

IN THE SUPREME COURT OF THE STATE OF NEVADA

**MM DEVELOPMENT COMPANY,
INC., D/B/A PLANET 13, a Nevada
Corporation,**

Appellant,

vs.

**TRYKE COMPANIES SO NV, LLC, a
Nevada Limited Liability Company,**

Respondent.

Case No. 81938

Electronically Filed
Mar 25 2021 03:11 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT'S APPENDIX

VOLUME 2 OF 3

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EXHIBIT C-13

4:03



Sep 06, 2019, 4:05 PM



\$8.57

Thanks for riding with Angela



Your Trip



43 E Desert Inn Rd

Paradise

Pickup

4:05 PM

2554 W Desert Inn Rd

Paradise

Dropoff

4:15 PM

Payment

\$8.57

Lyft fare (1.05mi, 10m 43s)

\$8.32

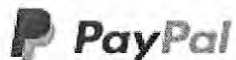
APPENDIX 251

Adam Laikin

From: Alexandria Manuli <alexmanuli11@gmail.com>
Sent: Tuesday, September 10, 2019 2:34 PM
To: Adam Laikin
Subject: Fwd: Receipt for Your Payment to Lyft

----- Forwarded message -----

From: service@paypal.com <service@paypal.com>
Date: Sat, Sep 7, 2019 at 4:16 PM
Subject: Receipt for Your Payment to Lyft
To: Alexandria Manuli <alexmanuli11@gmail.com>



Sep 7, 2019 16:16:07 PDT
Transaction ID: 57E026309R072904R

Hello Alexandria Manuli,

You sent a payment of \$8.57 USD to Lyft
(support@lyft.com)

It may take a few moments for this transaction to appear in your account.

Merchant
Lyft
support@lyft.com

Instructions to merchant
You haven't entered any instructions.



Description	Unit price	Qty	Amount
	\$8.32 USD	1	\$8.32 USD

Subtotal	\$8.32 USD
Tax	\$0.25 USD
Total	\$8.57 USD

Payment	\$8.57 USD
----------------	------------

Payment sent to support@lyft.com
Payment sent from alexmanuli11@gmail.com

Funding Sources Used (Total)

	\$8.57 USD
--	------------

Invoice ID: f7db83c0bc4b4bec_1312142189018953642_ebfb54d7

Issues with this transaction?

You have 180 days from the date of the transaction to open a dispute in the Resolution Center.

? Questions? Go to the Help Center at www.paypal.com/help.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click **Help** in the top right corner of any PayPal page or please contact us toll free at 1-888-221-1161.

You can receive plain text emails instead of HTML emails. To change your Notifications preferences, log in to your account, go to your Profile, and click **My settings**.

Copyright © 1999-2019 PayPal, Inc. All rights reserved. PayPal is located at 2211 N. First St., San Jose, CA 95131.

PayPal PPX001066:1.1:4bde2ff37a8f8

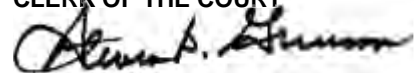


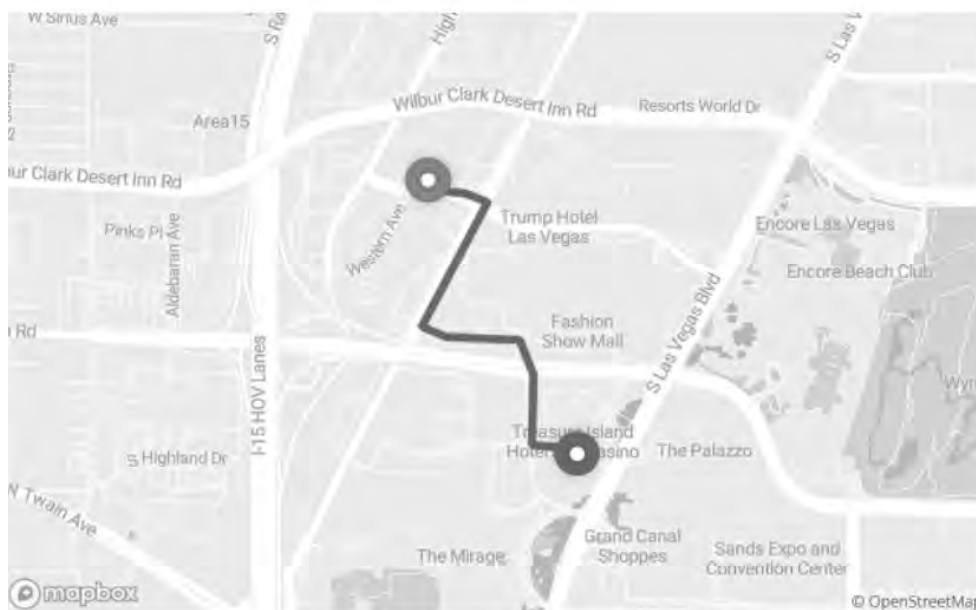
EXHIBIT C-14



Sep 13, 2019, 11:16 AM

**\$10.41**

Thanks for riding with Solomon



Your Trip

**Sirens Cove Blvd**

Paradise

Pickup

11:16 AM

2566 W Desert Inn Rd

Paradise

Dropoff

11:21 AM

Payment

\$10.41

Lyft fare (0.8mi, 5m 14s)

\$10.11

EXHIBIT C-15

Adam Laikin

From: Alexis Avila <alexisavila_06@yahoo.com>
Sent: Tuesday, September 17, 2019 8:36 AM
To: Adam Laikin
Subject: Fwd: Your ride with Leonardo on September 13

Sent from my iPhone

Begin forwarded message:

From: Lyft Ride Receipt <no-reply@lyftmail.com>
Date: September 13, 2019 at 1:54:54 PM PDT
To: alexisavila_06@yahoo.com
Subject: Your ride with Leonardo on September 13



SEPTEMBER 13, 2019 AT 11:14 AM

Thanks for riding with Leonardo!



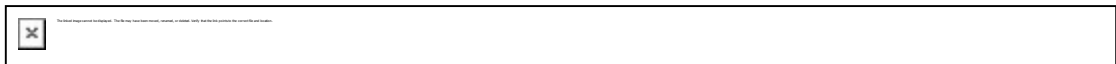
Lyft fare (0.88mi, 4m 59s)
NV Cost Recovery Fee

\$9.86
\$0.30

VISA



\$10.16



- **Pickup 11:14 AM**
2200 Pershing Ave, Paradise, NV
- **Drop-off 11:19 AM**
2566 W Desert Inn Rd, Paradise, NV



Round Up & Donate

By rounding up their payments, our riders have donated over \$15 million to causes they believe in.

SUPPORT YOUR CAUSE



Ride for work? Get Rewarded

Create a business profile to earn \$5 in personal credit for every 5 work rides you take.

GET REWARDS

TIP DRIVER

FIND LOST ITEM

REQUEST REVIEW

Help Center

Receipt #1314665512627153168

We never share your address with your driver after a ride.
[Learn more](#) about our commitment to safety.

Map data [OpenStreetMap](#) contributors

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548 Market St., P.O. Box 68514
San Francisco, CA 94104
CPUC ID No. TCP0032513 - P

Work at Lyft
Become a Driver

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRYKE COMPANIES SO NV, LLC, a)
Nevada limited liability)
company,)
Plaintiff,)
)
vs.)
)
MM DEVELOPMENT COMPANY, INC.,)
dba PLANET 13, a Nevada)
corporation; DOES I through)
C, inclusive; and ROE BUSINESS)
ENTITIES, I through C,)
inclusive,)
)
Defendants.)
)

REPORTER'S TRANSCRIPTION OF AUDIOTAPE

CAESAR PALACE
September 13, 2019

REPORTED BY: mg reporting Court Reporters

MARY E. MANNING, RPR 2415 East Camelback Road, Suite 700
Certified Reporter Phoenix, Arizona 85016
Certificate No. 50444 (602) 512-1300

PREPARED FOR:

CAESAR PALACE

09/13/19

1 CAESAR PALACE - 09/13/19

2

3 PASSENGER: Sorry. I was a little confused
4 there.

5 DRIVER: Okay. How was your day? Good?

6 PASSENGER: Good. Good. How are you?

7 DRIVER: Good. Thank you.

8 I like your name.

9 PASSENGER: Thank you.

10 DRIVER: (Inaudible).

11 PASSENGER: Poquito.

12 DRIVER: In Spanish it's Alexis.

13 PASSENGER: Oh, okay.

14 DRIVER: Where are you going, Alexis?

15 PASSENGER: I'm going to Reef Dispensary's, yes.

16 DRIVER: This is whack. Change the address. Put
17 Planet 13. It's the best.

18 PASSENGER: Planet 13? You think so?

19 DRIVER: Yeah.

20 PASSENGER: Okay.

21 DRIVER: Change the address, please. It's too
22 close. It's more cheap. Everything is fresh. It's the
23 best dispensary in Vegas. Trust me.

