEEN ADVISED THAT IT IS THE POLICY OF OWNER NOT TO ENTER INTO A LEASE WITH A PERFORMER WHO IS UNDER THE AGE OF EIGHTEEN (18), AND THAT THIS LEASE IS NULL AND VOID IF PERFORMER IS NOT OF SUCH AGE. PERFORMER HEREBY REPRESENTS AND WARRANTS THAT SHE IS EIGHTEEN (18) YEARS OF AGE OR OLDER, THAT SHE HAS PROVIDED OR WILL, UPON REQUEST, PROVIDE IDENTIFICATION ATTESTING TO HER AGE, AND THAT SUCH IDENTIFICATION IS AUTHENTIC.

"OWNER" La Fuente, Inc. d/b/a Cheetah's

By: _____

Title: _____

Date: _____

"PERFORMER"

(signature)

(printed name)

DANCE PERFORMANCE LEASE
CLARK COUNTY, LAS VEGAS

OWNER:
LA FUENTE INC. d/b/a CHEETAH'S

PREMISES:
1111 West Sahara Avenue Las Vegas Nevada 89102

PERFORMER:

2872 N. Nellis Blvd

Las Vegas NV 89115

(702) 685-9540

Age: 26

SSN: 556-65-1803

This Dance Performance LEASE (referred to as "LEASE") is made this _____ day of _____, 20____, between OWNER and PERFORMER.

WHEREAS OWNER operates a retail business establishment at the PREMISES where live nude and/or semi-nude entertainment is presented to adult members of the general public; and

WHEREAS OWNER desires to LEASE to PERFORMER, and PERFORMER desires the right to use certain private and/or public areas of the PREMISES for purposes of presenting live nude and semi-nude entertainment to the general public pursuant to and in accordance with the terms of this LEASE;

WHEREAS PERFORMER desires to LEASE the PREMISES for purposes of presenting live nude and/or semi-nude entertainment pursuant to and in accordance with this LEASE;

THEREFORE, OWNER AND PERFORMER, in consideration of the covenants and conditions stated here, agree as follows:

Leasing of PREMISES: OWNER LEASES to PERFORMER and PERFORMER LEASES from OWNER the premises located at _____ during normal business hours to use the stage and other portions of the PREMISES designated by OWNER for the performing of live nude and/or semi-nude entertainment and the preparation for entertaining for the periods at the end and beginning of the terms and conditions contained in this LEASE.

Term of Agreement: This LEASE is on a day to day basis, renewable upon mutual consent of both parties. Either party may terminate this agreement by providing written notice to the other party at any time.

Scheduling of LEASE Dates: PERFORMER shall select and choose and schedule the particular days on which she desires to LEASE the PREMISES, all such days to each week to be selected at least one week in advance. Each day scheduled for LEASE shall consist of a minimum of 5 consecutive hours of set during which PERFORMER shall provide entertainment consistent with this LEASE. PERFORMER acknowledges that these are the terms and conditions of leasing the PREMISES, and agrees to establish policies consistent with and in cooperation therewith.

PERFORMER shall produce the maximum gross sales possible during her performances during the term of this LEASE for the benefit of both OWNER and PERFORMER and

PERFORMER shall assure regular maximum operation of the PREMISES for the benefit of both OWNER and PERFORMER.

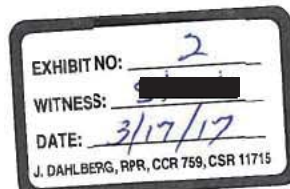
OWNER shall make the PREMISES available to PERFORMER and PERFORMER hereby LEASES the PREMISES for a minimum of one set per week unless otherwise specifically agreed to by the parties. Once scheduled neither PERFORMER nor OWNER shall have the right to cancel or change any scheduled sets except upon written notice as defined in Paragraph 11. It is mutually agreed by PERFORMER and OWNER PERFORMER may be permitted to LEASE space during unscheduled sets subject to space availability and subject to the rental charges set forth in this LEASE.

If PERFORMER misses an entire scheduled set, PERFORMER shall pay to OWNER as liquidated damages \$5.00 for each day set missed and \$0.00 for each night set missed. Owner may waive such liquidated damages in its sole discretion. Such liquidated damages are to be paid by PERFORMER to OWNER no later than by the end of the next set. All liquidated damages as established in this LEASE are in view of the fact that it would be impracticable or extremely difficult to fix or determine the actual damages incurred as a result of breaches of the terms of this LEASE. If PERFORMER fails to timely commence a scheduled set, PERFORMER shall pay to OWNER as liquidated damages \$0.00 for each mystery dance performed during her absence. Such liquidated damages are to be paid by PERFORMER to OWNER no later than by the end of that set.

Set Rent: PERFORMER agrees to pay rent to OWNER an amount equal to \$_____ for each morning day set, \$_____ for each afternoon set and \$_____ for each night set (referred to as "set rent"). All set rent shall be paid to OWNER immediately upon completion of any set. Discounted rent fees would apply if PERFORMER can perform for 6 hours or more.

Use of PREMISES: PERFORMER agrees to Perform nude and/or semi-nude entertainment at the PREMISES for the general public during all hours of each set for which she has LEASED the PREMISES. PERFORMER hereby specifically acknowledging that PERFORMER'S agreement to perform such entertainment during such periods of time is a material obligation under this LEASE. In consultation with PERFORMERS who LEASE space at the PREMISES, OWNER shall establish a fixed fee to be paid for table, taxi and couch dances performed on the PREMISES (referred to as "DANCE PERFORMANCE FEES"), and PERFORMER agrees not to charge a customer more than the fixed price for any such dance performance. Although nothing contained in this LEASE shall limit PERFORMER from seeking and/or obtaining "tips" and/or gratuities over and above the established price for such dances, THE PARTIES ACKNOWLEDGE AND AGREE, HOWEVER, THAT DANCE PERFORMANCE FEES ARE NEITHER TIPS NOR GRATUITIES, BUT ARE, RATHER, CHARGES TO THE CUSTOMER AS COMPENSATION FOR THE SERVICE OF OBTAINING A DANCE PERFORMANCE. PERFORMER recognizes that her obligations as set forth in this Paragraph are material considerations to OWNER in order to

1. Use her best efforts in connection with the performance of her entertainment at the PREMISES.
2. Use the PREMISES in a professional, courteous and responsible manner in consideration of the safety and convenience of the customers and other PERFORMERS on the PREMISES.
3. Apply for, keep and maintain in full force and effect any and all licenses and/or permits as may be required by any governmental agency.



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- D. Comply with and abide by all laws, rules, and regulations, statutes, ordinances, and local laws, by any federal, state or local governmental agency. PERFORMER acknowledges and agrees that any understanding or both parties to this LEASE that any activity, conduct or performance of PERFORMER which is in violation of any federal, state or local law, ordinance is beyond the scope of her authority as tenant to this LEASE and that such activity, conduct, and/or performance is in violation of the terms of this LEASE.
- E. Maintain accurate and correct records of all income received and at the PREMISES during this LEASE, and comply with all federal, state or local tax laws.
- F. Become knowledgeable of and adhere to all laws, rules and regulations that may apply to PERFORMER'S conduct while on the PREMISES.

Conformance with Rules and Regulations. OWNER shall have the right to impose such rules and regulations upon the use of the PREMISES by PERFORMER as OWNER, in its sole and absolute discretion, deems necessary and appropriate in order to ensure that the premises, damage to the PREMISES is sustained by the property is used in a safe fashion for the benefit of all patrons and others, and of no violations of the applicable governmental regulations, statutes, ordinances or other laws occur. PERFORMER agrees to be bound by, and to otherwise adhere to each and every such rule and regulation imposed by OWNER in connection with her use of the PREMISES. PERFORMER agrees to be responsible for any damages she causes to the PREMISES, and/or to any of OWNER'S personal property, furniture, fixtures, inventory or equipment, and shall remain the OWNER as additional rent the actual expenses incurred to repair such damages or to replace such damaged property (real or personal, furniture, fixtures, inventory, and/or equipment).

B. Business Relationship of Parties.

- A. The parties acknowledge that the business relationship created between OWNER and PERFORMER is that of landlord and tenant for the joint and non-exclusive leasing of the PREMISES, and that this relationship is a material consideration of this LEASE. **THE PARTIES SPECIFICALLY DISAVOW ANY EMPLOYMENT RELATIONSHIP.** and agree that this LEASE shall not be interpreted as creating an employment or employee relationship.
- B. PERFORMER specifically acknowledges that while the relationship between OWNER and PERFORMER is that of employer/employee, OWNER would be entitled to collect and retain all DANCE PERFORMANCE FEES collected by PERFORMER from customers. PERFORMER specifically acknowledges that in the circumstance of an employer/employee relationship these fees would be the sole and exclusive property of the OWNER - and that PERFORMER would be paid on an hourly basis for work performed on the PREMISES at a rate equal to the applicable minimum wage law, equal to the amount of taxes, interest and penalties OWNER is required to pay.

- C. **Taxes.** PERFORMER shall exclusively be responsible for the payment of all federal, state and local taxes and contributions imposed or levied at any time by unemployment, workers compensation, social security and income tax laws, and any other applicable laws and regulations imposed upon or asserted in connection with any income earned by PERFORMER at the PREMISES. Should PERFORMER fail to pay any applicable income taxes and OWNER shall be held accountable by any court, tribunal or governmental agency for the payment of such taxes on income generated by PERFORMER at the PREMISES, PERFORMER shall pay to OWNER the amount of the breach of this obligation pursuant to NET DANCE PERFORMANCE FEES earned by PERFORMER at the PREMISES or businesses or locations other than at OWNER'S place of business.

PERFORMER understands that if the relationship of the parties were that of employer/employee (which it is not) that any wages PERFORMER would receive would be reduced by the maximum "tip credit" as allowed by law. Regarding this "tip credit", under federal law pursuant to Federal Labor Code Section 203(m), an employer subject to that law is allowed to reduce minimum wage payments by up to 50% based upon the tips received by the employee. Any applicable state wage laws or local "tip credit" provisions. Under such an employment arrangement, PERFORMER would further be entitled to retain all of her tips and/or gratuities, but not DANCE PERFORMANCE FEES. PERFORMER may collect while performing on the PREMISES. The parties specifically acknowledge that PERFORMER'S right to obtain and retain DANCE PERFORMANCE FEES pursuant to this LEASE is specifically acknowledged and conditioned upon the acknowledged business relationship of the parties as being that of landlord and tenant as set forth in subparagraph 7A. The parties additionally acknowledge that while the relationship between them is to be that of employer and employee, PERFORMER'S employment would be "at will" and may be terminated without cause and without prior notice or warning, and that OWNER would be entitled to control PERFORMER'S work schedule, the hours of work, physical presentation (make-up, hairstyle, etc.), costumes and other wearing apparel, music, work habits, the selection of her customers; the nature, content, character, manner and means of her performances; and her ability to perform at or for other locations or businesses. PERFORMER desires to control all these matters herself and without the control by OWNER, and OWNER and PERFORMER agree by the terms of this LEASE that all such matters are exclusively reserved to the decisions of the PERFORMER. **PERFORMER SPECIFICALLY REPRESENTS THAT SHE DOES NOT DESIRE TO PERFORM AS AN EMPLOYEE OF OWNER SUBJECT TO TERMS AND CONDITIONS OUTLINED IN THIS SUBPARAGRAPH, BUT RATHER DESIRES TO PERFORM CONSISTENT WITH THE OTHER PROVISIONS OF THIS LEASE AS A TENANT.**

PERFORMER and OWNER specifically agree that if any governmental, Federal or State agency, or any court or tribunal which acquires jurisdiction over OWNER, determines that the relationship between the parties is other than that of landlord/tenant and that PERFORMER is entitled to payment of monies from OWNER, all of the following shall apply. 1) In order to assure that OWNER is not unjustly named and that PERFORMER is not unjustly enriched by the parties operating pursuant to the terms of this LEASE, OWNER and PERFORMER agree that PERFORMER shall disgorge herself of, and pay to and reimburse OWNER, all NET DANCE PERFORMANCE FEES (which are defined as DANCE PERFORMANCE FEES remaining after the payment of set fee and any additional rent) earned by the PERFORMER at any time while performing on the PREMISES, all of which would otherwise have been received and kept by OWNER had they not been retained by PERFORMER under the terms of this LEASE. 2) any payment due to, owing by OWNER to PERFORMER shall be determined based upon the pay arrangement set forth in subparagraph 7B; and 3) the relationship of the parties shall then immediately convert to an arrangement of employer and employee upon the terms set forth in subparagraph 7B.

- D. **Costumes.** PERFORMER shall supply at her own cost, all costumes and wearing apparel of any kind or nature, subject to conformance with any applicable laws and/or governmental regulations, and OWNER shall neither be responsible for such decisions, nor control in any way whatsoever the choice of costumes and/or wearing apparel made by PERFORMER.

- E. **Nature of Performance.** OWNER shall have no right to exercise prior control the nature, content, character, manner or method of PERFORMER'S performances. PERFORMER acknowledges and agrees, however, to perform live and/or semi-live entertainment consistent with the type of entertainment regularly performed at the PREMISES.

11. Material Breach. Any of the following conduct by PERFORMER shall constitute a material breach of this LEASE:

- A. Failing to maintain and keep in full force and effect any and all licenses and/or permits necessary and/or required by any federal, state or local law, regulation, or government authority.
- B. Violating any federal, state or local laws or regulations while on PREMISES.
- C. Failing to timely comply with LEASE set obligations on more than two (2) occasions in any one calendar month.
- D. Failing to pay any set rent and/or additional rent when due.
- E. Engaging in disruptive behavior while on the PREMISES.
- F. Failing to timely pay any assessed liquidated damages.
- G. Claiming the business relationship with OWNER as being other than that of a landlord and a tenant, in contravention to Paragraph 7 of this LEASE.
- H. Violating any public health or safety laws, rules, regulations, or concerns.

12. Termination of Lease. Either party hereto may terminate this LEASE, without cause, upon thirty (30) days notice to the other party. Upon material breach, the non-breaching party may terminate this LEASE upon twenty-four (24) hours notice to the other party, or as provided by law. Such termination shall be effective immediately. Nothing in this paragraph, however, shall allow PERFORMER to perform on the PREMISES without a valid license to continue to engage in conduct in violation of any laws or regulations, or public health or safety rules or concerns. In lieu of terminating this LEASE upon the material breach as set forth in subparagraph 11E by the PERFORMER, OWNER may, at its option, assess as liquidated damages for that material breach, an amount not to exceed the liquidated damage amount as set forth in paragraph 3 for a missed set. In lieu or and/or in addition to terminating this LEASE, upon the material breach as set forth in subparagraph 11G by the PERFORMER, OWNER may, at its option and in addition to any other remedies that may be available to OWNER at law, in equity, or as are contained in this LEASE, do either or both of the following: A) assess liquidated damages against PERFORMER equal to all NET DANCE PERFORMANCE FEES earned by PERFORMER pursuant to this LEASE and/or B) alter the relationship between the parties to that of an employment arrangement consistent with the provisions of paragraph 7B.

13. Assignment/Non-Exclusivity. This LEASE is acknowledged to be personal in nature. PERFORMER shall have no right to SUBLEASE her rights to the use of the PREMISES or to assign this LEASE or any rights or obligations contained in this LEASE without the express consent of OWNER; provided, however, if PERFORMER is unable to fulfill her contractual obligations during any scheduled set, PERFORMER shall have the right to substitute the services of any licensed (if applicable) PERFORMER who is then a party to a Dance Performance LEASE with the OWNER. Any such substitution shall not, however, relieve PERFORMER of the rent and liquidated damage obligations as contained in this LEASE, should any substitute fail to pay any rent, additional rent, and/or liquidated damages that are due to OWNER as a result of the substitute's LEASE obligations. PERFORMER'S obligations under this LEASE are non-exclusive.

14. Severability. In the event that any term, paragraph, subparagraph, or portion thereof of this LEASE is declared to be illegal or unenforceable, this LEASE shall, to the extent possible, be interpreted as if said provision or portion thereof, was not a part of this LEASE; it being the intent of the parties that any such portion of this LEASE, to the extent possible, be severable from this LEASE as a whole. This paragraph shall not apply, however, to the circumstance of a judicial or administrative determination of the business relationship between PERFORMER and OWNER as being other than that of landlord and tenant, which shall be controlled by the provisions of subparagraph 7C above.

15. OWNER'S Additional Obligations. OWNER shall, in addition to leasing of the PREMISES as set forth in paragraph 1:

- I. Provide to PERFORMER, at OWNER'S expense, music used on the PREMISES, lighting and dressing room facilities.
- J. Pay any and all copyright fees due relative to the music used on the PREMISES; and
- K. Advertise the business in a commercially reasonable manner for the benefit of both PERFORMER and OWNER. Nothing contained in this subparagraph or in this LEASE shall prohibit PERFORMER from advertising her services in any manner or fashion as she so desires (including but not limited to buying TV advertising, placing advertisements in trade publications, etc.)

16. Nature of Business. PERFORMER acknowledges that she understands that the nature of the business being operated at the PREMISES is that of an adult entertainment establishment, and that she will be subjected to nudity (primarily female), and explicit language from time to time, and that she may be subjected to depictions or portrayals of explicit sexual conduct and the like. PERFORMER acknowledges and affirmatively represents that she is not and will not be offended by, and that she assumes any and all risks involved or associated with being subject to, such conduct, depictions, portrayals, or language.

17. Miscellaneous. This LEASE shall be interpreted pursuant to the laws where the PREMISES are located.

In the event that OWNER commences legal action to enforce any of the provisions herein, or defends against any claims in any court or administrative proceeding which have been initiated or made by PERFORMER either pursuant to this LEASE or regarding the business relationship between the parties as set forth in paragraph 7 above, if OWNER is the prevailing party, OWNER shall be entitled to reimbursement from PERFORMER for any and all costs and expenses incurred in connection with such proceeding, including actual reasonable attorney fees.

PERFORMER SPECIFICALLY ACKNOWLEDGES THAT SHE HAS BEEN ADVISED THAT IT IS THE POLICY OF OWNER NOT TO ENTER INTO A LEASE WITH A PERFORMER WHO IS UNDER THE AGE OF EIGHTEEN (18), AND THAT THIS LEASE IS NULL AND VOID IF PERFORMER IS NOT OF SUCH AGE. PERFORMER HEREBY REPRESENTS AND WARRANTS THAT SHE IS EIGHTEEN (18) YEARS OF AGE OR OLDER, THAT SHE HAS PROVIDED OR WILL, UPON REQUEST, PROVIDE IDENTIFICATION ATTESTING TO HER AGE AND THAT SUCH IDENTIFICATION IS AUTHENTIC.

OWNER La Fuente, Inc. d/b/a Cheetah's

Cheetah's

Houman / Cheetah's

5 Feb. 2014

PERFORMER

(Signature)

(printed name)

PLTF0020

MSJ122

2/7/2017

SilverFlume Nevada's Business Portal to start/manage your business



[REDACTED]

Non-Title 7 Entities Business Entity Information		What is Non-Title 7 Entity?	
Status:	Expired	File Date:	04/15/2010
Type:	Sole Proprietor		
NV Business ID:	NV20101274176	Business License Exp:	04/30/2015

Registered Agent Information
No Registered Agent required for Non-Title 7 Business Licenses.

<https://www.nvsilverflume.gov/businessSearch>



1/1

PLTF0016

MSJ123

EXHIBIT 2

BEFORE THE AMERICAN ARBITRATION ASSOCIATION

ARBITRATOR, KATHLEEN M. PAUSTIAN

[REDACTED])	
)	
Claimant,)	
)	
vs.)	
)	CASE NO.: 011600050109
LA FUENTE, INC., d/b/a)	
Cheetahs Lounge,)	
)	
Respondent.)	
_____)	

VIDEOTAPED DEPOSITION OF

[REDACTED]

Taken on Friday, March 17, 2017
At 1:54 p.m.

At 2831 St. Rose Parkway, Suite 200
Henderson, Nevada

REPORTED BY: JEAN DAHLBERG, RPR, CCR NO. 759, CSR 11715

1 APPEARANCES:

2 For the Claimant:

3 MORRIS ANDERSON
4 BY: LAUREN D. CALVERT, ESQ.
5 716 South Jones Boulevard
6 Las Vegas, Nevada 89107
7 (702) 333-1111
8 (702) 507-0092 (Facsimile)
9 lauren@morrisandersonlaw.com

10 For the Respondent:

11 SCHULTEN WARD TURNER & WEISS, LLP
12 BY: DEAN R. FUCHS, ESQ.
13 260 Peachtree Street, NW, Suite 2700
14 Atlanta, Georgia 30303
15 (404) 688-6800
16 (404) 688-6840 (Facsimile)
17 d.fuchs@swtwlaw.com

18 Also Present:

19 Dennis Williams,
20 Consultant for La Fuente, Inc.
21
22 Joseph Camp, Videographer
23
24
25

1 I N D E X

2 WITNESS: PAGE

3 [REDACTED]

4 Examination by Mr. Fuchs 5

5

6

7

8

9

10 E X H I B I T S

11 EXHIBIT DESCRIPTION PAGE

12 Exhibit 1 Arbitration Policy, "Cheetahs" 96
13 (3 pages)

14 Exhibit 1 Blank Dancer Performance Lease, 97
15 Cheetah's Las Vegas. This document
16 was referred to from a previous
17 deposition on March 17, 2017, but
18 was not marked for identification to
19 Ms. Hedrick's deposition.)

20 Exhibit 2 Copies of House Fee receipts and 119
21 Offstage receipts (12 pages)

22 Exhibit 3 String of e-mails to and from 121
23 [REDACTED] to various
24 individuals (3 pages)

25 Exhibit 4 Printout of Business License 127
Information for [REDACTED]
(1 page)

1 HENDERSON, NEVADA; FRIDAY, MARCH 17, 2017

2 1:54 P.M.

3 -oOo-

4 Whereupon --

5 THE VIDEOGRAPHER: Good afternoon. Today is
6 Tuesday -- excuse me -- Friday, March 17th, 2017. This
7 begins the video deposition of [REDACTED] The
8 time is approximately 1:54 p.m.

9 We are located at St. Rose Executive Suites,
10 2831 St. Rose Parkway, Suite 200, Henderson, Nevada
11 89052.

12 My name is Joseph Camp, court videographer of
13 Las Vegas Legal Video, and your court reporter is Jean
14 Dahlberg of DALOS Legal Services.

15 This is Case No. 011600050109, Before the
16 American Arbitration Association, entitled [REDACTED]
17 [REDACTED], Claimant, versus La Fuente, Inc., doing
18 business as Cheetah's Lounge, Respondent.

19 Would all counsel please identify themselves for
20 the record, and the court reporter will administer the
21 oath.

22 MS. CALVERT: Lauren Calvert, Morris Anderson,
23 for plaintiff.

24 MR. FUCHS: Dean Fuchs for defendant.

25 ///

1 [REDACTED]

2 having been first duly sworn to testify to the truth,
3 the whole truth, and nothing but the truth, was examined
4 and testified as follows:

5 THE WITNESS: I do.

6 EXAMINATION

7 BY MR. FUCHS:

8 Q. Okay. Good afternoon.

9 A. Good afternoon.

10 Q. Would you please tell me how you pronounce your
11 last name.

12 A. H [REDACTED]

13 Q. [REDACTED]. Okay. Thank you for that.

14 A. You're welcome.

15 Q. Ms. [REDACTED], my name is Dean Fuchs, and I
16 represent the club. And if I refer to La Fuente, Inc.,
17 doing business as Cheetah's, you'll know -- and if I
18 refer to that as "the club," you'll know what I'm
19 talking about?

20 A. Yes, sir.

21 Q. Okay. Very good.

22 Ms. [REDACTED] you've just been administered the
23 oath. I assume you understand the con- -- the
24 significance of the oath?

25 A. Yes, sir.

1 Q. Okay. And you understand that even though we're
2 in a conference room, that your testimony this afternoon
3 carries the same weight and import as if you were in
4 open court?

5 A. Yes, sir.

6 Q. Very good. I don't know if you've ever done
7 this before, so a few ground rules, which I suspect
8 Ms. Calvert may have already discussed with you.

9 Everything that we say this afternoon is being
10 taken down by the court reporter, so it's important that
11 you verbalize your responses as opposed to physical
12 gestures, head nodding and things of that nature. Okay?

13 A. Yes.

14 Q. Also, the court reporter will be very -- will be
15 happier with us if we try not to speak over one another.
16 So if you will extend to me the courtesy of letting me
17 finish my question before you begin your answer, I will
18 likewise extend the same courtesy to you and let you
19 finish your answer before I ask the next question.
20 Okay?

21 A. Okay. Sounds good.

22 Q. Sometimes it's easier said than done, but we
23 will try. Okay?

24 A. Okay.

25 Q. If at any point during the deposition you don't

1 understand my question, please speak up and tell me you
2 don't understand the question. Otherwise, I'm going to
3 assume when I read the transcript later that you did
4 understand the question.

5 A. Okay.

6 Q. I don't want to -- I don't want to -- it's not
7 my goal to confuse you. I want to try and get truthful
8 responses to intelligible questions.

9 A. Yes, sir.

10 Q. Finally, I usually -- these depositions don't
11 generally last much more than two hours --

12 A. Okay.

13 Q. -- but if you need a break, just let me know --

14 A. Okay.

15 Q. -- and I will try to accommodate you. Okay?

16 A. Yes.

17 Q. Very good. With that, are you ready to proceed?

18 A. Yes, sir.

19 MR. FUCHS: Lauren, is there anything that we
20 need to put on the record before we begin?

21 MS. CALVERT: Nothing that I can think of.

22 BY MR. FUCHS:

23 Q. Okay. Ms. [REDACTED], were you formerly known as

24 [REDACTED]

25 A. Yes.

1 Q. And is one of those a married name?

2 A. Yes.

3 Q. Which one?

4 A. [REDACTED].

5 Q. [REDACTED] was a former -- is a married name?

6 A. Yes. [REDACTED] is the maiden.

7 Q. Okay. So I'm guessing here, but it sounds like
8 you've -- so you've been divorced and took your original
9 name?

10 A. It was annulled.

11 Q. Okay, annulled. Okay, fair enough. So -- okay.
12 Got it. And you live in Las Vegas?

13 A. Yes.

14 Q. And the address that you shared with the court
15 reporter prior to going on the record, how long have you
16 lived at that address?

17 A. I've lived there probably about almost a year.

18 Q. And do you own or rent that property?

19 A. Rent.

20 Q. Does anyone reside with you at that address?

21 A. Yes. My fiancé.

22 Q. And what is your fiancé's name?

23 A. Blake Saari, S-a-a-r-i.

24 Q. And where did you reside before the Las Vegas
25 Boulevard address?

1 A. 5008 Your Avenue.

2 Q. How do you spell "Your"?

3 A. Like your, Y-o-u-r, Avenue. And then I think
4 it's 89108 was the ZIP.

5 Q. And I assume that's in Las Vegas?

6 A. Yes, sir.

7 Q. We're going to talk quite a bit about when you
8 performed at Cheetah's.

9 A. Okay.

10 Q. But before I forget, did you have a stage name
11 when you performed at Cheetah's?

12 A. I had a couple of them.

13 Q. Okay.

14 A. I had Porsche, Lisa Marie, Reddy, Coquette, and
15 I could be missing one.

16 Q. Let me just read those back to you. I heard
17 Porsche?

18 A. Uh-huh.

19 Q. Like the car or --

20 A. Yes.

21 Q. Okay. Lisa Marie?

22 A. Yes.

23 Q. Reddy?

24 A. Yep.

25 Q. R-e-d-d-y?

1 A. Yep.

2 Q. And I heard Coquette?

3 A. Yes. C-o-q-u-e-t-t-e.

4 Q. Okay. And if there are any others you can
5 recall, will you let me know?

6 A. Absolutely.

7 Q. Were you born in August of 1979?

8 A. Yes, sir.

9 Q. Where were you born?

10 A. Bellingham, Massachusetts.

11 Q. And where did you grow up?

12 A. I grew up in Marlborough, Mass., and I grew up a
13 little bit in New Mexico.

14 Q. And because you told me you live with your
15 fiancé, I'm going to assume that your marital status is
16 engaged.

17 A. I would say so, yeah.

18 Q. And -- but I also understand from what you told
19 me earlier, you were previously married once but had it
20 annulled?

21 A. Yes, sir.

22 Q. Okay. And that was the only prior marriage?

23 A. Yep. No others.

24 Q. Okay. Do you have children?

25 A. I do.

1 Q. How many?

2 A. I have two.

3 Q. Are they both minors?

4 A. One is 18, and one just turned 16.

5 Q. I don't typically like to ask about children,
6 but since you have an 18-year-old -- you know what? I
7 don't care. It's an arbitration. It's not a jury
8 trial. Never mind.

9 A. Okay.

10 Q. Have you ever served in -- well, do your
11 children live with you?

12 A. No.

13 Q. Okay. You're just with your fiancé?

14 A. No. No. What do you mean by "fiancé"? My
15 fiancé lives with me.

16 Q. Right. But your children don't live with you?

17 A. No.

18 Q. Okay.

19 A. Oh, yeah, just my fiancé lives with me, yes.

20 Q. Did you ever serve in the military?

21 A. No.

22 Q. Have you ever filed for bankruptcy?

23 A. Nope.

24 Q. Other than this proceeding, this arbitration
25 proceeding that we're here to talk about today, have you

1 ever been involved in any other lawsuit or litigation?