24 PASSENGER: Gotcha. Do I -- can you -- I have to
25 change it through the app or you can just do it?

CAESAR PALACE

09/13/19

1 DRIVER: You change -- you change the address in
2 the app. Put Planet 13. It's the best. Because this
3 place --

4 PASSENGER: No, no good?

5 DRIVER: -- super (inaudible).

6 PASSENGER: All right. I'm not really familiar
7 with the app.

8 DRIVER: Open your app and change the app to
9 Planet 13. This is easy.

10 PASSENGER: Edit, right? Is that it?

11 DRIVER: Edit, right. Edit the address, yeah.
12 It's Planet 13.

13 PASSENGER: Edit drop off?

14 DRIVER: No. Change the address.

15 PASSENGER: Oh, shit.

16 DRIVER: It's easy.

17 PASSENGER: Add stop?

18 DRIVER: No. Change the address.

19 You got it?

20 PASSENGER: Planet 13, you said?

21 DRIVER: Yeah, Planet 13. It's the best. Trust
22 me.

23 PASSENGER: Confirm.

24 DRIVER: You got it? It's the best.

25 PASSENGER: Planet 13 is the best? All right. I

CAESAR PALACE

09/13/19

1 am excited. I haven't been there yet, so we'll see.

2 DRIVER: I show you right now where you're going.
3 Later, I show you Planet 13. You'll like it. It's the
4 best. Trust me.

5 PASSENGER: Okay.

6 DRIVER: Every day I pick up maybe 25 people, all
7 people, (inaudible) "I'll show you. This is Planet 13."

8 "Oh, my God."

9 PASSENGER: Wow, okay.

10 DRIVER: It's another world. So trust me.

11 PASSENGER: All right. I'm going to take your
12 word for it.

13 Have you been busy today?

14 DRIVER: Every day is busy, you know.

15 PASSENGER: Is it?

16 DRIVER: People come to Vegas all the time.

17 PASSENGER: Oh, yeah. I can only imagine.

18 DRIVER: People come to Vegas from Italy.

19 Everybody.

20 PASSENGER: Everywhere.

21 And you speak Spanish, so it's very good because
22 you can help, you know, people that don't speak very good
23 English, also.

24 DRIVER: No. I speak -- no. I speak four
25 language.

CAESAR PALACE

09/13/19

1 PASSENGER: You speak a foreign language, okay.

2 DRIVER: I was living a long time in France and
3 in Italy.

4 PASSENGER: Oh, nice.

5 DRIVER: You don't speak Spanish because you
6 look -- the women from America are thinner.

7 PASSENGER: Uh-huh.

8 DRIVER: If somebody say, "Hey, Alexis. You look
9 (inaudible) women," you feel very good. Trust me.

10 PASSENGER: That's a good thing, yes.

11 DRIVER: Super good. Trust me. Because all
12 women from America I think is super beautiful.

13 PASSENGER: Gotcha.

14 DRIVER: Trust me.

15 PASSENGER: Thank you. I appreciate it.

16 My day's been pretty good, pretty good.

17 DRIVER: Where are you from?

18 PASSENGER: Me? I'm from Texas.

19 DRIVER: Oh, wow.

20 PASSENGER: Yeah, Texas.

21 You shop here at Planet 13?

22 DRIVER: Look at that. You're going behind this
23 building. It's nothing. I show you where is Planet 13.

24 PASSENGER: Okay. You get a lot of visitors that
25 want to go to the dispensaries?

CAESAR PALACE

09/13/19

1 DRIVER: A lot of people.

2 PASSENGER: Yeah.

3 DRIVER: Vegas is normal. Just smoke one in
4 front of the police car, no problem.

5 PASSENGER: Nobody is going to say nothing.

6 DRIVER: You say, "Hey. You want to smoke?" The
7 police smoke.

8 PASSENGER: It's all okay.

9 DRIVER: This is crazy Vegas. They don't care.

10 PASSENGER: They don't care here?

11 DRIVER: Yeah. You're working (inaudible) no
12 problem. It's okay. You working, no problem.

13 PASSENGER: It's all good.

14 DRIVER: This is Vegas. It is all good.

15 PASSENGER: Nice.

16 DRIVER: I tell you, Planet 13 is the best
17 because it's the best. You go for another store, the
18 product is --

19 PASSENGER: Is bad?

20 DRIVER: Yeah, it's bad.

21 PASSENGER: Oh, okay.

22 DRIVER: Look at that. This is Planet 13.

23 PASSENGER: Oh, okay.

24 DRIVER: All people come here. You go in this
25 building.

CAESAR PALACE

09/13/19

1 PASSENGER: Oh, okay. I see.

2 DRIVER: All people come here. This is Planet
3 13. Nice dispensary place.

4 PASSENGER: It was very nice to meet you. I
5 appreciate your ride and your recommendation. We'll see
6 what this is all about.

7 DRIVER: Thank you. You're beautiful. You're so
8 beautiful.

9 PASSENGER: Thank you. I appreciate you.

10 DRIVER: Bye-bye.

11 Will you give me five stars, Alexis?

12 PASSENGER: I will definitely give you five
13 stars. You have a good one.

14 DRIVER: Bye.

15 PASSENGER: Bye-bye.

16

17 * * * * *

18

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23

24

25

CAESAR PALACE

09/13/19

1 STATE OF ARIZONA)
2 COUNTY OF MARICOPA) ss.
3)
4)

5 I, Mary E. Manning, hereby certify that
6 I listened to the audio file(s) of the recorded proceedings;
7 that I made a shorthand record of the oral matters had and
8 adduced at said proceedings; that thereafter, the transcript
9 of said proceedings was reduced to typewriting under my
10 direction, and that the material contained herein is a true
11 and accurate accounting of said matters on the recording all
12 to the best of my skill and ability.

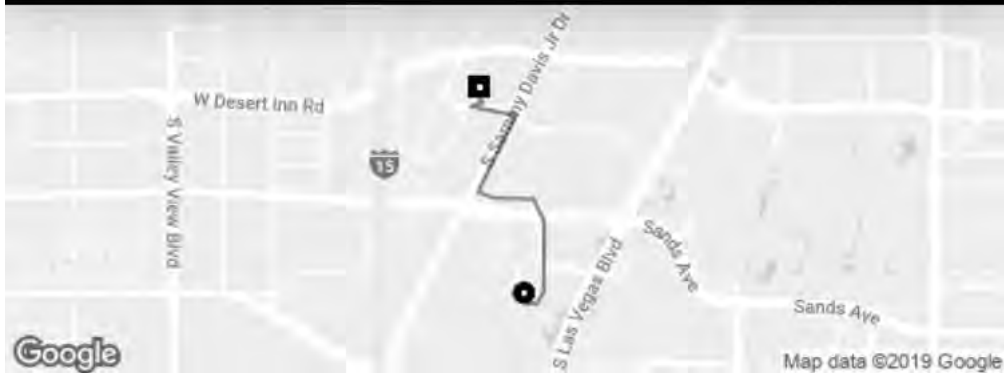
13 DATED at Phoenix, Arizona, this 21st
14 day of August, 2020.

15
16 
17 Mary E. Manning, RPR
18 Certified Court Reporter
19 Certificate No. 50444
20 mg reporting Court Reporters
21 Firm No. R1006
22 (602) 512-1300
23
24
25

EXHIBIT C-16



Trip Details



9/13/19, 11:14 AM

Toyota Sienna 747K50

\$11.85

Add a tip

● Unnamed Road, Las Vegas, NV 89109, USA

■ 2548 W Desert Inn Rd, Las Vegas, NV 89109, USA



You rated Yoandy



Need help with this trip?

Change star rating

I want to change my driver's rating.