2 A. I have one other one with another club that's --
3 it's Centerfold/Paradise. Same name, same thing.
4 That's it.

5 Q. Okay. So that's one club with two different
6 names?

7 A. Yeah. They changed the name somewhere in --
8 they just changed the name. I don't know.

9 Q. Got it. And is that proceeding, is that active,
10 currently active?

11 A. I believe so, yes.

12 Q. Do you know where that is pending?

13 A. I don't believe I -- I don't understand by
14 "pending."

15 Q. Okay. Is it an active lawsuit?

16 A. Yeah, it's active.

17 Q. Do you know what county it's pending in? Clark
18 County?

19 A. I would believe so, yeah, Clark County.

20 Q. Do you know if you -- let me try that again.

21 Are you the only person suing
22 Centerfolds/Paradise, or are you with a group of other
23 dancers?

24 MS. CALVERT: And I'll just object. There's a
25 protective and confidentiality order. I think it's

1 this -- pretty similar to the one we have here.

2 MR. FUCHS: Okay.

3 MS. CALVERT: But to the items -- but to the
4 extent she can answer those questions without revealing
5 identities, that's fine.

6 THE WITNESS: I would believe that it's a class.
7 I would assume so, yeah.

8 BY MR. FUCHS:

9 Q. So is it fair to say, Ms. Hedrick, that the
10 lawsuit in which you are participating against
11 Centerfolds --

12 A. Uh-huh.

13 Q. -- is similar in nature to the lawsuit that you
14 originally brought against Cheetah's?

15 A. I believe so, yes.

16 Q. And is it fair to say that you are seeking the
17 same type of relief or remedies in the suit against
18 Centerfolds and Paradise that you're seeking against the
19 Cheetah?

20 A. Yes.

21 Q. And who -- who is representing you in your case
22 against Centerfolds?

23 A. Ms. Calvert.

24 Q. Okay. I assumed that, but I wasn't sure, so --
25 Anyone else representing you, or is it just

1 Ms. Calvert?

2 A. It's Calvert. If -- I think other people with
3 her, I would assume so, yeah.

4 Q. Okay.

5 A. I have a few other attorneys on there --

6 Q. Okay.

7 A. -- I've spoken with.

8 Q. Have you testified in that case against
9 Centerfolds?

10 A. No. I don't believe so, no. We haven't gone
11 anywhere.

12 Q. Okay. So you've not given a deposition in that
13 case like you're doing today?

14 A. No. This is the first one.

15 Q. Okay. Have you ever been deposed before?

16 A. No.

17 Q. So this is your first time being deposed?

18 A. Yes.

19 Q. Okay. Have you ever testified in open court?

20 A. Testified in open court? I don't think so. Not
21 that I recall, huh-uh.

22 Q. Okay. And I'm sorry if you've already told me
23 this. The lawsuit against Centerfolds is the only other
24 civil action or proceeding that you have been involved
25 in other than the case against the Cheetah's?

1 A. Yes.

2 Q. So other than these two cases, you've never been
3 sued before or sued anyone before?

4 A. I don't know if I've ever been sued. I don't
5 recall suing anybody, so --

6 Q. Have you ever been convicted of a crime?

7 A. Yes.

8 Q. Okay. Tell me -- give me some detail.

9 A. It was ten years ago. I have an assault and
10 battery, I have a larceny, and I think there's, like,
11 two other things on my court. But I'm supposed to
12 suppress them so -- they're over ten years old.

13 Q. Okay. I'm not sure exactly what you mean by
14 you're supposed to suppress them.

15 A. Well, you have to call the court to let them
16 know that they're past ten years --

17 Q. Okay.

18 A. -- and then fill in the paperwork so that the
19 attorney can do it.

20 Q. Okay. And has that been done?

21 A. It was going to be done, but then I had to put
22 it kind of behind, so --

23 Q. That sounds to me like a no?

24 A. It costs money. No.

25 Q. I see. You've not had an opportunity or the

1 occasion --

2 A. Exactly.

3 Q. -- to do it?

4 A. Yes. The priority -- you know, the priorities
5 and stuff. So, yes. Yes, that would be why.

6 Q. The assault and battery charge, was that Clark
7 County?

8 A. No.

9 Q. Where was that?

10 A. Marlborough, Massachusetts.

11 Q. Do you remember what year?

12 A. Whoo, it had to be, like, 2004 or sooner --
13 earlier than that. 2003. Yeah, it was a long time ago.

14 Q. And was that something that you pled guilty to
15 or was that something you were adjudicated by a judge or
16 jury as guilty?

17 A. I think I pled guilty to that. Yeah, I pleaded,
18 uh-huh.

19 Q. Marlborough, that's North Shore?

20 A. In the Middle -- Middlesex County, yeah.

21 Q. Okay. Let's talk about the larceny charge.

22 A. Okay.

23 Q. Where were you charged with that?

24 A. Fitchburg.

25 (Reporter clarification.)

1 THE WITNESS: Fitch, with an F.

2 BY MR. FUCHS:

3 Q. F-i-t-c-h?

4 A. Yeah.

5 Q. I went to school in Boston.

6 A. Oh, did you? Nice.

7 Q. Okay. And how long -- how old is that charge?

8 A. Well over ten years too. They're -- it's all
9 about right around the same time with those, so --

10 Q. And do you know -- do you remember how that
11 charge was resolved?

12 A. Continuous without a finding.

13 Q. So no guilty plea?

14 A. No.

15 Q. And no finding of guilt?

16 A. No. Nope.

17 Q. Any other charges that you can recall?

18 A. No. No.

19 Q. The larceny charge, was that a -- was that a
20 shoplifting?

21 A. Nope, it was not.

22 Q. Okay. And you said -- I'm sorry. You said you
23 believe that was in?

24 A. Fitchburg, Lunenburg, the same -- they're right
25 next to each other, so it's otherwise -- I'm not sure of

1 the county. It's in Massachusetts.

2 Q. No, that's fine. You said -- I think you said
3 it was well over ten years ago?

4 A. Yeah, it was definitely over ten years ago.
5 Definitely.

6 Q. Were you ever charged with larceny or
7 shoplifting --

8 A. Nope.

9 Q. -- in New Mexico?

10 A. No. Never. I've never. If that's -- if that
11 is something that's on there, I need to clear that up
12 with the people there, because that -- I was never
13 charged with shoplifting.

14 Q. Just asking.

15 A. I have -- I have IDs that have been missing
16 along the way that somebody might have used. But if
17 that's the case, I'll be going in and having them run
18 the fingerprints back on whoever was arrested. That's
19 for sure. Because I'm not taking the rap. No way.

20 Q. Do you hold any professional licenses?

21 A. I -- nursing assisting.

22 Q. Anything else?

23 A. That's it.

24 Q. Do you hold a business license?

25 A. Oh, yes, I have a business license, yep.

1 Q. Is it active?

2 A. Yes.

3 Q. How long have you held a business license?

4 A. Since probably about 2009.

5 Q. And you've renewed it periodically since then?

6 A. I have. Sometimes it wasn't always renewed, but
7 I still was able to work. They didn't really -- you
8 know, they let it go.

9 Q. Any other sort of license or certification that
10 you can think of, other than like a driver's license?

11 A. Would it be a sheriff's card? Would a sheriff's
12 card? Yep.

13 Q. Okay. How about a server's license?

14 A. I had one way past, but it's not active; but I
15 have had one.

16 Q. Where did you attend high school?

17 A. Millbury.

18 Q. And that's in Massachusetts; right?

19 A. Yes.

20 Q. Did you graduate?

21 A. I did not.

22 Q. Any GED?

23 A. No. I'm about six credits away.

24 Q. So not yet?

25 A. Not yet. I'm almost there.

1 Q. Okay. So no college?

2 A. Well, the CNA class was a six credited college
3 course --

4 Q. Okay.

5 A. -- that I did take for eight months, but you did
6 not have to have a GED or a high school diploma for, so
7 that's why I was able to get into there.

8 Q. Okay. And are you currently working as a CNA?

9 A. I am not.

10 Q. Are you currently employed?

11 A. Am I working at a club?

12 Q. Anywhere.

13 A. Yes, working at a -- yes, I'm working.

14 Q. Okay. Who's your -- where are you working
15 currently?

16 A. I am working at Sophia's.

17 Q. And you'll have to forgive me. I'm not from
18 these parts. What is Sophia's?

19 A. It's a gentlemen's club.

20 Q. How long have you been working there?

21 A. Maybe is six months now. Maybe eight. Maybe
22 eight. Maybe a little longer.

23 Q. So middle of -- since the middle of 2016, maybe?

24 A. I'd say -- you know what? Since October. We'll
25 go with October. Yep. November, October, we'll go

1 with. Yep.

2 Q. Okay. What other gentlemen's clubs have you
3 perform at?

4 A. Do you want all the list of the names?

5 Q. Sure.

6 A. Okay. I've done Hustler; I've worked at Crazy
7 Horse III; I've work at the Spearmint Rhino; I've worked
8 at Deja Vu; I've work at Girls of Glitter Gulch; I've
9 worked at --

10 Q. Slow down just -- slow down just a little bit
11 for us.

12 A. Sorry.

13 Q. I heard -- here's what I heard: I heard
14 Hustler, I heard Crazy Horse III, I heard Deja Vu --

15 A. Yeah.

16 Q. I heard Spearmint Rhino.

17 A. Olympic Gardens. We've got Centerfolds; right?
18 Because Centerfolds/Paradise, you can --

19 Q. We'll combine those.

20 A. Yeah. Ohhh, I mean -- let me think what else.
21 I know there's -- Cheetah's we know.

22 Q. Right.

23 A. Let's see. Let's see. Glitter Gulch; that's
24 gone now, though. I can't think of any other ones that
25 are open anymore. I think that's it for now.

1 Q. Any other than Glitter Gulch that you can think
2 of that are no longer around?

3 A. Seamless. Let's see. Seamless. I'm trying to
4 think. I think just Seamless. Yeah, I'm pretty sure
5 that's it.

6 Q. Okay. When did you first start dancing?

7 A. Like, as a whole or, like, in Las Vegas?

8 Q. Let's start -- well, I'm going to ask you both
9 questions.

10 A. Okay.

11 Q. Let's start when you first started dancing,
12 irrespective of where you were living?

13 A. I worked at Cheetah's actually in 1998, I
14 believe it was, was the first place that I ever worked.

15 Q. And how old were you at the time?

16 A. I'd say about 18.

17 Q. And you told me you were born in 1979, so I'm
18 going to guess that makes you about 37?

19 A. Yep. I'll be 38 in August.

20 Q. Pretty good math.

21 A. Yep.

22 Q. Okay. So if -- so it sounds to me like you've
23 been dancing just under 20 years?

24 A. Are you asking in whole, or are you asking if I
25 had, like, you know, other jobs --

1 Q. Well, that's a fair --

2 A. -- besides dancing.

3 Q. -- that's a fair point. You've been dancing
4 over a span of almost 20 years.

5 A. Over a span, yes.

6 Q. You have not have been consistently dancing?

7 A. Correct.

8 Q. Okay.

9 A. Correct.

10 Q. And have you performed as a dancer in cities
11 other than Las Vegas?

12 A. Yes.

13 Q. Tell me the cities that you performed in.

14 A. Springfield, Mass., and Whistler, Mass.,
15 New Mexico, Albuquerque. That's pretty much it. And
16 Las Vegas, of course.

17 Q. So it sounds to me like over the course of
18 almost 20 years, you've danced at -- at least a dozen
19 clubs over a period of 20 years?

20 A. Yes, sir.

21 Q. Did you ever dance at Sapphire?

22 A. Oh, yes. Yes. That is one of the ones. Yes.
23 I forgot. I did. I can't believe I forgot that one.

24 Q. That one is pretty hard to forget.

25 A. I know.

1 Q. If you think of any others during the
2 deposition, will you let me know?

3 A. Yes, sir.

4 Q. Okay. You mentioned you first started dancing
5 at Cheetah's all the way back in 1998. I'm not sure I
6 really want to go back that far in time.

7 A. Okay.

8 Q. You might appreciate the fact that I don't want
9 to go back that far.

10 When was the last time or most recent time you
11 performed at Cheetah's?

12 A. Are you talking about, like, when I started
13 back -- because I've been on and off there for quite
14 some time.

15 Q. Okay. Let's start backwards then --

16 A. Back --

17 Q. -- backwards in time. When did you -- when was
18 the last time you performed at Cheetah's, meaning the
19 last day or month that you were there?

20 A. Okay. The last day or month would have to be --
21 okay, 2015, sometime in February. Yes. Like, maybe the
22 third week, the second week, right around in there,
23 uh-huh.

24 Q. Okay. And it might just be easier if we work
25 backwards in time instead of forward.

1 A. Whatever you'd like.

2 Q. Tell me, why did you stop working at the
3 Cheetah's?

4 A. Well, Kevin had demoted my shift.

5 Q. I'm sorry. Can you --

6 A. Kevin demoted my shift to 3:00 a.m.

7 Q. Okay, forgive me. I'm not sure I understand
8 what you mean by "demoted" your shift.

9 A. He told me that he could no longer use me on his
10 shift.

11 Q. And which shift was -- did he have, graveyard?

12 A. Yes. And when you're on that shift, you can
13 do -- work any time, so --

14 Q. Okay. And so -- and I assume Kevin was what,
15 a -- what was his title?

16 A. He was the manager. I'm pretty sure he was the
17 hiring manager too.

18 Q. Was he the general manager of the club or a
19 shift manager?

20 A. I'm pretty sure a shift. He could have been the
21 general, but I never asked.

22 Q. Okay. So do you recall what shift he worked?

23 A. Yeah, the 9:00 p.m. to probably 3:00 a.m. or
24 something like that.

25 Q. 9:00 p.m. to 3:00 a.m.?

1 A. Yeah, something like that. It was definitely
2 like that; you know, what I mean, graveyard or over
3 shift.

4 Q. Right.

5 A. No. You know what? No. He was there until
6 7:00 a.m., I think.

7 Q. Okay. So he was basically the night shift;
8 right?

9 A. Yes. Yes.

10 Q. Okay. And that was the shift that you were
11 accustomed to working?

12 A. When you say "accustomed," what do you mean,
13 that I went in every day and --

14 Q. No, that was a poor question. Let's strike
15 that. We'll come back to that.

16 A. Okay.

17 Q. But was Kevin the manager that you typically
18 worked with or for?

19 A. Him and Scotty.

20 Q. Okay. Do you know either Kevin's last name or
21 Scotty's last name?

22 A. I do not, sir.

23 Q. And when you say Kevin demoted you to the
24 3:00 a.m. shift, does that mean -- what does that mean
25 exactly --

1 A. He said that --

2 Q. -- that he didn't want you working on his shift?

3 A. He said he could no longer use me on his shift
4 and that I can come in and work the p.m. shift, if
5 that's what I wanted to do, and see me later.

6 Q. Okay. And -- and but you chose not to do that?

7 A. Yeah. No. I'm not gonna do that.

8 Q. Okay. So roughly February of 2015 is when you
9 last performed at the Cheetah?

10 A. Yes.

11 Q. Where have you worked since the Cheetah?

12 A. Okay. So after the Cheetah, I went to Deja Vu,
13 and then from Deja Vu I went to Centerfolds/Paradise,
14 and then from there I went to Sophia's.

15 Q. So you've worked at three different clubs since
16 the Cheetah?

17 A. Yes. Oh, and I did do briefly at Crazy Horse,
18 but just briefly.

19 Q. And how long did you dance at Deja Vu --

20 A. Only a few months.

21 Q. -- or was it on and off?

22 A. That was just a couple months, uh-huh, until I
23 got over to Centerfolds/Paradise.

24 Q. And you said you were there about eight, nine
25 months? No. No. I'm sorry. I'm confusing myself.

1 Sophia's, you've been there --

2 A. Yes.

3 Q. -- since October?

4 A. Yeah.

5 Q. And how long did you dance at Centerfolds?

6 A. Centerfolds, it was right around that -- let's
7 see. Because I went to Deja Vu in February of 2015, so
8 probably April or May I went to Centerfolds/Paradise.
9 And then the last time I was there was 2016 of -- when I
10 went to Sophia's in October or November, yeah.

11 Q. Okay. Just so I --

12 A. That's okay.

13 Q. -- stay straight, so it sounds like you were at
14 Centerfolds from about April of 2015 until October of
15 2016?

16 A. I would say, yeah; November, something like
17 that, yeah.

18 Q. Okay. So you were there about 18 months, give
19 or take?

20 A. Is that what -- you're better at math than me.

21 Q. Okay. Well, does it sound that you were there
22 for about a year and a half? Does that sound all right
23 to you?

24 A. Yeah. I say probably maybe longer, but --

25 Q. Okay. Okay. So you're -- we've established

1 that you're suing Centerfolds and Cheetah's, but you're
2 not suing Deja Vu, the club in between?

3 A. No.

4 Q. Any particular reason why they're not on the
5 list?

6 A. They didn't put me in a situation where they
7 made it difficult for me to have access to do things at
8 my job, or put me in fear.

9 Q. Okay. We've established an end date for you
10 working -- or an approximate end date for you working at
11 Cheetah's. Did you work at Cheetah's for kind of a
12 consistent period of time, or was it kind of back and
13 forth popping in and out?

14 A. That period of time was consistent; and prior to
15 that it was on and off.

16 Q. Okay. So let's go backwards in time --

17 A. Okay.

18 Q. -- from roughly February 2015, when you were
19 there consistently.

20 A. Uh-huh.

21 Q. When did you start the consistent performing at
22 Cheetah's?

23 A. When I came back from out of town, when I --
24 because I probably --

25 Q. That doesn't help me.

1 A. Or when did I -- sorry.

2 Q. I need a date or an approximate date?

3 A. When I started back --

4 Q. Yes.

5 A. -- was in the 2015 -- no, 2014 of March, until
6 February of 2015.

7 Q. Okay. So about 11 months -- about an 11-month
8 stretch where you work at Cheetah's consistently?

9 A. Uh-huh, yep.

10 Q. Now, during from March of 2014 to February 2015,
11 did you work at any other club during that time period?

12 A. From the 2014th (sic)? No, I did not.

13 Q. Okay. So Cheetah's was it?

14 A. Uh-huh.

15 Q. Yes?

16 A. Yes.

17 Q. Okay.

18 A. Yes, it was.

19 Q. And nothing prevented you from performing at
20 other clubs during that time; that was just your choice
21 to work exclusively at Cheetah's during that time?

22 A. Correct. That's where I was active, so --

23 Q. Okay. And during that approximate 11-month
24 window, how frequently did you perform?

25 A. How frequently?

1 Q. How many times per week?

2 A. Four to -- four to five, depending on if things
3 were in town. Sometimes three. I'd say altogether it
4 would be about 20 days a month, unless conventions were
5 in town; then sometimes I'd just do the whole two weeks,
6 you know, with a day off because, you know, sometimes in
7 town --

8 Q. So if I'm understanding your testimony, is it
9 would vary, but if there was a convention in town, you
10 would probably work more frequently --

11 A. Correct.

12 Q. -- than if there was not a convention in town?

13 A. Correct.

14 Q. But it doesn't sound to me like there was any
15 real consistency from week to week, in terms of the
16 number of days you worked?

17 A. No, I did. I had to work to pay my bills, so it
18 was absolutely --

19 Q. Okay.

20 A. -- I would go to work.

21 Q. During that span from March of 2014 until
22 February of 2015, did you take any time off or time away
23 from working at the club?

24 A. No.

25 Q. When you performed at Cheetah's, did you have

1 any other source of income?

2 A. No. No, I did not.

3 Q. No other job?

4 A. Nope.

5 Q. Did you have any other sort of time commitment
6 or steady time commitment like schooling, childcare?

7 A. No childcare, but I -- I started school. But I
8 can't remember if it was in May of 2015 I started, or if
9 it was prior to that. I have to look at my thing. But
10 it wouldn't have conflicted because they were night
11 classes anyway; like, they were out at 9:00, so --

12 Q. Meaning --

13 A. I might have just started. I have to remember.
14 I can't remember my -- like, two years ago, my school
15 schedule.

16 Q. If you were in school at the same time you
17 performed at Cheetah's, classes were, what, day classes
18 and you were working at night?

19 A. They weren't day. They were -- I have to
20 remember it because it was so long ago. Let me think.
21 I had Tuesdays, I'd work at the nursing home. We'd go
22 to the nursing home. I had lecture. Lecture was only
23 until 5:00, 2:00 to 5:00. And then lab was 2:30 to
24 5:00, and then the rest of the time was at the nursing
25 home probably until 7:00 or something. So, no.

1 Q. So it didn't interfere --

2 A. No.

3 Q. -- with when you would go to dance?

4 A. Right.

5 Q. When you performed at Cheetah's, I assume you
6 had to sign in when you got there?

7 A. Yes.

8 Q. So is it fair to say that the club probably has
9 records of each time you performed?

10 A. What do you mean? Like, is it fair -- I would
11 hope they would have the records.

12 Q. Meaning, they --

13 A. I don't know what they do with their stuff.

14 Q. Of course not.

15 A. I really don't.

16 Q. I guess my only question is, to the best of your
17 knowledge the club did have an intake -- a sign-in
18 system where you would sign the piece of paper
19 indicating that you were there to perform?

20 A. Right. I don't know how accurate they are, but
21 I know that I signed stuff.

22 Q. Okay. And what else did you do when you checked
23 in or signed in?

24 A. Gave them my sheriff's card.

25 Q. Is that's something you normally carry with you,

1 or did --

2 A. You have to, to work.

3 Q. -- and you tender to the club when you arrive?

4 A. Yes, sir.

5 Q. What else did you do when you checked in?

6 A. What do you mean? I just gave them my sheriff's
7 card.

8 Q. And then you went and got dressed?

9 A. Yes.

10 Q. And when you were ready to -- when you were
11 dressed and ready, you got on the floor?

12 A. If the house mom -- you know, if she didn't say
13 anything to you on the way out.

14 Q. Do you have any records in your possession of
15 when, or the dates, you performed at the club?

16 A. I gave stuff to my attorney, and I gave her some
17 text messages and some receipts.

18 Q. Okay. I'm not sure I've seen those yet.

19 MS. CALVERT: Andrew has them -- I don't know
20 the procedure for how they're doing it.

21 MR. FUCHS: Okay.

22 MS. CALVERT: If you haven't gotten them,
23 they're the same kind of blow-up things you have there.

24 MR. FUCHS: Okay. I'm just not sure I've seen
25 them.

1 BY MR. FUCHS:

2 Q. Other than the receipts -- are you talking
3 about, like, the receipts for the house fees? Is that
4 what you're talking about?

5 A. Uh-huh. Yes, sir.

6 Q. And I haven't seen the text messages. Who were
7 you texting with?

8 A. No, that was -- it was Cheetah's. Because,
9 remember, I was texting Lisa -- I texted my friend Lisa
10 that I was on my way to Cheetah's to go and get
11 reactivated, because I had went out of town. So she's,
12 like, Oh, you don't need to be reactivated, but you
13 could try.

14 Like, so I went in, and then I had to wait for
15 Kevin to tell me that I could go back on my night shift.
16 And then that's a text message. And then I have a
17 text -- and then I have e-mails to the Cupcake Girls
18 saying that Kevin fired me and then I was looking for
19 resources to help me because I had to scramble around
20 looking for a job.

21 And then I have other text messages to my fiancé
22 talking about Diana and how she was going help me out
23 with something, and he said, "I thought Kevin was your
24 boss," and it's just things, all different times.

25 MS. CALVERT: Andrew has those.

1 THE WITNESS: Uh-huh.

2 MS. CALVERT: Did you save them?

3 THE WITNESS: Yes. I have all that. And I have
4 text messages between the house mom, Cheryl, and I, that
5 she was trying to find my fiancé work.

6 BY MR. FUCHS:

7 Q. I'm sorry, I didn't hear that.

8 A. She was going to help my fiancé get into --

9 Q. Oh --

10 A. -- the stage crew for work.

11 Q. Oh, find work.

12 A. Yeah, for the stage crew. So, yeah.

13 Q. I wasn't sure if you were saying find -- f-i-n-d
14 or f-i-n-e-d.

15 A. No. Find.

16 Q. Okay. Okay. Not an ideal situation, but I'm
17 taking your deposition today before I've had a chance to
18 see those documents. It is what it is.

19 MR. FUCHS: We'll figure something out; right?

20 MS. CALVERT: That or, I mean, I don't mind
21 having them printed out if you want to see the receipts.
22 I don't think -- I think it's a couple pages.

23 MR. FUCHS: You know, if --

24 MS. CALVERT: I didn't realize those had not
25 made their way to you.

1 MR. FUCHS: No, I understand.

2 BY MR. FUCHS:

3 Q. Do you have access to the text messages or the
4 e-mails?

5 A. Yeah.

6 Q. How voluminous do you think they are?

7 A. There's only a handful, like a couple.
8 There's -- yeah, like --

9 MS. CALVERT: Maybe four.

10 THE WITNESS: One says the date that I'm going
11 to look for work and I'm working, and I said that I
12 worked -- I worked -- she asked me, What did you work?
13 And I said, Oh, I worked 5:00 to 10:00 -- 5:00 to 10:00,
14 and then I got -- I talked to Kevin and got hired back
15 on Kevin's shift.

16 And then I have one all the way in February 28th
17 of 2015 that I e-mailed the Cupcake Girls, which is an
18 outreach for entertainers when they are either
19 financially in trouble or try to get out of the
20 business.

21 And I was asking them -- because I had an
22 appointment for my tooth, and I needed help now because
23 I had to go use -- you know, look around for other jobs
24 and everything else. So I had told them that I had been
25 fired or demoted or whatever it was.

1 Q. Okay. I'll tell you what: Rather than you
2 trying to describe for me the documents --

3 A. Yeah.

4 Q. -- maybe it would be easier --

5 A. Sure.

6 Q. -- if Lauren can get, you know --

7 A. No problem.

8 Q. -- copies for me --

9 (Discussion held off the record.)

10 BY MR. FUCHS:

11 Q. Rather than you trying to explain, maybe we can
12 get copies and I can ask you about them? Okay?

13 A. Okay.

14 Q. At the end of a -- I don't know if I should say
15 the end of the shift -- at the end of the night when you
16 were done dancing at Cheetah's, was there a checkout
17 process?

18 A. Yes. You had to go and see the house mom. And
19 then she would radio Kevin if it was clear.

20 Q. What do you mean by "clear"?

21 A. Like, if you were clear to leave.

22 Q. Okay. What else was involved in the checkout
23 process?

24 A. I didn't do stage, so I never had to see the DJ.
25 So I would just go to the house mom, and she would say,

1 you know, Coquette, ready to go. Okay, checkout. And
2 then the security people would come and walk you to your
3 car.

4 Q. And that was for your -- your safety?

5 A. I mean, we're in a gated thing in the back of
6 the building. I guess that's safe -- I'm sorry.

7 Q. Well, you'd be surprised. We saw somebody
8 walking around there the other night, so you never know;
9 right?

10 Okay. Do you have any documents -- and I'm
11 sorry if I asked you this. I haven't seen the documents
12 that you've turned over to your counsel yet -- other
13 than the couple of e-mails and text messages and maybe
14 the slips, the checkout slips, do you have anything else
15 at home that might reflect when you performed at the
16 club?

17 A. I do not. But I can tell you that I can get --
18 I am gonna get my work card history, which will say when
19 I started at -- the work card history from the sheriff's
20 department that says all the clubs that you worked at.
21 For the first times that I -- from 1998 that I went back
22 to Cheetah's -- and it should be on there -- it's, like,
23 2011, 2010, right in there, somewhere around in there,
24 and then it was on and off.

25 And then I went out of town to Massachusetts,

1 and came back from that 2014 so -- and then I stayed
2 there full time.

3 Q. Okay. And I assume that if you do get that work
4 card history from the sheriff's department, you're going
5 to share that with your attorneys; right?

6 A. Yes, I will.

7 Q. Okay. During this 11-month period, March of
8 2014 to February 2015, how long prior to March of 2014
9 had it been since you worked at the Cheetah?

10 A. I was in there on and off. I was always on and
11 off. It just depended if one of my girlfriends was over
12 there, she'd say, Hey, let's go, you know. Or if it was
13 a known thing that if your business license expired, you
14 could go work there and they would let you work. So,
15 you know, if you didn't have the money to renew your
16 business license right away and you knew it was coming
17 up, you could go work over there. So it was just on and
18 off, I had to go.

19 Q. Okay. Can you give me -- before March of 2014,
20 when you kind of started back there on a more regular
21 basis, can you give me a sense of how frequently you
22 would perform there?

23 A. Probably three days there; two or three days.
24 That's all.

25 Q. Over what length of time?

1 A. From 2011 till 2015.

2 Q. Okay. So just a few days?

3 A. What do you mean?

4 Q. I'm trying to -- Ms. Hedrick, I'm trying to get
5 a sense of how frequently you worked at the club prior
6 to returning in March of 2014?

7 A. I'd say about three -- three days a week, two to
8 three days a week, so --

9 Q. Oh, okay.

10 A. Uh-huh.

11 Q. You mentioned your friend, Lisa. Was she also a
12 performer or dancer?

13 A. She was.

14 Q. What's Lisa's last name?

15 A. I don't know.

16 Q. Do you know what her stage name is or was?

17 A. Nope, I don't. I just know her by Lisa.

18 Q. When you did perform at Cheetah's, did you have
19 a time of day or night that you typically arrived?

20 A. Whatever time that house fee wasn't going to go
21 up, or whatever -- sometimes I'd get there from, like,
22 9:00 -- between 9:00 and 11:00, any time in between
23 there. 8:00. Maybe 8:00, but anywhere in between
24 there.

25 Q. And could you select the days of the week that

1 you wanted to work?