Switch

I want to method

APPENDIX 269

EXHIBIT C-17

ARRIVES IN 2 MIN

Dion

Mercedes-Benz GLK-Class

★★★★★ 5.0



198C45




Edit ride


Safety tools


Contact

Trip



336 Cathedral Way

Las Vegas, NV 89109

Pickup
2:10 PM

Reef Dispensaries

Las Vegas, NV 89109

Drop-off
2:16 PM


Add stop

Payment

Adam Laikin

From: Samantha Upham <samantha.upham@yahoo.com>
Sent: Friday, September 13, 2019 3:54 PM
To: Adam Laikin
Subject: Fwd: Your ride with Dion on September 13-Sam

Sent from my iPhone

Begin forwarded message:

From: Lyft Ride Receipt <no-reply@lyftmail.com>
Date: September 13, 2019 at 3:01:00 PM PDT
To: samantha.upham@yahoo.com
Subject: Your ride with Dion on September 13



SEPTEMBER 13, 2019 AT 2:11 PM

**Thanks for riding with
Dion!**



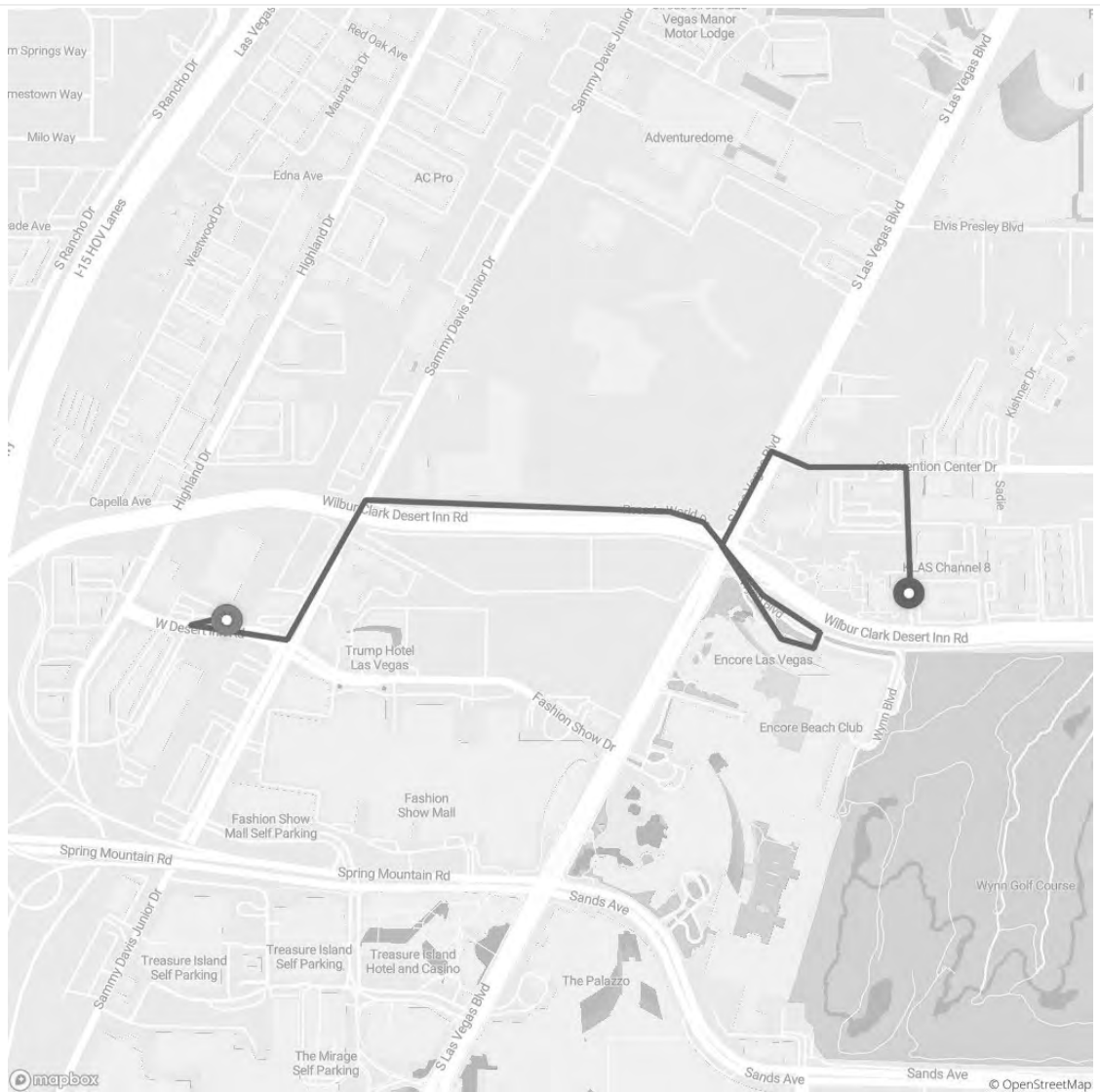
Lyft fare (1.49mi, 10m 12s)
NV Cost Recovery Fee

\$9.21
\$0.28



PayPal account

\$9.49



- **Pickup 2:11 PM**
39 E Desert Inn Rd, Paradise, NV
- **Drop-off 2:21 PM**
2584 W Desert Inn Rd, Paradise, NV



Round Up & Donate

By rounding up their payments, our riders have donated over \$15 million to causes they believe in.

SUPPORT YOUR CAUSE



Ride for work? Get Rewarded

Create a business profile to earn \$5 in personal credit for every 5 work rides you take.

GET REWARDS

TIP DRIVER

FIND LOST ITEM

REQUEST REVIEW

To protect against unauthorized behavior, you may see [an authorization hold](#) on your bank statement. This is to verify your payment method and will not be charged.

[Help Center](#)

Receipt #1314710567364738996

We never share your address with your driver after a ride.

[Learn more](#) about our commitment to safety.

Map data [OpenStreetMap](#) contributors

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548 Market St., P.O. Box 68514
San Francisco, CA 94104
CPUC ID No. TCP0032513 - P

[Work at Lyft](#)
[Become a Driver](#)

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRYKE COMPANIES SO NV, LLC, a)
Nevada limited liability)
company,)
Plaintiff,)
)
vs.)
)
MM DEVELOPMENT COMPANY, INC.,)
dba PLANET 13, a Nevada)
corporation; DOES I through)
C, inclusive; and ROE BUSINESS)
ENTITIES, I through C,)
inclusive,)
)
Defendants.)
)

REPORTER'S TRANSCRIPTION OF AUDIOTAPE

FASHION SHOW MALL
September 13, 2019

REPORTED BY: mg reporting Court Reporters

MARY E. MANNING, RPR 2415 East Camelback Road, Suite 700
Certified Reporter Phoenix, Arizona 85016
Certificate No. 50444 (602) 512-1300

PREPARED FOR:

1 FASHION SHOW MALL - 09/13/19

2

3 DRIVER: I guess because of the bridge and stuff
4 like that.

5 PASSENGER: Oh.

6 DRIVER: It's crazy.

7 PASSENGER: We're going to head over to Reef
8 Dispensary.

9 DRIVER: Which one, ma'am?

10 PASSENGER: Reef. Reef Dispensary.

11 DRIVER: Do you need to charge your phone, hon?

12 PASSENGER: No. I think I'm okay. Thank you,
13 though.

14 DRIVER: You're all charged up, huh?

15 PASSENGER: I appreciate it, though.

16 DRIVER: Yeah. No problem.

17 Everything good?

18 PASSENGER: So far.

19 DRIVER: It's starting to warm up a little bit,
20 yeah. It was much cooler the last two days.

21 PASSENGER: Yeah.

22 DRIVER: Just one of those things.

23 PASSENGER: Speaking of weather ...

24 DRIVER: Yeah.

25 Would you rather go to Planet 13? They got a

1 much better deal out there, they say.

2 PASSENGER: Where at?

3 DRIVER: Planet -- just across the street. It's
4 a much, much bigger facility compared to your -- the Reef.
5 A lot -- a lot of people are, you know, going in there
6 instead.

7 PASSENGER: Yeah.

8 DRIVER: Much, much bigger. They got a much
9 better selection, they say.

10 PASSENGER: All right. Well, let's check it out.

11 DRIVER: It's just across the street.

12 Where are you from, hon?

13 PASSENGER: Wisconsin.

14 DRIVER: Does it get real hot out there, too?

15 PASSENGER: It gets humid.

16 DRIVER: Oh, you got --

17 PASSENGER: But the summers are so short and the
18 winters are so long.

19 DRIVER: It gets real cold out there?

20 PASSENGER: It gets very cold, yeah.

21 DRIVER: Now we get all the heat.

22 Is it cooling off in there, hon?

23 PASSENGER: Oh, yeah. It's perfect, actually.

24 DRIVER: Okay. Planet 13, right here.

25 PASSENGER: Yep.

1 DRIVER: You have a safe one always, hon.

2 Yeah, you can get out over here.

3 PASSENGER: Okay.

4 DRIVER: All right. Take care always.

5 PASSENGER: Thank you so much.

6 DRIVER: Have a good one, hon.

7 PASSENGER: Thank you. Have a good one.

8

9 * * * * *

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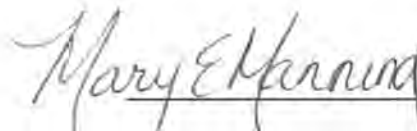
FASHION SHOW MALL

09/13/19

1 STATE OF ARIZONA)
2) ss.
3 COUNTY OF MARICOPA)
4

5 I, Mary E. Manning, hereby certify that
6 I listened to the audio file(s) of the recorded proceedings;
7 that I made a shorthand record of the oral matters had and
8 adduced at said proceedings; that thereafter, the transcript
9 of said proceedings was reduced to typewriting under my
10 direction, and that the material contained herein is a true
11 and accurate accounting of said matters on the recording all
12 to the best of my skill and ability.