2 A. Yes, until Scotty said that I couldn't be on his
3 shift.

4 Q. Right. But --

5 A. Prior, yes.

6 Q. But prior to that, you could pick the days that
7 you wanted to work there?

8 A. Yes, sir.

9 Q. And you could determine for yourself how
10 frequently you wanted to dance?

11 A. Yes, sir.

12 Q. And could you decide for yourself what time you
13 wanted to leave the club?

14 A. No.

15 Q. Why is that?

16 A. Because they had a six-hour-minimum stay.

17 Q. Now, my understanding --

18 A. Uh-huh.

19 Q. -- was that it was a minimum of a six-hour stay
20 in order to pay a discounted house fee?

21 A. No. No. Actually, you have to pay to leave
22 early.

23 (Discussion held off the record.)

24 BY MR. FUCHS:

25 Q. Okay. Let's talk about house fees.

1 A. Yes.

2 Q. Do you remember what kind of house fees you paid
3 to perform?

4 A. I do. They would vary, though. Because
5 depending if you, you know, got there sometimes after
6 the cutoff or, you know, I said I went 8:00 to 11:00,
7 sometimes that could be a big difference in a house fee.

8 So it would be 65, 60 -- anywhere between 40 and
9 65, but then I would get taxed an extra \$25 -- there was
10 two reasons: If I came in to work and say I didn't have
11 the 65 right away and I wanted them to front me the 65,
12 then they would tax me an extra 25, and then I had to go
13 off stage, so that's another \$25 off stage.

14 On the days I had my house fee upfront, then it
15 would just be whatever the house fee was, between the 45
16 and 65, plus the \$25 to go off stage.

17 Q. Okay. You just gave me --

18 A. That's confusing.

19 Q. -- you gave me a lot there, so I'm going to
20 drill down a little bit on what you just said. Okay?

21 A. Okay.

22 Q. The \$25 --

23 A. Uh-huh.

24 Q. -- that you claim to have paid for not having
25 the house fee up at the front end of your shift --

1 A. Yes.

2 Q. -- did that have a name to it?

3 A. Offstage fee.

4 Q. Oh, okay. Because I thought -- and maybe you
5 just -- maybe I'm just confused -- I thought you were
6 talking about two different \$25 fees.

7 A. There are. If -- when I went in to work, say, I
8 had no cash on me and I said, I'm here to work, then
9 they would front the 65 -- not give me the cash in hand,
10 they would just put it in a little computer system that
11 I owed my house fee -- I would get taxed 25 --

12 Q. Right.

13 A. -- for not having the \$65 up front, and then
14 also another 25 for offstage fee.

15 Q. So those are two \$25 fees?

16 A. Yes.

17 Q. Okay. The -- what you're describing as a tax --

18 A. Well, I mean, offstage, whatever.

19 Q. I'm trying to get -- figure out the lingo here.

20 A. I don't know. That's just like the fine,
21 whatever you want to call it. Fine. It's an extra fee.

22 Q. It's a fee for not having your house fee --

23 A. Upfront.

24 Q. -- upfront?

25 A. Correct. Correct.

1 Q. Now, the offstage fee --

2 A. Yes.

3 Q. -- was that a required fee?

4 A. Yes, it's required if you don't want to go on
5 stage. You have to pay that.

6 Q. Okay. Maybe we're -- maybe we're not
7 communicating.

8 A. Oh, do I want to go on stage?

9 Q. Let me try again.

10 You paid the \$25 offstage fee to avoid having to
11 dance on stage?

12 A. Correct.

13 Q. But you were not required to -- you could have
14 gone on stage --

15 A. Correct.

16 Q. -- and avoided the fee?

17 A. Yes. Now I understand.

18 Q. Okay. So paying the offstage fee was not
19 something that was required unless you chose not to
20 dance on stage?

21 A. Correct.

22 Q. Okay. So it sounds to me like you preferred not
23 to dance on stage?

24 A. Correct.

25 Q. So you opted to pay the \$25 offstage fee?

1 A. I paid the 20- -- yes, I paid the 25.

2 Q. You could have avoided that fee by dancing on
3 stage?

4 A. If I went on stage, yeah.

5 Q. I'm not sure how much this matters, but was
6 there a particular reason --

7 A. Yes.

8 Q. -- you chose to pay the fee instead of dancing
9 on stage?

10 A. Yes, there was; because I didn't want to be
11 haggled by the DJ for my money, or put up on stage
12 50 million times when they see me on the floor with a
13 customer. That's why.

14 Q. I see.

15 A. It was just getting annoying being constantly
16 called to stage or bothered, you know.

17 Q. Okay. So you made a decision on -- for yourself
18 that you would just prefer not to have that hassle or
19 aggravation of being called to stage when you're talking
20 to customers or what have you --

21 A. Correct.

22 Q. -- and so you said, You know what? Easier for
23 me to pay the \$25 than to --

24 A. Correct.

25 Q. -- deal with the DJ?

1 A. Right. Right.

2 Q. I get it.

3 MS. CALVERT: Can you wait until his question's
4 done?

5 THE WITNESS: Oh, okay.

6 MS. CALVERT: Thank you.

7 THE WITNESS: I'm so sorry. In Boston, we're
8 fast. Sorry.

9 MR. FUCHS: We had a Rhode Islander yesterday.

10 THE WITNESS: I'm so sorry.

11 BY MR. FUCHS:

12 Q. I think you talked about this. I know at some
13 point you took a break from dancing and maybe you went
14 back East for a period of time; is that right?

15 A. I did.

16 Q. Okay. And so you could kind of come and go as
17 you pleased, as long as you had an active --

18 A. If you were active, correct.

19 Q. -- business license?

20 A. And sheriff's card.

21 Q. And sheriff's card?

22 As far as the business license is concerned,
23 that's something you paid for?

24 A. Correct.

25 Q. And it was issued to you by the Nevada Secretary

1 of State, I believe?

2 A. Correct.

3 Q. And you were registering as, what, a sole
4 proprietor or independent contractor?

5 A. It said sole proprier -- or whatever.

6 Q. Proprietor?

7 A. Yes.

8 Q. Hard to say.

9 A. Yes.

10 Q. Have you ever formed your own business?

11 A. Formed my own business. I had a little lingerie
12 thing where I bought out a domain, but nothing -- it
13 wasn't -- like, I didn't take out a license on it or
14 anything; just had a domain. But it wasn't even like a
15 lingerie business like that.

16 Q. Okay. What period of time did you do that?

17 A. I still have a domain for it, but just
18 because -- in case I ever wanted to do lingerie, because
19 I can get it wholesale, so sometimes -- you know, but I
20 don't -- I don't do it. It's just a thought that I
21 might --

22 Q. I see.

23 A. -- develop something.

24 Q. So --

25 A. It was an idea, an entrepreneurship idea, but

1 it's too much work. I don't -- you know, so I had
2 started the steps, but --

3 Q. But never actually sold anything?

4 A. No, nothing -- no.

5 Q. Let's talk about your job duties at Cheetah's.

6 A. Okay.

7 Q. Most dancers, or many dancers, perform on stage.
8 You did not?

9 A. Correct.

10 Q. So that means, I assume, you perform private
11 dances for customers on the floor?

12 A. Correct.

13 Q. And what was the fee that you charged customers
14 for private table-side dances or private dances on the
15 floor?

16 A. They were \$20. Sometimes they were two for 20.
17 Like I said, some days I would come in early, you know,
18 and that special would still be going on or, like,
19 football days, you know. But for the most part, they
20 were 20 on the floor, other than if they're specials or
21 something.

22 Q. Sure. Specials aside, \$20 a song?

23 A. Correct.

24 Q. And that was kind of the standard price for
25 dances?

1 A. That's what the paperwork said, \$20, yes.

2 Q. Okay. And the club established that price?

3 A. That's what it said, yes.

4 Q. Did you have discretion to deviate from that
5 price?

6 A. From the \$20?

7 Q. Right.

8 A. Not on the floor, no. I never did, so --

9 Q. And of course the customer could pay you more
10 than \$20 per song if he wanted to; right.

11 A. If he wanted to give you money, I'm sure he
12 could.

13 Q. Did you ever dance in VIP?

14 A. Yes.

15 Q. Were you required to dance in VIP?

16 A. Well, if they have customers coming in and the
17 customer wants to go to VIP, you're going to go to VIP.

18 Q. Well, that's because it was an opportunity for
19 you to make money performing for the customer in VIP;
20 right?

21 A. We could make money there, yes. You can make
22 money on the floor too.

23 Q. But the club didn't require you to go to VIP if
24 you didn't want to; correct?

25 A. What do you mean by what they required? I

1 don't --

2 Q. Meaning, if a customer asked you -- invited you
3 to VIP and you didn't feel like performing for that
4 customer for some reason, you didn't like his behavior
5 or --

6 A. His body odor.

7 Q. Right. You could --

8 A. Yeah, you could say no for something like that.

9 Q. And along those lines, you could pick and choose
10 the customers for whom you wanted to perform?

11 A. Not always you could pick and choose.

12 Q. Well, help me understand that. I mean, wouldn't
13 you be the one going up to customers and asking --

14 A. They --

15 Q. -- if they want to dance?

16 A. They don't -- if they give you access. If you
17 haven't upset them or not paid them. There were times
18 where I didn't have access to customers.

19 Q. Can you give me an example?

20 A. Well, for instance, let's say I didn't -- there
21 was one night where the night before I had had a really
22 good night in the VIP -- really good night -- and I had
23 only given Kevin 10 percent. I'm not sure what the
24 girls had. The next day I came in, I was standing at
25 the podium right over there, and the host came up to me

1 and said, You're not allowed to stand over here. You've
2 got to go sit down.

3 Or, say, for instance, the VIP room -- the VIP
4 bottle area, sometimes they just rope it off and they
5 won't let you up there. They'll pick whoever they want
6 on those days.

7 Q. Let's talk about the fees that you charge
8 customers for performing in VIP.

9 A. Okay.

10 Q. Do you remember what the fee schedule or fee
11 range was?

12 A. I believe it was two drinks minimum for the \$100
13 for the 15 minutes. And then on the half an hours and
14 the hours, they changed all the times, but I know that
15 there's a bar tab and then there's the minimum. And if
16 you want to run more money, then you need to -- they
17 want you to have -- have the customer pay a much higher
18 bar tab.

19 Q. Okay. I'm less interested in the bar side of
20 it --

21 A. Uh-huh.

22 Q. -- than I am the fees that you earned from
23 dancing in VIP.

24 A. Okay.

25 Q. So with that, was it -- the hundred -- if

1 somebody just wanted to pay \$100 --

2 A. Uh-huh.

3 Q. -- what would that get them, three songs or
4 15 minutes?

5 A. It's usually three songs, 15 minutes; works out
6 to be about the same.

7 Q. Okay. And do you remember what you charged
8 customers for 30 minutes?

9 A. It was in between 2- and 300; probably was 2-.

10 Q. And how about for 60 minutes?

11 A. For the hour, I think it was anywhere between 3-
12 and 5-. It might have been 5-. But it changes. It
13 could be 4-, it could be 5-, you know.

14 Q. And when you say "it changes," is it something
15 that the club dictates, or you had discretion to --
16 within a certain range to charge customers?

17 A. They dictate that.

18 Q. The club?

19 A. Yes.

20 Q. And how often would you say you performed -- or
21 how frequently would you say you performed in VIP? At
22 least once a shift?

23 A. Yeah, definitely. Yeah.

24 Q. Sometimes more than once a shift?

25 A. Probably, maybe. It could be more. You never

1 know, you know.

2 Q. I understand that.

3 A. It's so -- I could be on the floor all night and
4 make VIP money. You don't know.

5 Q. Right. So the frequency varies, and I assume
6 the length of time that you're spending in VIP varies;
7 right?

8 A. Yeah.

9 Q. It just depends on the customer really?

10 A. Correct.

11 Q. Is it fair to say that if you were on your
12 average week -- and I'm talking about this most recent
13 period of time, the most recent 11 months, the last
14 11 months that you worked -- you would be in VIP at
15 least three or four times a week?

16 A. I can't say that, because you never know. I
17 mean, if I was in VIP three or four times a week with
18 three or four different customers, it doesn't mean I
19 could be in VIP one time a week with one customer for
20 20 hours. You see what I'm saying? You just don't
21 know.

22 Q. And I understand that. I guess what I'm looking
23 for is more your sense of an average in terms of what
24 you worked.

25 A. You cannot really -- you can't know because it's

1 so hit or miss. You just -- you know?

2 Q. I know that on any given night you never know.
3 But if you were to look backwards in time and recall the
4 11-month period that you worked there, you might have
5 some sense of how many hours or how frequently you
6 visited?

7 A. I visited VIP all the time. You know, unless
8 there was something else going on the floor, there were
9 times where I didn't go.

10 Q. Is that fair to say you made some pretty good
11 money working in VIP?

12 A. I do make good money working VIP, but I can make
13 good money on the floor too.

14 Q. Okay. Well, let's talk about that, then.

15 Can you tell me on average much how you earned
16 per visit to the club?

17 A. I can't, because it's just so different every
18 time. Every time.

19 Q. Okay. I understand that. Can you give me a
20 range?

21 A. I can't, because there's just so many different
22 times.

23 Q. So you can't -- you're unable to even give me a
24 high and a low of what you earned from dancing on any
25 given night?

1 A. Some -- it could be anything. It could range
2 from zero to be 7,000. You never know. You just don't
3 know. You could hit 7,000 and then not make money for a
4 whole week. You just don't know.

5 Q. Did you ever make 7,000 a night?

6 A. I have.

7 Q. How frequently would that occur?

8 A. I don't know; maybe a couple times.

9 Q. Was that your high watermark for earnings in a
10 given night, in a single night?

11 A. I didn't have a higher earning mark. I just
12 called it a blessing, you know.

13 Q. Well, I understand that. But it seems to me
14 that if you had a really big night, you might remember
15 what your high watermark was.

16 A. What's a high watermark?

17 Q. Oh, sorry. I assumed you understood what I
18 meant by that.

19 A. I don't understand what that is.

20 Q. Well, I'm glad that you asked.

21 A. I'm, like, what is that?

22 Q. I'm sorry. What's the most you ever earned in a
23 given night?

24 A. At that particular place?

25 Q. Yes.

1 A. At that particular place was -- it would be in
2 the records anyway, 7,000.

3 Q. And what's the least amount you ever earned?

4 A. Zero.

5 Q. And how often would that occur?

6 A. Zero can occur just as much as good night can
7 occur. They could be equally -- equally the same.

8 Q. Okay. Maybe you're misunderstanding me.

9 A. Okay.

10 Q. I'm not asking you a hypothetical question about
11 what could occur.

12 A. Yeah.

13 Q. I'm asking you how often it did occur.

14 A. I don't know. That one time I had the 7,000,
15 that's the only one time that I made 7,000 there.

16 Q. Okay. Now I'm asking you about the zeros. How
17 many times did you earn zero?

18 A. There were a few -- a lot of nights, actually.
19 It could happen throughout --

20 Q. I'm sorry. I don't want to hear the word
21 "could," because I know anything can happen or could
22 happen. I'm interested in what actually happened.

23 A. I had a lot of zero nights. I mean, I can't
24 remember, like, how many zero nights. I didn't write
25 them down. I don't recall.

1 Q. Okay. That's -- well, then, that's your answer,
2 you don't recall.

3 A. I don't recall.

4 Q. Okay. I just wanted to avoid this trap of --

5 A. Yeah.

6 Q. -- this pitfall --

7 A. Okay.

8 Q. -- you kept saying, Oh, it could happen. I know
9 it could happen.

10 Okay. So there were nights that you performed
11 at the club where you earned nothing?

12 A. Yes.

13 Q. And were there nights that you performed at the
14 club where you paid more in house fees than you earned
15 from dancing?

16 A. What does that -- I don't understand.

17 Q. Meaning, did you suffer a net loss or negative
18 from -- meaning, you had to pay \$65 to work --

19 A. Yes. And then --

20 (Discussion held off the record.)

21 BY MR. FUCHS:

22 Q. Were there occasions where you paid a house
23 fee -- let's say \$65 -- and you earned zero from
24 dancing --

25 A. Yes.

1 Q. -- so you suffered a net loss for the night?

2 A. We call it a negative.

3 Q. I'm happy to use that term.

4 A. That's what we call it, a negative.

5 Q. I'm happy to use that terminology.

6 How frequently or how often do you think you
7 suffered a negative night?

8 A. I have to think about it, because I don't recall
9 in my head. I'd have to really think about that
10 question.

11 Q. Did it happen more than once?

12 A. It did happen more than once.

13 Q. Do you think it happened more than a dozen
14 times?

15 A. Over the course of how long? The whole 2011 to
16 2015? What --

17 Q. The last 11 months that you were there.

18 A. More than a dozen times? I'd say yeah, because
19 it could happen at least -- at least once or twice or
20 three times a month. You don't know. You know, I
21 say -- there could be a week of negative. I've worked
22 four days in a row and had a negative four days and just
23 been, like, what is going on, you know.

24 Q. Okay. So would you agree with me, then, on any
25 given night that you went to work at the Cheetah's, you

1 never really knew what was going to happen in terms of
2 how much money you were going to make?

3 A. You don't know.

4 Q. And you understood that there was some risk
5 every time you went to work you might not make any
6 money?

7 A. Nope. Yep, I did.

8 Q. And you were willing to assume that risk because
9 you knew that some nights you could have a huge night
10 and you could make \$7,000?

11 A. Some nights you could.

12 Q. So you had to make a business decision for
13 yourself, kind of weighing the pros and cons of whether
14 you were going to go in on a given night, because you
15 never knew what kind of business you were going to do?

16 A. You don't know what kind of business you're
17 going to do. Sometimes there's things in town;
18 sometimes there's not. You don't know.

19 Q. Of course you could, if you wanted to, say,
20 Well, I know there's a convention going on in Las Vegas
21 on these nights, so I'm going to make sure to hit the
22 club on those nights; right?

23 A. You could, but sometimes those don't even work.
24 Sometimes convention nights you just --

25 Q. You struck out. I get it.

1 But that was all part of the calculus that you
2 did in your head in terms of whether to go on a given
3 night --

4 A. I didn't really calculate it. I just wanted to
5 pay my bills and show up to work.

6 Q. I know. But at some point you had to make a
7 decision what nights you were going to work and what
8 nights you weren't.

9 A. Well, basically when my bills were due, a couple
10 days before, that's when I would go.

11 Q. Ahhh. So if I understand what you're saying,
12 part of the scheduling process for yourself was figuring
13 out when your bills were going to be due and so you had
14 enough money on hand to pay your bills?

15 A. You have to work regularly to pay your bills.
16 Everybody does.

17 Q. Well, I guess that depends on what kind of bills
18 you have; right?

19 A. Uh-huh.

20 Q. When you did leave the club with cash, what was
21 your habit or custom for -- what did you do with the
22 cash? Did you put it in the bank? Did you put it in a
23 shoebox at home? What was your habit?

24 A. I'd just bring it home. I didn't put it in the
25 bank or anything.

1 Q. Okay. You kept it on hand?

2 A. Kept it on hand.

3 Q. Are you familiar with G-bucks?

4 A. Yes.

5 Q. What are G-bucks?

6 A. That's the funny money.

7 Q. And what are they used for?

8 A. When a customer makes a credit card transaction
9 and they don't pay in cash, they go to the cashier, and
10 that's how they get the G-bucks.

11 Q. Okay. So if I understand what you're saying,
12 it's a way for customers to purchase dances from dancers
13 with using their credit card?

14 A. Yes.

15 Q. Particularly if they may not have access to
16 cash? Meaning, if I go into the club and I don't have
17 cash and I've maxed out my limit on the ATM, I could use
18 my credit card --

19 A. You can.

20 Q. -- to purchase G-bucks?

21 A. Yes.

22 Q. And so that was a means for customers to pay you
23 for VIP services or for floor dances?

24 A. Yes.

25 Q. And how often were you accepting G-bucks for

1 payment? Every night, or was it less frequently?

2 A. I don't know. Some nights it was cash; some
3 nights it was G-bucks.

4 Q. Okay. And it's my understanding that when --
5 would you take whatever G-bucks you had accumulated at
6 the end of the night and go to the cashier to redeem
7 them for U.S. currency?

8 A. Yes.

9 Q. And I understand that there was a fee for that?

10 A. Yes.

11 Q. Do you remember what the fee was?

12 A. From the credit card transaction?

13 Q. Yes.

14 A. It was somewhere between at least 10 to
15 13 percent. I'm pretty sure it was something like.
16 Like if it was -- let me think. I think if it was
17 like -- I can't remember.

18 Q. Okay. Let's use 10 percent just because it's a
19 rounder number. So if you went to the window or cashier
20 with \$110 worth of G-bucks, you would get \$100 in cash
21 back?

22 A. If I went with what? How much?

23 Q. 110.

24 A. I think it was 110 or a little bit more than
25 that.

1 Q. Okay.

2 A. But if I cashed out 100 in the funny money, I
3 wouldn't get the full 100 back, no.

4 Q. Okay. Well, that's what I was trying to --

5 A. Maybe it was 88 or something like that,
6 somewhere. I don't know.

7 Q. I was going the other direction. If you walked
8 up to the cashier with \$110 in G-bucks, you'd get about
9 \$100 in cash back?

10 A. I don't think you can do 110 in G-bucks. I
11 think it has to be 120.

12 Q. You're fighting with me on the numbers. I'm
13 just --

14 A. I know. I'm just trying to be accurate for you,
15 because you asked me a question.

16 Q. And I appreciate that. I'm trying to get a
17 sense of how it worked. Okay?

18 If you handed in \$120 worth of G-bucks, would
19 you get around \$105 back in cash?

20 A. Yeah, then you would get it back; you would get
21 the cash back.

22 Q. And you would know in advance whether or not a
23 customer was going to be paying you in cash or with
24 G-bucks; correct?

25 A. Would it be, like, would I ask them?

1 Q. Right.

2 A. Yeah. I would say yeah.

3 Q. Okay. And when a customer chose to pay you
4 using G-bucks, you obviously knew in your head you
5 weren't going to be getting 100 cents on the dollar;
6 right?

7 A. Right.

8 Q. Would you ask that customer to pay a little bit
9 more to cover the charge that you were going to have to
10 pay the club to redeem the G-bucks for cash?

11 A. The cashier would mention it.

12 Q. To the customers?

13 A. She would mention it. Sometimes say, Would you
14 like to tip? Because they can tip for the house too,
15 not for me. Whenever they do funny money, there's a
16 slip and it says, Tip, and it will always say this tip
17 goes to the managers and floor hosts, and then they'll
18 have -- and then it will say, If you'd like to tip the
19 girl, it's going to be 120. Like, if it's 100, it's 120
20 anyways. So if they want to pay my 10 percent, it's
21 going to cost them 140.

22 Q. Got it.

23 A. I'm pretty sure that's how it goes.

24 Q. Okay. And that's a conversation that would
25 occur between the G-bucks girl and the customer, or

1 that's a conversation that you would have with the
2 customer?

3 A. I would have that conversation with them too.

4 Q. Okay. And so if a customer is using their
5 credit card to purchase G-bucks --

6 A. Uh-huh.

7 Q. -- would you ever ask or encourage the customer
8 to pay your fee to redeem the G-bucks?

9 A. I could ask, and I might have -- I could ask. I
10 wouldn't ask every time, but I have asked.

11 Q. Was that -- from your experience, was that a
12 common occurrence for the customer to pay the extra
13 money that you would have to pay?

14 A. No, not really.

15 Q. But sitting here today, you -- I assume you
16 couldn't venture a guess as to how often a customer
17 picked up the fee that you would have to pay the club to
18 redeem the G-bucks?

19 A. No.

20 Q. Okay. You don't have a sense of what -- you
21 know, how often that happened?

22 A. I couldn't even remember somebody's face
23 tomorrow if they walked in the door.

24 Q. So is it fair to say, then, you could not
25 venture a guess as to how much you had to pay the club

1 out of your pocket for the G-buck transactions?

2 A. What does that exactly mean? I know that every
3 time I had a G-buck transaction, they would take between
4 10 and 13 percent --

5 Q. Right.

6 A. -- and then I would also tip 20 percent of my
7 own money. Sometimes 10.

8 Q. You lost me on that last part. Who are you
9 tipping?

10 A. Who am I giving my money to? To the managers
11 and Scotty and Kevin.

12 Q. Okay. I think we got a little off-track there.

13 A. Because you're asking for all these fees, so I'm
14 confused.

15 Q. I'm talking about G-bucks transactions.

16 A. Okay.

17 Q. That's all I'm talking about right now.

18 And you've already told me you've paid between
19 10 and 13 percent to exchange your G-bucks for
20 U.S. currency. I got that.

21 A. I know it's nowhere less than 10 percent. It
22 can't be less than 10 percent; it could be more.

23 Q. Okay. I'm with you there. Here's my question:
24 If you had to figure out how much you were out of pocket
25 to pay that 10 to 15 percent that you're talking about,

1 could you figure that out?

2 A. Over the course of the whole 18 months or
3 just --

4 Q. Yes.

5 A. -- at that -- over the course of the 18 months,
6 absolutely not. I don't --

7 Q. No way of figuring that out.

8 A. I couldn't even tell you what day, no.

9 Q. You've purchased your own costumes?

10 A. I did.

11 Q. And you were not reimbursed for those expenses;
12 right?

13 A. No, sir.

14 Q. And from whom did you purchase costumes, from
15 the house mom or from someone else?

16 A. I purchased them from all over. But they did
17 have a lady that came in that I might have bought a
18 couple things off of.

19 Q. Okay. So you basically had a choice. You could
20 purchase your own on the outside, or if you wanted to
21 purchase them inside the club, you could do that as
22 well?

23 A. Correct.

24 Q. Okay. And I assume she had some -- the one in
25 the club had some variety of costumes you could choose

1 from?

2 A. She had stuff; yes, she did.

3 Q. Okay. How much would you say you spent on
4 costumes?

5 A. I don't know.

6 Q. Could you estimate for me how much you spent in
7 a -- over the course of a month?

8 A. I cannot.

9 Q. Can you tell me how frequently you purchased new
10 costumes?

11 A. I can't.

12 Q. Can you tell me how much you spent per costume?

13 A. It varies. It's never under \$20. You're not
14 going to get anything for under 20. I can tell you
15 that.

16 Q. I wouldn't think you could.

17 A. Yeah, so --

18 Q. But that was an expense item that you had as a
19 dancer. You had to keep at least a stock of a certain
20 number of costumes on hand; right?

21 A. You need to keep some stock, yes. I don't know
22 if you need a certain number but you need --

23 Q. Right.

24 A. -- to have stuff.

25 Q. You can't just have one costume?

1 A. Some girls do, but I didn't. I'm not --

2 Q. Let's try to keep it with you. Okay?

3 A. Okay.

4 Q. So you had a locker with more than one costume?

5 A. I do have more than one costume?

6 Q. Okay. Probably had at least five costumes at
7 any given time; right?

8 A. It's possible, yes.

9 Q. Let's talk about shoes.

10 A. Okay.

11 Q. You bought your own shoes?

12 A. I did.

13 Q. Dancer shoes?

14 A. Correct.

15 Q. Okay. What did you pay for a pair of dancer
16 shoes?

17 A. Dancer shoes will never be under \$40, so 40 and
18 up.

19 Q. And assume -- but you can correct me if I'm
20 wrong -- you had more than one pair of shoes?

21 A. Correct.

22 Q. Dancer shoes, I'm talking about?

23 A. Correct.

24 Q. And you probably kept a few pair in the locker
25 at Cheetah's?

1 A. Yes.

2 Q. So that was a recurring expense. I assume shoes
3 don't last forever --

4 A. No.

5 Q. -- and you have to replace them from time to
6 time?

7 A. Yes.

8 Q. Okay. I assume you purchased and selected your
9 own cosmetics, perfumes, things of that nature?

10 A. Yes.

11 Q. How much did that run you?

12 A. The -- it varies.

13 Q. I understand that. I'm looking for an average
14 cost.

15 A. For what, for makeup?

16 Q. Makeup, perfumes?

17 A. I mean, makeup -- a foundation is anywhere
18 between \$30 and up. Perfume, you're not going to get a
19 good perfume under \$40, so I'd say somewhere -- anywhere
20 between there and up.

21 Q. Okay. And how frequently would you have to
22 replace that sort of stuff?

23 A. It just depends on how much I use it.

24 Q. Yeah, I get that. I'm trying to get a sense of
25 how frequently you did?

1 A. I don't know.

2 Q. Okay. But that was not -- that was an ongoing
3 expense as when you were a dancer?

4 A. It would be ongoing, yeah. Shoes -- I would say
5 for shoes, probably like every couple months, you know.
6 That one I remember, so --

7 Q. And you also had other expenses when you were a
8 dancer; right? For, like, hairstyling --

9 A. Yes.

10 Q. -- nails?

11 A. Yes.

12 Q. Okay. What did that -- how much did that run
13 you?

14 A. Well, my hair, I know because I have to do it
15 every month. So my hair is, like, between 50 and 100.

16 Q. Per month?

17 A. Yeah, because it's blond. Yeah, 50 to 100 a
18 month on hair.

19 Q. What about nails?

20 A. Nails is about anywhere between 40 and 70
21 depending on what you want done.

22 Q. Sure. And how frequently did you have that
23 done?

24 A. Once a month for hair and nails.

25 Q. And again, these are all things you're out of

1 pocket for; right?