13 DATED at Phoenix, Arizona, this 21st
14 day of August, 2020.

15
16 

17 Mary E. Manning, RPR
18 Certified Court Reporter
19 Certificate No. 50444
20 mg reporting Court Reporters
21 Firm No. R1006
22 (602) 512-1300
23
24
25

EXHIBIT C-18

Adam Laikin

From: Alexis Avila <alexisavila_06@yahoo.com>
Sent: Tuesday, September 17, 2019 8:37 AM
To: Adam Laikin
Subject: Fwd: Your ride with Lesstert on September 13

Sent from my iPhone

Begin forwarded message:

From: Lyft Ride Receipt <no-reply@lyftmail.com>
Date: September 13, 2019 at 2:48:04 PM PDT
To: alexisavila_06@yahoo.com
Subject: Your ride with Lesstert on September 13



SEPTEMBER 13, 2019 AT 2:06 PM

**Thanks for riding with
Lesstert!**



Lyft fare (0.69mi, 6m 45s)
NV Cost Recovery Fee

\$8.93
\$0.27

VISA



\$9.20



- **Pickup 2:06 PM**
115 Dio Dr, Paradise, NV
- **Drop-off 2:12 PM**
2566 W Desert Inn Rd, Paradise, NV



Round Up & Donate

By rounding up their payments, our riders have donated over \$15 million to causes they believe in.

[SUPPORT YOUR CAUSE](#)



Ride for work? Get Rewarded

Create a business profile to earn \$5 in personal credit for every 5 work rides you take.

[GET REWARDS](#)

TIP DRIVER

FIND LOST ITEM

REQUEST REVIEW

Help Center

Receipt #1314709583082092792

We never share your address with your driver after a ride.
[Learn more](#) about our commitment to safety.

Map data [OpenStreetMap](#) contributors

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548 Market St., P.O. Box 68514
San Francisco, CA 94104
CPUC ID No. TCP0032513 - P

Work at Lyft
Become a Driver

EXHIBIT C-19

Adam Laikin

From: Alexandria Manuli <alexmanuli11@gmail.com>
Sent: Friday, September 13, 2019 3:57 PM
To: Adam Laikin
Subject: Fwd: Your Friday afternoon trip with Uber

----- Forwarded message -----

From: **Uber Receipts** <uber.us@uber.com>
Date: Friday, September 13, 2019
Subject: Your Friday afternoon trip with Uber
To: alexmanuli11@gmail.com

Uber

Total: \$8.63
Fri, Sep 13, 2019


Thanks for riding,
Alexandria

We hope you enjoyed your ride
this afternoon.



Total	\$8.63
-------	--------

Trip fare	\$8.38
-----------	--------

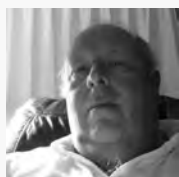
Subtotal	\$8.38
3% Transportation Recovery Charge 	\$0.25

  Switch	\$8.63
--	--------

A temporary hold of \$8.63 was placed on your payment method **** 2895 at the start of the trip. This is not a charge and has or will be removed. It should disappear from your bank statement shortly.

[Learn More](#)

You rode with Jay



4.92 ★ Rating

Jay is known for:

Excellent Service

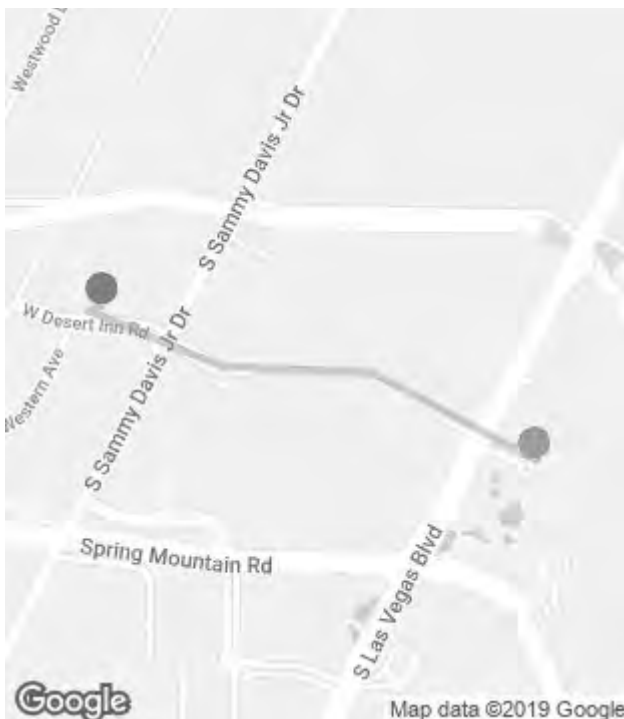
How was your ride?

RATE OR TIP →

When you ride with Uber, your trips are insured in case of a covered accident. [Learn more.](#)

UberX 0.68 mi | 3 min

- 02:13pm
3131 S Las Vegas Blvd, Las Vegas, NV
- 02:17pm
2548 W Desert Inn Rd, Las Vegas, NV





Invite your friends and family.

Get \$5 off your next ride when you refer a friend to try Uber. Share code: mx51bfqnue

[REPORT LOST ITEM >](#)

[CONTACT SUPPORT >](#)

EXHIBIT C-20



Sep 17, 2019, 11:25 AM

**We are still processing your fare**

Thanks for riding with Patrick Earl



Your Trip

**Las Vegas**Pickup
11:25 AM**2552 W Desert Inn Rd**

Paradise

Dropoff
11:52 AM

Since you updated your stop or destination, your fare reflects actual time and distance

[Learn More](#)

Payment

\$15.35

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRYKE COMPANIES SO NV, LLC, a)
Nevada limited liability)
company,)
Plaintiff,)
vs.)
MM DEVELOPMENT COMPANY, INC.,)
dba PLANET 13, a Nevada)
corporation; DOES I through)
C, inclusive; and ROE BUSINESS)
ENTITIES, I through C,)
inclusive,)
Defendants.)
_____)

REPORTER'S TRANSCRIPTION OF AUDIOTAPE

FASHION SHOW MALL
September 17, 2019

REPORTED BY: mg reporting Court Reporters

MARY E. MANNING, RPR 2415 East Camelback Road, Suite 700
Certified Reporter Phoenix, Arizona 85016
Certificate No. 50444 (602) 512-1300

PREPARED FOR:

FASHION SHOW MALL

09/17/19

1 FASHION SHOW MALL - 09/17/19

2

3 PASSENGER: Hey.

4 DRIVER: Finally, girl. You over here driving me
5 crazy, man.

6 PASSENGER: I'm sorry.

7 DRIVER: You're already high, shit. But you want
8 to go there? That shit sucks, bro.

9 PASSENGER: Really?

10 DRIVER: Yeah.

11 PASSENGER: What do you recommend?

12 DRIVER: Planet 13.

13 PASSENGER: Okay.

14 DRIVER: You want to go to Planet 13?

15 PASSENGER: Is it better?

16 DRIVER: Yeah. Fresh shit, yo.

17 PASSENGER: Okay.

18 DRIVER: Fire shit.

19 PASSENGER: Is it close?

20 DRIVER: Yeah. Closer to Reef.

21 PASSENGER: Oh, okay. Cool.

22 DRIVER: You want to go to Planet 13?

23 PASSENGER: Yeah. That works.

24 DRIVER: All right. I'm changing the address.

25 PASSENGER: Yeah. The Venetian people told me

1 that I had to walk all the way down here. They're fucking
2 with me, huh?