2 A. Yes.

3 Q. Meaning, you're not being reimbursed?

4 A. No.

5 Q. Any other types of expenses that you can recall
6 from when you were a dancer that you had to pay?

7 A. When you say "expenses," like what are you --
8 what kind of expenses are you looking for?

9 Q. Well, things like we're talking about:
10 Costumes, hair, makeup --

11 A. Nails.

12 Q. -- I don't know, a gym membership?

13 A. Ummm -- I had a membership -- no, I didn't at
14 that time. That was way before; so no.

15 Q. Cosmetic surgery?

16 A. Nope. Nope.

17 Q. When you performed at Cheetah's, could you, if
18 you wanted to, work a daytime job?

19 A. Like a day job?

20 Q. Yeah.

21 A. I could have.

22 Q. And I think you touched on this: You could have
23 attended school during the day if you wanted to?

24 A. I could have.

25 Q. And you were allowed to consume alcohol when you

1 performed?

2 A. I did not, but you were allowed to.

3 Q. Were you allowed to smoke cigarettes?

4 A. I did not, but you can.

5 Q. No food service at the Cheetah; right?

6 A. No.

7 Q. In terms of performing dances -- I know you
8 didn't do stage -- but when you're on the floor and VIP,
9 obviously there are some vice rules, City rules, Metro
10 rules that you -- certain things that you can and cannot
11 do, correct, in terms of dancing?

12 A. I'm not familiar -- I'm familiar with no
13 prostitution.

14 Q. Right.

15 A. That's what I'm familiar with.

16 Q. Are there certain rules or restrictions where
17 the City says you can't move a certain way, bend over a
18 certain way, put your feet up, anything like that?

19 A. I don't know. I just know no prostitution.

20 Q. Okay. So is it fair to say, then, that you
21 were -- you could pretty much dance how you chose to
22 dance either on the floor or on the -- in VIP?

23 A. No prostitution.

24 Q. Right. But other than that, anything goes;
25 right?

1 A. When you say "anything goes," what are you
2 talking about? You're talking about, like --

3 Q. I'm talking about how you chose to dance for a
4 customer.

5 A. I don't -- like, what did you mean? Like --

6 Q. You could dance how you wanted to dance.

7 A. I could dance how I want to dance, yes, with no
8 prostitution.

9 Q. Obviously. And the club made it very clear with
10 signage and things like that, prostitution is illegal
11 and not tolerated, that sort of thing?

12 A. Correct. I mean, no excessive grinding,
13 obviously. I mean --

14 Q. Okay.

15 A. -- things like that. You're not going to be
16 putting your boobs or something -- you know, try to do
17 something with them.

18 Q. Right.

19 A. I don't know if that's considered prostitution,
20 but --

21 Q. Yeah. Well, and so there were certain things
22 that you just kind of knew that you could and couldn't
23 do; right?

24 A. Yeah.

25 Q. I guess touching was discouraged?

1 A. Yeah.

2 Q. Prohibited?

3 A. I don't know about prohibited. I don't know
4 exactly what --

5 Q. Discouraged; right?

6 A. I would say so, yes.

7 Q. And -- okay, I think you answered that.

8 And you also -- I think you said earlier you
9 could opt out of stage rotation by paying the fee?

10 A. Yes.

11 Q. When you went with a customer to VIP, was it a
12 negotiation in terms of how much the customer was going
13 to pay, or was it just a set rate that you charged the
14 customer, whatever the rate was at the time?

15 A. It was a set rate.

16 Q. Okay. So there was no horse trading? You're
17 saying, Oh, well, I'll pay you 2 -- how about if I pay
18 250 for an hour?

19 A. No.

20 Q. Okay. And you were free to sit and mingle with
21 the club's customers?

22 A. Free to sit and mingle? Ummm -- when they
23 weren't, you know, making obstacles in your way, yes.

24 Q. But that's how you solicited dances from
25 customers, right, by approaching them and talking to

1 them and introducing yourself?

2 A. I did, yes. Sometimes they'd just walk into me.
3 Sometimes I could just stand there and they would
4 approach me, so --

5 Q. Right. In each of the calendar years that you
6 performed at the Cheetah, did you file a federal income
7 tax return?

8 A. I filed income taxes -- I believe it was 2010,
9 2011. '13, no. I -- I tried to get them, but can't get
10 them. A few years. But not -- I don't know if I -- I
11 just said entertainment, so that was it. I don't --

12 Q. I'm not sure I fully understood your answer.
13 So you filed income tax returns in 2010?

14 A. Yep.

15 Q. 2011?

16 A. Yep.

17 Q. What about 2012?

18 A. I think I did, yes. Yes.

19 Q. You said 2013 no.

20 A. Wait. I did file 20- -- yes, 2013, yes.

21 2014, I prepared but I didn't send it in, so I
22 just had actually spoke with them about that.

23 Q. Who's "them"?

24 A. The IRS.

25 Q. Okay. That's what I thought you meant.

1 A. Yes.

2 Q. Okay. 2015, did you file an income tax return?

3 A. That one I have to file because -- I don't
4 remember. But I -- it's one of the two that I prepared
5 it and I thought my accountant sent it in, but he did
6 not. That's what I thought that he would send it in; so
7 he didn't and it was in storage, actually.

8 Q. But you're not sure exactly which year that is?

9 A. Yeah, I'm not sure, so --

10 Q. Okay. Whatever year it was -- the other year,
11 2014 or '15 -- did you file?

12 A. No, I did file 2015, actually. I believe that
13 it was 2015, yep.

14 Q. So 2014 was the year that didn't get filed?

15 A. Correct. But I have it prepared, so -- by my
16 account- -- same accountant.

17 Q. Okay. And who is your accountant?

18 A. George. I don't know his last name.

19 Q. Okay. That doesn't help me too much.

20 A. I know.

21 Q. Do you know the name of the tax preparing
22 office?

23 A. It's his -- he's -- it's him, himself.

24 Q. Okay. It's his own --

25 A. Yeah.

1 Q. -- his own business?

2 A. Correct.

3 Q. Not like an H & R Block or something?

4 A. No. No.

5 Q. And do you have copies of any of these returns
6 that you filed?

7 A. I do not.

8 Q. Do you have the ability to obtain copies?

9 A. I do not, because I called the IRS and they said
10 no, past three years old. For whatever it is, they
11 don't have them.

12 Q. Okay. And when you filed those income tax
13 returns, did you declare or report your earnings from
14 dancing?

15 A. I did.

16 Q. Okay. Then let's talk about your earnings from
17 the Cheetah's, from the Cheetah, or Cheetah's.

18 A. Okay.

19 Q. How did you go about reporting your earnings
20 from Cheetah's?

21 A. Which year? Any of the years? I just reported
22 it as the whole entertainment.

23 Q. I'm not sure I understand what you mean by that.
24 Meaning --

25 A. That's what my tax accountant did. He's the

1 accountant. He's the one who filed them for me.

2 Q. Or not.

3 A. Yeah. I thought he was going to send it in.

4 Q. Okay. My question -- I think I know what you
5 mean, but I just --

6 A. Uh-huh.

7 Q. -- need to hear it from you. When you say you
8 report it all as entertainment, do you mean whatever
9 club you happened to have been working at, you --

10 A. I just said entertainment, yeah.

11 Q. Okay. So you didn't distinguish between --

12 A. No.

13 Q. -- the various clubs.

14 A. No. We just put entertainment.

15 Q. And did you get any sort of wage statement from
16 Cheetah's?

17 A. No.

18 Q. You know what I mean by "wage statement"; right?

19 A. Like, what, like --

20 Q. Like, a Form 1099?

21 A. Not that I recall, no.

22 Q. Have you ever gotten a state wage -- a year-end
23 wage statement from any of the clubs that you performed
24 at?

25 A. Centerfolds, I have a 1099.

1 Q. Okay. Any other club?

2 A. No. Not that I recall, no.

3 Q. Okay. So when you -- when you were working with
4 your accountant in any of these couple years that we've
5 been talking about, how would you go about telling your
6 accountant how much you had earned?

7 A. How would I go about it? I would tell him, and
8 then he would -- he would put it in there. I don't know
9 how he files taxes.

10 Q. No, you misunderstand my --

11 A. Okay.

12 Q. You're misunderstanding me. I'm not asking you
13 about the process of filing. I'm asking you about how
14 would you inform the tax preparer or accountant how much
15 you had earned each year?

16 A. How would -- I would tell him.

17 Q. Okay. Based upon your memory of what you had
18 earned?

19 A. Based upon my memory, based upon -- yeah, my
20 bills and everything, yes.

21 Q. What do you mean your "bills"?

22 A. Because I have to pay my bills. My monthly
23 bills are, say, \$6,000, then I better make more than
24 that.

25 Q. I see.

1 A. If they're 4,000, if they're 2,000, I better
2 make more than that to cover my bills and survive or I'm
3 going to be homeless.

4 Q. I see. So is it fair to say that you would
5 share with your accountant how much you earned from
6 performing based upon a combination of what you recall
7 earning and based upon what you know your expenses --
8 monthly expenses to be?

9 A. Yes.

10 Q. But you didn't provide any sort of documentation
11 to him reflecting what you had earned?

12 A. Back then I had receipts. I don't have any of
13 that anymore.

14 Q. And when you say "receipts," you're talking
15 about for your expense items?

16 A. Expenses, all that. Rent, everything. Don't
17 have any of it anymore.

18 Q. But you never got receipts from your earnings?

19 A. Not from -- just the dance dollar receipts, but
20 don't have -- they fade.

21 Q. And by the "dance dollar receipts," you're
22 talking about the house fee forms?

23 A. No. I'm talking about when they pay you with a
24 credit card, they give you a slip as to how much money
25 they pay you.

1 Q. Ahhh, I see.

2 A. Yeah.

3 Q. Okay. But you don't still -- you don't have
4 those anymore?

5 A. No. Nope. Don't have them.

6 Q. Okay. When you did your taxes -- and I know
7 you're not an accountant --

8 A. No.

9 Q. -- did you share with your accountant the
10 expenses you incurred for things like costumes and shoes
11 and thing of that nature?

12 A. I did.

13 Q. And do you know whether your accountant deducted
14 those expense items --

15 A. He did.

16 Q. -- to decrease your tax liability?

17 A. He did.

18 Q. So you were itemizing your expense items on your
19 tax returns?

20 A. I gave him the receipts and that's what he did.

21 Q. Do you know whether in the tax returns that you
22 filed you identified yourself as a self-employed
23 entertainer?

24 A. I don't recall, because I didn't even -- I don't
25 have the returns. So I don't remember which one is --

1 which form it was.

2 Q. Sure. So if I asked you whether you completed a
3 Schedule C, that wouldn't mean anything to you?

4 A. I don't know what this is. No idea.

5 Q. But you know that tax returns do ask for your
6 occupation; right?

7 A. Right. And I put entertainment.

8 Q. And when you informed or shared with your
9 accountant your earnings from performing at a club like
10 the Cheetah, is it your testimony that you fully
11 disclosed the extent of your earnings with your
12 accountant?

13 A. What do you mean by that, exactly?

14 Q. Like, tell him honestly how much you had earned
15 from performing.

16 A. I gave him all the information, and then he came
17 up with the numbers from what I gave him.

18 Q. I understand that. My question was a little
19 different. Did you -- were you candid and forthright
20 and honest with your accountant about how much you had
21 actually earned?

22 A. Yes. I had disclosed with him the papers, and
23 that's what he had -- that's what he had put on there.
24 So yes.

25 Q. I don't -- I'm not trying to belabor this point.

1 Your answer seems to say about giving him papers. I'm
2 not concerned about papers.

3 A. Receipts, stuff like that.

4 Q. I understand that?

5 A. Okay.

6 Q. My question's a little different.

7 A. Uh-huh.

8 Q. When you told your accountant how much you had
9 earned from performing at Cheetah's, did you honestly
10 tell him the amount of money that you had earned?

11 A. Yes.

12 MS. CALVERT: Objection to form. It gets --

13 If you understand the way he's asking --

14 THE WITNESS: I don't. Was he --

15 BY MR. FUCHS:

16 Q. I'm trying to figure out if you disclosed to
17 your accountant all the money you earned or whether you
18 underreported how much you earned.

19 A. Well, I disclosed with my accountant.

20 Q. What you had actually earned?

21 A. What I'm earning, yes. I don't -- I really
22 don't understand.

23 Q. Are you familiar with the concept of a tip-out?

24 A. Yes.

25 Q. Let's talk about tip-outs at Cheetah's.

1 Your recollection, who are you required to tip
2 out.

3 A. House mom, the manager, the floor host. They
4 kind of pooled together, I'm pretty sure, managers and
5 floor hosts. And the valet.

6 Q. Anyone else?

7 A. Cashier. I've got house mom, cashier. I don't
8 do the DJ because I -- I don't know. At some clubs they
9 include it in your house fee, like even if you're
10 offstage. Like, say, your house fee is 45; they'll take
11 15 of it and give it to the DJ, and you still pay the
12 offstage fee. Some places it works like that. I don't
13 know if that's how they did it there.

14 Q. Okay.

15 A. So I never paid a DJ, so --

16 Q. Okay. Right now -- right now I'm only
17 curious -- I'm only interested in Cheetah's. Okay?

18 A. Okay.

19 Q. Okay. Now, these tip-outs that we're talking
20 about, I consider them separate from the house fees.

21 A. Uh-huh.

22 Q. Is that -- is that how you consider them?

23 A. Yes.

24 Q. Okay. The house fees that you paid -- I think
25 you talked about a range of house fees -- do you know

1 how that -- what that money, the house fee money, went
2 towards?

3 A. I do not.

4 Q. Okay. So you don't know what that was used for?

5 A. I heard once or twice that the managers get
6 something off of the house fees, but I'm not sure.

7 Q. Okay. So that's --

8 A. But I have heard it.

9 Q. Okay. So what -- how much did you regularly tip
10 the house mom?

11 A. I would tip her between 5 to \$20.

12 Q. And what determined how much you would tip her?
13 Was it a function of how well you did that night, or
14 some other factor?

15 A. It would determined on if I wanted to come to
16 work the next day and not be stalled to get into work.
17 Or some days she just wouldn't talk to me, and then I'd
18 just get tired of just being kind of, you know, not
19 talked to or not respected, so then I would just give
20 her a little more and then she would be respectful.

21 She didn't do anything but sit there. There was
22 really not a reason to tip her, other than you want her
23 to respect you. There's nothing else really for her to
24 do.

25 Q. Okay. So you made a decision about how much to

1 tip her based upon what would make your life a little
2 easier at the club?

3 A. That's right.

4 Q. Okay. Were you required to tip the house mom?

5 A. Yes.

6 Q. How do you know that?

7 A. Well, because if you want to get out of there
8 quicker, you -- it's, like, required. Like, how you
9 want her to look at her stuff, you want her to check you
10 in. If you don't tip and you go by two days not
11 tipping, on the second day, I guarantee you she's going
12 to put everybody ahead of you and you're going to be at
13 the end of the line, even if you came in first.

14 Q. Okay. Ms. Hendrick (sic) -- Ms. Hedrick, excuse
15 me -- I know you probably felt like you were required to
16 tip the house mom because it made your life easier as a
17 dancer.