3 DRIVER: Yeah. Pretty much.

4 Planet 13 is only like four minutes away. Is
5 that close enough for you?

6 PASSENGER: It's only, what?

7 DRIVER: It's four minutes away.

8 PASSENGER: Oh, okay. Cool.

9 DRIVER: Where are you from?

10 PASSENGER: The Bay area.

11 DRIVER: Oh, yeah?

12 PASSENGER: The Area.

13 DRIVER: What are you doing out here?

14 PASSENGER: Ah, just gambling and fucking around.

15 DRIVER: Oh, yeah?

16 PASSENGER: Yeah.

17 DRIVER: By yourself?

18 PASSENGER: M'hum.

19 DRIVER: What the fuck?

20 PASSENGER: Yep.

21 DRIVER: Shit, girl. You're going to fucking --
22 let's open the window.

23 PASSENGER: Have you been to The Bay?

24 DRIVER: Yeah. My dad is from Daly City.

25 PASSENGER: Okay. Cool.

1 DRIVER: And then my dad -- my dad's brother, my
2 uncle, is from -- he stays at Vellejo.

3 PASSENGER: Oh, okay. For sho. I'm from
4 Martinez.

5 DRIVER: Martinez?

6 PASSENGER: Yeah.

7 DRIVER: Shit. What the fuck made you -- just
8 relax or get away? You work over there?

9 PASSENGER: Yeah, I work out there.

10 DRIVER: Well, you just trying to get away on
11 vacation?

12 PASSENGER: Yeah. It's hot -- it's super hot out
13 there, too. It's damn near the same weather out there that
14 it is here.

15 DRIVER: But over here is dry.

16 PASSENGER: Yeah. That's true.

17 DRIVER: But it's about to be chilly, like, later
18 on. Probably, like, 61 later on.

19 PASSENGER: Really?

20 DRIVER: Yeah. 61 at night.

21 PASSENGER: Oh, wow.

22 DRIVER: At 9:00.

23 Yeah, Planet 13 is (inaudible). It's like a
24 fucking toy store out there.

25 PASSENGER: Really? Wow.

1 DRIVER: Fresh shit every fucking day, yo.

2 Fresh.

3 PASSENGER: They have cartridges and whatnot out
4 there?

5 DRIVER: Everything you want. Edibles,
6 everything fresh. Everything made every fucking day.
7 That's where I go, so ...

8 PASSENGER: Oh, yeah.

9 DRIVER: Yeah. Is that where you just picking
10 up?

11 PASSENGER: Yeah. Just picking up, checking it
12 out. I work in the weed industry in --

13 DRIVER: The what?

14 PASSENGER: I work in the weed industry --

15 DRIVER: Oh, really?

16 PASSENGER: -- in the Bay area, so, yeah.

17 DRIVER: Probably the best one is Planet 13 we
18 have out here.

19 The Reef is just right there.

20 PASSENGER: Oh, okay.

21 DRIVER: But it's trash, yo. You'll be like,
22 "What the fuck is this, yo?"

23 PASSENGER: I trust you.

24 DRIVER: Yeah. Just check out Planet 13.

25 Everything there is (inaudible).

1 But you stay at the Venetian. Damn, girl. How
2 much you make? You own that place or some shit?

3 PASSENGER: No. I just rent. Hell, no.

4 Yeah, it's expensive out there.

5 DRIVER: Yeah. Fuck, yeah.

6 But where you work at, you're like a --

7 PASSENGER: I work at a dispensary.

8 DRIVER: You just work there?

9 PASSENGER: Yeah. I am in the management.

10 Yeah. I just want to check out the Vegas ones to
11 see what they're all about. They'll never have weed like
12 us, so ...

13 DRIVER: Yeah. Yeah. This one is probably like
14 the best one out here.

15 PASSENGER: Yeah.

16 DRIVER: Because the Reef, you're going to be
17 like, "Oh, don't buy shit over there."

18 But, yeah, there's garbage there.

19 PASSENGER: Have you smoked a Caliva kush from
20 there?

21 DRIVER: From?

22 PASSENGER: Reef.

23 DRIVER: Yeah, with my buddy but I only had one
24 because I had to work the next day. I was already
25 fucking -- I was already drinking and shit.

1 PASSENGER: Oh, okay.

2 DRIVER: But trust me, yo. This shit is fire
3 right here.

4 You said you never been here before, right?

5 PASSENGER: No.

6 DRIVER: All right. I'll take your ass right
7 here, yo.

8 Then they got the --

9 PASSENGER: Highland Drive. That's funny.

10 DRIVER: You are already high as shit, girl.
11 Did you fly or you drove?

12 PASSENGER: Flew, yeah. It's only like an hour
13 flight. It's not too bad.

14 What's Area 15?

15 DRIVER: That's nothing yet.

16 PASSENGER: Oh.

17 DRIVER: That's nothing yet. It never opened
18 yet.

19 PASSENGER: Is it going to be a dispensary?

20 DRIVER: I'm not too sure. But it's -- it was
21 vacant, like, two months ago.

22 PASSENGER: Oh, really. Brand-new?

23 DRIVER: Brand-new, yeah. If it is a dispensary,
24 the -- it could be, but I don't think so. I don't know.
25 Too many dispensaries around here.

1 PASSENGER: (Inaudible) right here, too. That's
2 fire.

3 DRIVER: How long are you going to be here?

4 PASSENGER: In town?

5 DRIVER: Yeah.

6 PASSENGER: Sunday.

7 DRIVER: Sunday?

8 PASSENGER: Yeah. Here for a minute.

9 DRIVER: Okay. What are you doing? Just fucking
10 cruising?

11 PASSENGER: Fucking around, gambling. I play
12 blackjack.

13 DRIVER: Oh, yeah?

14 PASSENGER: M'hum.

15 DRIVER: That shit, bro -- hey. Listen to me.
16 When you play that shit out here -- the Venetian is good.
17 I mean -- yeah. The Venetian is good. Try Mandalay Bay.

18 PASSENGER: Oh, really?

19 DRIVER: Blackjack, yeah. And Palms -- no, not
20 Palms. Mandalay Bay.

21 PASSENGER: I heard downtown, too, has some good
22 places.

23 DRIVER: Yeah. Yeah. Downtown, but I don't like
24 going there because it's fucking trashy, you know.

25 PASSENGER: Yeah.

1 DRIVER: I don't like -- to me, it's trashy. I
2 don't know.

3 PASSENGER: Not as nice, for sho.

4 DRIVER: But Mandalay Bay, I'm telling you, you
5 would be like too fucking --

6 PASSENGER: Hell, yeah.

7 What's the minimum over there?

8 DRIVER: I'm not too sure. But my buddy, when he
9 comes out here, I'm the one that takes him there. And then
10 he just gives me like 500 bucks when he wins, but last --
11 two weeks ago he was here. He won two grand.

12 PASSENGER: Damn.

13 DRIVER: And then before he left, he wanted to
14 play an extra 500.

15 PASSENGER: Damn. That's not bad at all.

16 DRIVER: Yeah. Fuck, yeah.

17 Right here. Fire shit, yo.

18 PASSENGER: This is cool. This is super cool.

19 Well, thank you. I appreciate it.

20 DRIVER: Yeah. You're going to need a ride back
21 or what?

22 PASSENGER: Probably not for a minute, to be
23 honest. I'm probably going to smoke and shit around here,
24 but thank you. I appreciate you.

25 DRIVER: Yeah. Right here, bro. It's fire right

1 here.

2 PASSENGER: Take some pictures. I can just walk,
3 too, if anything, to Reef, right?

4 DRIVER: Yeah. If you wanted to go there, yeah.

5 PASSENGER: All right, for sho. Thank you.

6 DRIVER: No problem.

7 PASSENGER: Have a good one.

8
9 * * * * *

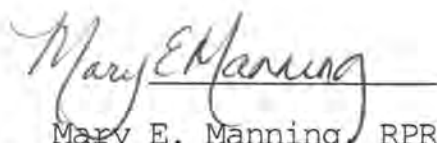
FASHION SHOW MALL

09/17/19

1 STATE OF ARIZONA)
2 COUNTY OF MARICOPA) ss.
3)
4)

5 I, Mary E. Manning, hereby certify that
6 I listened to the audio file(s) of the recorded proceedings;
7 that I made a shorthand record of the oral matters had and
8 adduced at said proceedings; that thereafter, the transcript
9 of said proceedings was reduced to typewriting under my
10 direction, and that the material contained herein is a true
11 and accurate accounting of said matters on the recording all
12 to the best of my skill and ability.

13 DATED at Phoenix, Arizona, this 21st
14 day of August, 2020.

15
16 

17 Mary E. Manning RPR
18 Certified Court Reporter
19 Certificate No. 50444
20 mg reporting Court Reporters
21 Firm No. R1006
22 (602) 512-1300
23
24
25

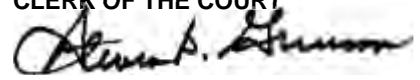


EXHIBIT D-1

Driver Diversion Incident Report Form

Date of Incident 1/21/19 Time of Incident 6:52

Customer Name Mark Conley DOB [REDACTED]

I took a: Taxi ☐ Uber ☐ Lyft ☒ Limo ☐

Lyft or Uber Account Email MARK CONLEY2963@gmail.com

Cab Company Cab Number

Did you ask to be taken to Reef specifically?

☒ Yes ☐ No

Did you put Reef in an app as your original destination?

☒ Yes ☐ No

Did your driver suggest to take you elsewhere?

☒ Yes ☐ No

If so, where?

Acres, Planet 13

What was the reason the driver told you that they could not take you to Reef?

Driver pushed Acres & Planet 13 - both when after Kickbacks - after
specifically being asked to go to Reef. "Acres is cheaper", "Planet 13
is much bigger" & "Reef is not that busy anymore."

← Jan 21, 2019



\$8.77

Thanks for riding with Hanna



- **Pickup** 6:52 PM
W Tropicana Ave, Paradise
- **Drop-off** 7:02 PM
3392 Western Ave, Paradise

Lyft fare (2.56mi, 10m 8s)

\$8.51



EXHIBIT D-2

Driver Diversion Incident Report Form

Date of Incident 11/20/19 Time of Incident 8:30AM

Customer Name Shetika Combs DOB [REDACTED]

I took a: Taxi ☒ Uber ☒ Lyft ☐ Limo ☐

Lyft or Uber Account Email _____ YHONY Driver Name

Cab Company _____ Cab Number _____

Did you ask to be taken to Reef specifically?
☒ Yes ☐ No

Did you put Reef in an app as your original destination?
☒ Yes ☐ No

Did your driver suggest to take you elsewhere?
☒ Yes ☐ No

If so, where?
Planet 13

What was the reason the driver told you that they could not take you to Reef?

Simply refused due to Planet 13 giving
kick back

EXHIBIT E-1



UberPeople.NET - Independent community of rideshare drivers. It's FREE to be a person and enjoy all the benefits of membership. [JOIN US! CLICK HERE](#)

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Target

Your Target Store is Remodeled. Come Check Out What's New.

Phoenix



WEBSITE



DIRECTIONS

Forums > Geographical > US Cities > West : 19 Cities > **Las Vegas** >

Planet 13

JethroBodine · Mar 8, 2019

1 2 Next ▸



JethroBodine
Well-Known Member

Mar 8, 2019

#1

I was told today that the stop must show up on app. Transportation Authority is clamping down. Many drivers are doing rides off the app to Planet 13.

justfacts

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Phoenix



WEBSITE



DIRECTIONS

J

justfacts

Well-Known Member

Mar 8, 2019

#2

I'm still waiting for that elusive kickback, Do I really need to bring my Social Security card with me in order to claim it. If so I guess I'll have to have it laminated



JethroBodine
Well-Known Member

Mar 8, 2019

Thread Starter #3

justfacts said: ☺


I'm still waiting for that elusive kickback, Do I really need to bring my Social Security card with me in order to claim it. If so I guess I'll have to have it laminated

Yes. And you fill out tax form the first time. I schmooze with riders. So they come up more often now. This time the riders asked about it. Many times they are going to another dispensary and steer them to one that pays. Other times they might be on a liquor run.

justfacts

Mar 8, 2019

#4




DEEJER77
Well-Known Member

justfacts said: ☺

Home — **Forums** — US — AU — World — What's new — Tools —

I'm still waiting for that elusive kickback, Do I really need to bring my Social Security card with me in order to claim it. If so I guess I'll have to have it laminated

The only place that has ever asked for my social security card is spearmint rhino... But all places will require you to fill out a tax form... Probably so they get it as a write off but that also means you have to claim it on your taxes



NO DEAL
Well-Known Member

Mar 8, 2019 #5

No ss card necessary. I do a drop there at least every other day, super easy in and out. You must show ride tho, nothing crazy about that.


LVcool and justfacts

Target - We've Remodeled
Target

Your Target Store is Remodeled. Come Check Out What's New.

Phoenix

WEBSITE DIRECTIONS




JethroBodine
Well-Known Member

Mar 8, 2019 Thread Starter #6

NO DEAL said: ☺

No ss card necessary. I do a drop there at least every other day, super easy in and out. You must show ride tho, nothing crazy about that.


I divert from other dispensaries most of the time.



gsx328
Well-Known Member

Mar 8, 2019 #7

I just got a kb from there a few days ago on a ride that showed airport as only destination




JethroBodine
Well-Known Member

Mar 8, 2019 Thread Starter #8

gsx328 said: ☺

I just got a kb from there a few days ago on a ride that showed airport as only destination

They gave me KB. But they told me for now on.



gsx328
Well-Known Member


Mar 8, 2019 #9

JethroBodine said: ☺

They gave me KB. But they told me for now on.

Hopefully it was just some wannabe bossman BSing. It'd also defeat the whole point of kickbacks. If person puts in Reef and u get them to divert to Planet, isn't that the whole point of paying drivers

JethroBodine



LVC
Well-Known Member

Mar 8, 2019 #10

justfacts said: ☺

I'm still waiting for that elusive kickback, Do I really need to bring my Social Security card with me in order to claim it. If so I guess I'll have to have it laminated

Take a picture of it with your phone, keep the picture stored in a document app on your phone.

HomeForumsUSAUWorldWhat's newTools

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Phoenix

WEBSITE

DIRECTIONS

J

justfacts

Well-Known Member

Mar 8, 2019


#11

LVC said: Ⓢ

Take a picture of it with your phone, keep the picture stored in a document app on your phone.

Sold! Thanks

LVC



Daniel Harbin

Well-Known Member


Mar 8, 2019

#12

justfacts said: Ⓢ

I'm still waiting for that elusive kickback, Do I really need to bring my Social Security card with me in order to claim it. If so I guess I'll have to have it laminated

Tattoo it on your forehead or the back of your right hand.



KenLV

Well-Known Member

Mar 8, 2019

#13


All you have to do is have the pax change the destination in the app, it's easy and if they don't know how, show them/do it for them - but have them hit "confirm".

Same thing for strip clubs.

This also protects you against going afoul of "diversion" laws.

This isn't rocket surgery.

JethroBodine



beezlewxin

Well-Known Member

Mar 8, 2019

#14


LVC said: Ⓢ

Take a picture of it with your phone, keep the picture stored in a document app on your phone.

A screenshot is not sufficient. It is best to wait until you get paid to end the ride. Or else be prepared to let them pull up your ride history.

Last time I ended the ride after the first guy verified it but before entering the waiting room where they asked again to verify it on my app. This is when I overheard one guy ask the other if he had moved the map around on my app when he verified the ride at the front desk.

Last edited: Mar 8, 2019



Spider-Man

Well-Known Member

Mar 8, 2019

#15

Daniel Harbin said: Ⓢ

Tattoo it on your forehead or the back of your right hand.

Why are you expediting and encouraging

Revelation 13:16-17

?

Target - We've Remodeled

Your Target Store is Remodeled. Come Check Out What's New.

 Phoenix



Daniel Harbin
Well-Known Member

Mar 8, 2019

 WEBSITE

 DIRECTIONS

 #16

Spider-Man said: 

Why are you expediting and encouraging

Revelation 13:16-17?

It was meant sarcastically. My belief is that the mark will be a chip inserted under the skin or possibly something more sinister. The hand and forehead have significance in the Bible as power and the mark might not be on a specific hand or forehead. Just means the mark shows allegiance to Satan and recognizing his power.

Spider-Man

LVC
Well-Known Member

Mar 8, 2019

beezlewaxin said:

A screenshot is not sufficient. It is best to wait until you get paid to end the ride. Or else be prepared to let them pull up your ride history.

Last time I ended the ride after the first guy verified it but before entering the waiting room where they asked again to verify it on my app. This is when I overheard one guy ask the other if he had moved the map around on my app when he verified the ride at the front desk.

You need to go back and read the quoted post I was replying to. I was suggesting that the person take a picture of their social security card and save it on their phone. Not suggesting a screen shot of the ride.



beezlewaxin
Well-Known Member

Mar 9, 2019

beezlewaxin said:

A screenshot is not sufficient. It is best to wait until you get paid to end the ride. Or else be prepared to let them pull up your ride history.

Last time I ended the ride after the first guy verified it but before entering the waiting room where they asked again to verify it on my app. This is when I overheard one guy ask the other if he had moved the map around on my app when he verified the ride at the front desk.