18 A. It did.

19 Q. My question's a little different.

20 A. Okay.

21 Q. My question is, did the club require you to tip
22 the house mom?

23 A. If you want -- well, I'd say yes, because if my
24 life wants to be easy, then it's required.

25 Q. Okay. So -- just so we're on the same page

1 here, you felt you were required to tip the house mom
2 because it made your life easier, but there was no club
3 rule which mandated that you tip --

4 A. Well, she had a big tip jar right there, so I
5 would say she wanted a tip. It says "Tips," a big tip
6 jar. She would say, I'm not making any money tonight,
7 and then just ignore you, so --

8 Q. Ms. Hedrick there's no doubt in my mind that she
9 wanted a tip, but that's not my question. My question
10 is whether the club forced you to tip?

11 A. Yes.

12 Q. And at least that's how you felt because it made
13 your life easier if you tipped the house mom?

14 A. Yes. Yes.

15 Q. Okay. Let's talk about the tip-out to managers
16 and floor hosts.

17 A. Okay.

18 Q. Was that a club rule, or was that something that
19 you did on your own because it made your life easier at
20 the club?

21 A. Well, it was easier. Things just -- you know,
22 if you want to run more money, you're going to tip.

23 Q. What do you mean by "run more money"?

24 A. Like, if you're in a VIP and, say, it's \$200,
25 and the customer wants to give you \$400 for your half an

1 hour, you -- you are gonna have to pay the management or
2 have a higher drink tab to even have them authorize the
3 credit card. Because every time he comes, he has to
4 sign the paper.

5 Q. Okay. And how much were you in the habit of
6 tipping managers or floor hosts -- and/or floor hosts?

7 A. Anywhere between 10 and 20 percent.

8 Q. Ten or 20 percent of what?

9 A. Of my VIP drinks. Or if I was in a -- say, a
10 booth on the main floor, that was considered a bottle
11 served at the VIP table and they were giving cash on the
12 floor, then they would want, you know, something out of
13 that too.

14 Q. Okay. So I think what I'm hearing you say, if I
15 understand you, is that it was your custom to pay
16 something between 10 and 20 percent of your VIP earnings
17 to management?

18 A. Right. And the floor hosts, correct.

19 Q. In which I lumped together?

20 A. Okay.

21 Q. I assume you drove your own vehicle --

22 A. I did.

23 Q. -- to commute to Cheetah's. And so of course if
24 you're going to drop your car off at the valet, you're
25 going to tip the valet; right?

1 A. Well, I parked my car and then handed over my
2 keys. They never had to drive my car anywhere.

3 Q. Oh, I see. Okay.

4 A. Yeah.

5 Q. But you were in the habit that did the -- oh, so
6 valet never brought your car around or anything like
7 that?

8 A. Maybe once or twice. But usually when I got
9 there, I would park it. Only if they had to move it for
10 some reason; you know what I mean? Something like that.
11 That would be the only time. I don't really need them
12 to bring me my car. It's, like, literally right there.

13 Q. And how much would you tip the valet?

14 A. Anywhere between 5 to 20.

15 Q. And you mentioned a tip to the cashier?

16 A. Yep.

17 Q. How much would you tip the cashier?

18 A. Anywhere between, you know, 10 -- maybe 5 to
19 10 percent. I don't know. I couldn't tell you. It
20 just depends with her.

21 Q. 5 to 10 percent?

22 A. I can't really say if it's 5 to 10. It could
23 be -- it could be a 20 here, it could be a 60 here, it
24 could be 100 bucks here. I don't -- that varies. That
25 I don't really have a percentage on.

1 Q. Okay. So it sounds like you don't have a good
2 sense of --

3 A. No, not her. It's just anything.

4 Q. Were you required to tip the cashier?

5 A. Well, if you want to get your money cashed out.

6 Q. Are you saying to me that a cashier wouldn't
7 cash you out if you didn't tip?

8 A. You're just going to wait in line and they're
9 going to make problems for you. You're gonna -- you're
10 gonna wait your -- your day is going to be delayed and
11 inconvenienced.

12 Q. So I'm sensing that your response with respect
13 to tipping out the cashier is similar to the other
14 folks; it may not have been technically required, but as
15 a practical matter, if you wanted your job and -- to be
16 a little bit easier, you were going to tip these folks?

17 A. Yes.

18 Q. Were you ever disciplined by Cheetah's for not
19 tipping out?

20 A. Yes.

21 Q. Tell me.

22 A. One day I wanted to leave early, and I went to
23 Scotty. And I had -- I had just finished my VIP, so I
24 want to get out of there. And I says, Scotty, can I go?
25 It was only, like, 20 minutes. And he was, like, No, I

1 want you to wait. You haven't even tipped me in a
2 while.

3 Then I came to work the next day, and I wasn't
4 even allowed on Scotty's shift anymore.

5 Q. And what you're describing, do you know -- do
6 you know that that was club policy?

7 A. What?

8 Q. What you just described.

9 A. Leaving early?

10 Q. No. No.

11 A. Paying to leave early?

12 Q. No, you misunderstand. I asked you about
13 whether you were ever disciplined for not tipping, and
14 you gave me the example that you just gave me about not
15 being allowed to leave early or not working on Scotty's
16 shift.

17 A. What do you mean not working on Scotty's --
18 after I came in the next day?

19 Q. Ms. Hendrick, I'm just repeating back to you
20 what you just told me, so --

21 A. I know.

22 Q. So that example that you just gave, my question
23 is: Do you know whether that was club policy or --

24 A. Oh. I mean --

25 Q. -- whether that was just Scotty being Scotty?

1 A. I don't know if it was club policy. At the
2 time, you had to pay to leave early. There was a sign
3 up in the dressing room that said it was a \$20 fine if
4 you wanted to leave early. It was up to the manager's
5 discretion.

6 Q. And how -- how frequently did you pay that fine?

7 A. I'd say probably about three times I paid to go
8 early, a few times.

9 Q. And you paid a \$20 fine?

10 A. I did.

11 Q. Were you ever fined for any other reason?

12 A. No.

13 MR. FUCHS: We've been going about an hour and a
14 half. Let's take a short break.

15 THE WITNESS: Okay.

16 THE VIDEOGRAPHER: The time is approximately
17 3:37 p.m. We are going off the record.

18 (Recess taken.)

19 THE VIDEOGRAPHER: The time is approximately
20 3:55 p.m. We are back on the record.

21 BY MR. FUCHS:

22 Q. Okay, Ms. Hendrick, we're back after a short
23 break.

24 Would you say you made at least \$500 a week
25 performing at Cheetah's?

1 A. No.

2 Q. And how is it that you know that? Are you just
3 going by memory?

4 A. No.

5 Q. Okay. Well, what are you basing your answer on,
6 then?

7 A. Because I don't know. I can't go by memory if I
8 don't know.

9 Q. Oh, I'm sorry. So maybe I misunderstood your
10 answer.

11 You don't know whether or not you made at least
12 \$500 a week?

13 A. Correct.

14 Q. I thought you were saying, no, you did not make
15 at least \$500 a week?

16 A. No, I do not know.

17 Q. Okay. Thank you. Okay. That's -- herein lies
18 the confusion.

19 Do you still keep in touch with any of former --
20 any former co-workers from the Cheetah's?

21 A. No.

22 Q. When's the last time you think you spoke with
23 one of your former dance -- fellow dancers at the
24 Cheetah?

25 A. I don't know. It's been a long time.

1 Probably -- I don't know.

2 Q. Other than with your attorneys, have you spoken
3 to anyone else about the claims that you're asserting in
4 this case?

5 A. Just my fiancé. That's it.

6 Q. Do you remember signing an arbitration agreement
7 in this -- with the Cheetah's?

8 A. No.

9 (Exhibit 1 was marked for identification.)

10 BY MR. FUCHS:

11 Q. Ms. Hedrick, I've just shown you a document that
12 I've had marked as No. 1. Do you recognize that?

13 A. I don't recognize it --

14 Q. Okay. Do you rec- --

15 A. But that's my name.

16 Q. Do you recognize your signature and name on the
17 last page?

18 A. I do.

19 Q. Okay. So is it fair to say that you may not
20 remember signing it, but you don't dispute signing it?

21 A. Correct.

22 Q. Okay. Now, what -- can you tell me what
23 happened with your Social on that last page?

24 A. I don't know. Why is it 6 -- I don't know.

25 Q. Is that the correct Social Security number?

1 A. No. It's supposed to be a 7.

2 Q. Meaning, you're talking about the fourth digit
3 of your Social Security number?

4 A. Yeah. That's supposed to be a 7, not a 6; but
5 the rest is all -- is all right.

6 Q. I mean, but you wrote that; right?

7 A. Yeah. I don't know why I put a 6.

8 Q. Okay. Are you familiar with a Performer Lease
9 Agreement?

10 A. No.

11 (Exhibit 1 from a previous deposition on
12 March 17, 2017, was referenced but not marked for
13 identification to Ms. [REDACTED] deposition.)

14 BY MR. FUCHS:

15 Q. Ms. [REDACTED], I'm going to show you what's been
16 marked as Exhibit 1 from this morning.

17 A. Okay.

18 Q. Do you -- have you ever seen that document
19 before?

20 A. I can't remember.

21 Q. So you're not sure if you've ever signed
22 anything like that?

23 A. I -- it's a long time ago. I can't remember.

24 Q. Okay. Fair enough.

25 If you could hand that back to the --

1 A. Sure.

2 Q. -- court reporter, please.

3 THE WITNESS: There you go. Thank you.

4 BY MR. FUCHS:

5 Q. When you -- when you performed for the Cheetah,
6 what was your understanding of the type of
7 relationship -- business arrangement or relationship you
8 had with the club?

9 A. I don't know.

10 Q. Did you ever tell the club you wanted to be an
11 independent contractor?

12 A. No.

13 Q. Do you know if you ever represented yourself as
14 an independent contractor?

15 A. No.

16 Q. Poor question. No, you don't know; or, no, you
17 did not?

18 A. I do not know.

19 Q. What was your understanding of how you were to
20 be compensated when you first went to work for
21 Cheetah's? What was your understanding of how you were
22 to be paid for your services?

23 A. You do dances and VIPs.

24 Q. Okay. And you understood that going in?

25 A. Yes.

1 Q. And you didn't expect to receive an hourly rate
2 of pay, did you?

3 A. No.

4 Q. Did you ever report or -- report to or inform
5 Cheetah's how much you earned from dancing on any given
6 night?

7 A. No.

8 Q. So that was your business and your business
9 only?

10 A. Yes.

11 Q. So you never had to fill out any form or
12 paperwork divulging how much you had earned from VIP or
13 table-side dancing or anything like that?

14 A. No.

15 Q. Did you ever earn any bottle commissions?

16 A. No.

17 Q. What is your understanding of the relief or
18 remedy you are asking the arbitrator to award you?

19 A. What does that mean, "relief"? Like to award
20 me?

21 Q. Well, you've asserted claims against the club --

22 A. Correct.

23 Q. -- you understand that; right?

24 A. Yes.

25 Q. So I'm going to assume that you're suing the

1 club for a reason?

2 A. Correct.

3 Q. And that you want something -- you want
4 something for your claims, and you're asking the
5 arbitrator to award you something; yes?

6 A. I would -- as far as, like, not being exploited
7 anymore and extorted? Is that what you're asking me?

8 Q. Well --

9 A. Would I like to see as the outcome?

10 Q. Well, I guess what I'm asking you, Ms. Hedrick,
11 is, what is it that you hope the arbitrator will do for
12 you?

13 A. I hope that she will take this out of the
14 shadows so it doesn't happen to other women, so that --
15 so that they can't write their own underwritten laws
16 and, you know, extort people and exploit them. Not give
17 us access to money.

18 Q. Okay. We're going to have to drill down a bit
19 on what you just said, because I'm not sure I understood
20 what you mean.

21 What do you mean not give you "access to money"?

22 A. To areas of the club. Like, if there's people
23 coming in, groups of people coming in, if I want to go
24 to approach them, they could say, No, they need to get
25 their drinks first, or something like or -- you know.

1 Q. So who would give you that type of direction?

2 A. Hosts and management.

3 Q. So you're upset that a host or management asked
4 you to let customers get a drink before you approached
5 them?

6 A. No, that's -- that's not the reason. I'm not
7 upset. I don't want to be extorted. I don't want to be
8 exploited.

9 Q. Okay. You're going to have to help me
10 understand how it is or why it is you feel the club
11 extorted you?

12 A. Because if I want to use the VIP and I want
13 things to go, you know, easily and not have
14 complications, then they're gonna, you know, not allow
15 me access to certain areas and stuff.

16 Q. I'm sorry, I'm --

17 A. They prevent you from making money. Your life
18 becomes very difficult. You would become blacklisted.
19 I was told I would be blacklisted.

20 Q. And help me understand what you mean by
21 "blacklisted."

22 A. All these clubs are connected. It's the same
23 thing. All the managers know each other. You know, if
24 you don't want to tip, you're not going to have a job.
25 They make money off of you. They use you.

1 Q. And is that what you mean when you say you felt
2 exploited?

3 A. Yes.

4 Q. Okay. But, Ms. [REDACTED], nobody forced you to
5 work at the Cheetah's; correct?

6 A. Nobody forced me to work there. But if there
7 were customers coming in that they know that they could,
8 you know, put you with, then they would put you with
9 them and they would expect a tip.

10 Q. Ms. [REDACTED], how many years did you work at the
11 Cheetah?

12 A. Since the first time I set foot in there?

13 Q. Yeah.

14 A. I told you in 1998.

15 Q. Okay, yeah, I know that's the year that you
16 started. Combined, how many -- how long would you say
17 total you worked for the Cheetah?

18 A. Let's say from 2011 to 2015.

19 Q. Okay. And you think for that entire period you
20 were exploited and extorted by the club?

21 A. Yes.

22 Q. And was this exclusive to the Cheetah?

23 A. What do you mean "exclusive"?

24 Q. Is this the only club at which you performed at
25 which you felt exploited and extorted?

1 A. Yes. Yes.

2 Q. Then why did you continue to work there for four
3 years?

4 A. Well, I worked on and off; the first couple of
5 years I worked on and off there. And then the last
6 eight, whatever it was, months.

7 Q. Okay. Well, if you were extorted and exploited
8 the first few years, why did you return for 11 months?

9 A. No. I said after.

10 Q. So you weren't exploited and extorted the first
11 three years? Only the last 11 months?

12 A. That's not -- no.

13 Q. Please feel free to explain yourself.

14 A. Well, you know, when you go to work and you feel
15 for fear that you're not going to have your job because
16 you didn't pay somebody enough money, where they're
17 constantly telling you to step away from the podium or
18 to move, or any of that stuff, you know -- why am I
19 paying them 20 percent?

20 Q. I want to make sure I understand what you're
21 telling me; and if I'm wrong, I want you to tell me I'm
22 wrong.

23 You feel that you were extorted and exploited
24 because someone told you not to stand near a podium?

25 A. That's not the only reason.