Derp.. I just now realized "take a picture" means of your SS card.

Yep that's a good idea. Hopefully it photocopies..

LVC said: ⬆

You need to go back and read the quoted post I was replying to. I was suggesting that the person take a picture of their social security card and save it on their phone. Not suggesting a screen shot of the ride.

Lol yeah I do.. And did. Thanks..

Last edited: Mar 9, 2019

LVC

openUeyes
Active Member

Mar 10, 2019

 #19

Daniel Harbin said:


It was meant sarcastically. My belief is that the mark will be a chip inserted under the skin or possibly something more sinister. The hand and forehead have significance in the Bible as power and the mark might not be on a specific hand or forehead. Just means the mark shows allegiance to Satan and recognizing his power.

what's in Soygent Green?

Mar 10, 2019

 #20

openUeyes said:



KenLV
Well-Known Member

what's in Soylent Green?
LVcool

Home **Forums** US AU World What's new Tools


Food coloring, a whole lot of food coloring.



Oh yeah, and people.

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 **Phoenix**

 WEBSITE  DIRECTIONS

12

Next ▶

You must log in or register to reply here.









Share:        

EXHIBIT E-2

Mar 8, 2019

All you have to do is have the pax change the destination in the app, it's easy and if they don't know how, show themido it for them - but have them hit "confirm"

Same thing for strip clubs.

This also protects you against going afoul of "diversion" laws.

This isn't rocket surgery.


 JethroBodine

EXHIBIT E-3

UberPeople.NET - Independent community of rideshare drivers. It's FREE to be a person and enjoy all the benefits of membership. **JOIN US! CLICK HERE**

55+ Homes For Sale Casa Grande

3-4 Bed / 2 BA 55+ Home Sale. Deluxe
Manufactured Home Community Near You. See
Photos!

Sun Communities Homes

Forums > Geographical > US Cities > West : 19 Cities > **Las Vegas** >

Stay Compliant Reminder Notification- Anyone else get this?

Dollywood18 · Mar 18, 2019

D

Dollywood18
Member

Mar 18, 2019

#1

Stay Compliant notification reminder popped up to only take passengers to destination in the app and to make sure your tnc sticker is in the window.

2 things

1. Is this a response to the drunk lady being in the car with the non-Uber driver?
2. What if the destination is wrong? I've had addresses in New subdivision that the app showed the drop off was a block away from the physical address. Thoughts?

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remodels, garages, patios & general drafting

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KenLV
Well-Known
Member

Mar 18, 2019

#2

This is strip clubs, like the Rhino, complaining to the state I bet.

Just do it right and you're compliant with the law.

LVcool and Dollywood18

D

Dollywood18
Member

Mar 18, 2019

Thread Starter #3

I just read the feedback on Rhino's in the KB. Just wow!! Enough said..

LVcool

Mar 18, 2019 🔗 #4


Exactly. Just like I did on Saturday night...

Me: you guys are going to CH?


Them: yes. What do u recommend?

Me: CH is ok. But H is bigger and better. I always take people there and it's literally across the street.

Them: ok. Let's go to H!

As long as they ask what I recommend, I'm following the "rules" 

LVcool



Taxi2Uber
Well-Known Member

Mar 19, 2019

#5

"Drivers cannot attempt to convey any passenger to a destination other than the one directed by the passenger via the Uber app."

You are not allowed to divert passengers. Period. But with careful wording, it could bring you into a grey area. I'm sure with Planet 13's location and kickbacks, Reef's business has suffered. Businesses that choose not to "pay to play" have likely voiced their grievance.

"Drivers are required to have the Uber trade dress and TNC sticker displayed in the bottom, passenger-side corner of their windshield."

Want to reduce over-saturation of drivers? Report the violators. Report Uber for contracting with the violators. Seems like a jerk-move, but why should a driver in complete compliance have to wait for a ping, while Uber offers pings to an illegal driver.

LVcool

Tobler Law

Mar 19, 2019

Whew, I thought I had caused this. I dropped off a kid at Valley High School and he told me he was 17. He told me the account was his. Then had a pax I picked up at T1 and his drop off was at T1 drop off, but he was headed toward the convention center but was unable to change destination due to ride being a pool.

Uberman12345

6

Active Member

Mar 19, 2019

#7

I'm sure Metro will make it a top priority to ensure all 50,000 of us stop diverting our passengers to a place with a better kickback.

But srsly folks, I kind of read that warning as, "Make sure you have them change the destination in the app."

LVcool and Dollywood18

Mar 19, 2019 🔗 #8

Planet 13 now requires the app to show Planet 13 as the destination. Weird to ask your passengers to do this while driving past Reef because now it seems a little obvious to the passenger unless you tell them that you get a kickback there. I tell my passengers anyways because why else would you be following them inside. Lame.

uberclone
Member

A

Azazel
Active Member

Mar 19, 2019

#9

uberclone said: ☺

Planet 13 now requires the app to show Planet 13 as the destination. Weird to ask your passengers to do this while driving past Reef because now it seems a little obvious to the passenger unless you tell them that you get a kickback there. I tell my passengers anyways because why else would you be following them inside. Lame.

Why not change the destination yourself if you don't want to ask your passenger



Daniel Harbin
Well-Known
Member

Mar 19, 2019

#10

Azazel said: ☺

Why not change the destination yourself if you don't want to ask your passenger

Because the pax can claim that was not his destination.

KenLV

Call 24/7 for Free Consult

Exclusive Focus on Personal Injury. No
Recovery, No Fee.

Tobler Law



KenLV
Well-Known
Member

Mar 19, 2019

#11

uberclone said: ☺

I tell my passengers anyways because why else would you be following them inside. Lame.

Why tell them anything?

And if you feel you must, try...

"I think I'll take advantage of this stop and use the men's room."

For P13, you just walk in and go into the door on the right. Easy peasy.

Azazel said: ☺

Why not change the destination yourself if you don't want to ask your passenger

Because it's still a scam that works on Lyft for the paxhole to ask you to change destination and then they later claim they didn't.

Free ride for them, "screw you" for the driver.

D

Dollywood18
Member

Mar 19, 2019

Thread Starter #12

uberclone said: ☺

Planet 13 now requires the app to show Planet 13 as the destination. Weird to ask your passengers to do this while driving past Reef because now it seems a little obvious to the passenger unless you tell them that you get a kickback there. I tell my passengers anyways because why else would you be following them inside. Lame.

[/QUOTE]

Taxi2Uber said: ☺

"Drivers cannot attempt to convey any passenger to a destination other than the one directed by the passenger via the Uber app."

You are not allowed to divert passengers. Period. But with careful wording, it could bring you into a grey area.

I'm sure with Planet 13's location and kickbacks, Reef's business has suffered.

Businesses that choose not to "pay to play" have likely voiced their grievance.

"Drivers are required to have the Uber trade dress and TNC sticker displayed in the bottom, passenger-side corner of their windshield."
Want to reduce over-saturation of drivers? Report the violators. Report Uber for contracting with the violators.
Seems like a jerk-move, but why should a driver in complete compliance have to wait for a ping, while Uber offers pings to an illegal driver.

But don't all drivers receive a tnc sticker when there car passes initial inspection and process??

U

Udrivevegas
Well-Known
Member

Mar 19, 2019

#13

Drivers get the TNC sticker and all the stuff they should display, with instructions on how to display it properly. A lot of drivers put it in the middle or on the drivers side windshield. I see them all the time. And there have been a number of drivers on here that claim they don't display anything. So it's probably a valid point on that one.

Taxi2Uber



LVcool
Well-Known
Member

Mar 19, 2019

#14

Just have the Pax change the destination. It's easy. They know how to do it. Pax expect to get our advice.



Taxi2Uber
Well-Known
Member

Mar 20, 2019

#15

Dollywood18 said: ☹

But don't all drivers receive a tnc sticker when there car passes initial inspection and process??

Yes, but there are other regulations as well.
Using proper/current trade dress. How many old "U"s that were 2 trade dresses ago, still being used today.
Proper placement of trade dress. As mentioned, how many do you see placed in the middle, or missing altogether.
Some may think its trivial, but its required nonetheless.

Take the Clark County Business License(orange card), for example.
Uber should be punished/fined for contracting with drivers that are not legally able to do business in CC.
I don't receive a ping while Uber offers a ping to an illegal driver? It's wrong, and hurts my company's bottom line.

I liken it to the hiring of Illegal aliens.
Much like a company being punished/fined for hiring illegals, Uber too, should be punished/fined for knowingly and willingly contracting with drivers not in compliance with the law.

Instead of Uber sending us a reminder to be compliant, how about authorities taking action, reminding Uber to be compliant in the hiring/contracting with ONLY LEGAL drivers, giving some of us our deserved opportunity.

Vegas rides, Udrivevegas and DEEJER77

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EXHIBIT E-4



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Today is 4/20 get those dispensary runs!

Uberisfuninlv · Apr 20, 2019

U

Uberisfuninlv
Well-Known Member

Apr 20, 2019

#1

And make sure to divert from Reef and Essence. Planet 13 is nearby both of them!

hrswartz

▸ ×

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EXHIBIT E-5

Forums > Geographical > US Cities > West : 19 Cities > Las Vegas >

Heads up dropping off at MedMen (May want to redirect)

Uberisfuninlv · Jul 29, 2019

1 of 2

Next ▶▶

U

Uberisfuninlv
Member

Jul 29, 2019

#1

From the app itself:

Verizon 4:22 PM 39%

MedMen

4503 Paradise Rd Suite 210-240 Las Vegas



NO PAYOUT FOR UBER RIDES

\$10 PER DROP FOR LYFT/TAXI

\$20 PER DROP FOR LIMO/SHUTTLES

OPEN 24 HOURS

CORNER OF HARMON & PARADISE


 UP TO **\$50** COMMISSION FOR EVERY GRAND CANYON BOOKING!

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gerg and AtomicBlonde

UP

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TransporterX

Well-Known Member

Jul 29, 2019

#2

Ths for the heads up. Only dropped there once anyway. And P13 is still my fav.



AtomicBlonde

Well-Known Member

Jul 29, 2019

#3

Heads up for taxi drivers, it's double the kickback if you're driving a MedMen car. Lol

StevenMA



Spider-Man

Well-Known Member

Jul 29, 2019

#4

why uber? an lyft is allowed



jjub40

Well-Known Member

Jul 29, 2019

#5

Spider-Man said: ↗
why uber? an lyft is allowed

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Dude. People in general are @@@@ing sick of Uber and their BS. Good for MedMen

D**Drivincrazy**

Well-Known Member

Jul 29, 2019

#6

Late Saturday nite...redirected a
Pax from a non paying disp. To P13...in and out <5 minutes...\$20. The Grove is also quick. Pisos is slooow.

**VegasRickster**

Well-Known Member

Jul 29, 2019

#7

Love P13....Pios never a problem....Acres have to wait till pax actually makes a purchase which kinda steamed me.....never had a
Grove run....Medmen is out after seeing this.....

blackeleven

**Spider-Man**

Well-Known Member

Jul 29, 2019

#8

Drivincrazy said: ↗

Late Saturday nite...redirected a
Pax from a non paying disp. To P13...in and out <5 minutes...\$20. The Grove is also quick. Pisos is slooow.

they upped it to 20\$? ive been there numerous x only got 15\$

ArtM and Udrivevegas

U**Udrivevegas**

Well-Known Member

Jul 29, 2019

#9

Spider-Man said: ↗

they upped it to 20\$? ive been there numerous x only got 15\$

You haven't figured out that everything he's been saying is BS?

Spider-Man

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Base Rate Sucks

Well-Known Member

Jul 29, 2019

#10

P13 sent out a text to drivers that sat was a special 20 dollar KB day. It was a single day promo. Put yourself in their text and you will be in the know. Of course I wasn't lucky enough to get a rider to p13. Ugh.

Taxi2Uber



Mountain Biker

Member

Jul 30, 2019

#11

Apothecary is now giving out a punch card and the 10th punch is \$50 rather than \$15. They are super easy, nice, and provide fast service.

Ermwad



Wasted_Days

Well-Known Member

Jul 30, 2019

#12

Planet 13 every single time for me, PAX always seem pretty stoked when they see how clean and easy it is. I actually go out of my way to bad mouth those dweebs at REEF, I guess I'll add MedMen to the list.

Spider-Man



Ermwad

Member

Jul 30, 2019

#13

Mountain Biker said: ↗

Apothecary is now giving out a punch card and the 10th punch is \$50 rather than \$15. They are super easy, nice, and provide fast service.

Good looks.



Spider-Man

Well-Known Member

Jul 30, 2019

#14

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Mountain Biker said: ↻

Apothecary is now giving out a punch card and the 10th punch is \$50 rather than \$15. They are super easy, nice, and provide fast service.

I can go to p13 10x for 150\$, your shorting yourself a Cnote

father of unicorns



toosexyforvegas

Well-Known Member

Jul 30, 2019

🔗 #15

Just dropped off at NuWu North of Downtown. They claim to be the biggest dispensary in town. No payout for rideshare drivers, just Limo drivers.



Uberisfuninlv

Member

Jul 30, 2019

Thread Starter 🔗 #16

Yea NuWu is a no no for me. No payouts for rideshare. MedMen downtown still pays \$15



Taxi2Uber

Well-Known Member

Jul 30, 2019

🔗 #17

Planet 13 has always been the best, although yesterday was the first time it wasn't the best experience.

The security guard got a little snippy with me for no reason.

And the guy handing out the kickback was kind of a jerk.

Looks like some of the driver's attitudes are getting on these guy's nerves.

I've seen drivers come in and tell the guy to hurry up.

I've seen drivers come in and argue they dropped off earlier in the day, or yesterday, now demanding their kickback.

I've seen a driver not have his drivers license yelling at the guy, like it's his fault.

Might ruin it for the rest of us.

AtomicBlonde, Morph4290vegas and NO DEAL



AtomicBlonde

Well-Known Member

Jul 30, 2019

🔗 #18

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Taxi2Uber said: 

Planet 13 has always been the best, although yesterday was the first time it wasn't the best experience.
The security guard got a little snippy with me for no reason.
And the guy handing out the kickback was kind of a jerk.

Click to expand...

Now you mention it, the guy at Planet 13 was a bit... less friendly than usual when I was in there the other night. And I was the only one there at the time so it's not like people were rushing him.

I can see some of the bonehead cab drivers being jerks. The way the Desert Cab guys drive, they seem very impatient, like they're counting seconds for no reason. A lot of Uber drivers are probably just newbies who don't know any better.

Taxi2Uber

D

Drivincrazy

Well-Known Member

Jul 30, 2019

 #19

I got one by accident-re-direct...I didn't know it wasn't \$20 all the time. Picked a good day...yes! In and out, <5 minutes.

U

Uberisfuninlv

Member

Jul 30, 2019

Thread Starter  #20

P13 has been no problem for me. Maybe MedMen has had bad experiences with Uber Drivers and that's why they decided to eliminate the KB?

We should be happy we get anything. And the break to walk out and stretch our legs and clear our head from driving PAX is very welcomed. Don't ruin it for the rest of us if you are gonna be jerks to them. Look at what MedMen by the airport did...

1 of 2

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8/3/2020

Heads up dropping off at MedMen (May want to redirect) | Uber Drivers Forum

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The Grove kickback

 [father of unicorns](#) ·  Aug 20, 2019

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father of unicorns

Well-Known Member

Aug 20, 2019

 #1

Dropped off couple at the Grove last night after 10 pm, and it appeared the security guard would not let drivers in for their kickbacks. It appeared he would radio someone inside and commented on how they arrived (Lyft, Uber, cab). After about a 5-10 minute wait he would get the kickback for the drivers and then hand it to them. Some of the drivers would then appear to shake his hand, to slide him a piece of the kickback. Has anyone else noticed not being let in (maybe at night) to get the kickback?

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9

5★OG

Well-Known Member

Aug 20, 2019

 #2

Tip the security guard? Lol what is that kb 10 bucks? What a joke



father of unicorns

Well-Known Member

Aug 20, 2019

Thread Starter  #3

5★OG said: 

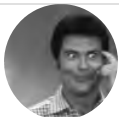
Tip the security guard? Lol what is that kb 10 bucks? What a joke

I don't know, the guard was not letting no driver inside to collect. Maybe because it was at night, maybe this is how the Grove wants to handle paying drivers. It just looked real inconvenient to me.

Aug 20, 2019


 #4

They are not on KB app now.



JethroBodine
Well-Known Member

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Spider-Man
Well-Known Member

Aug 20, 2019 #5

Simple Solution, any Disp you Persuade them to go to P13. and get your \$ w/no hassle. i haven't been Turned down Once, i make it sound like a Movie Description when getting them to go there

father of unicorns


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Phoenix


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AtomicBlonde
Well-Known Member

Aug 20, 2019 #6

father of unicorns said: ☺
 Dropped off couple at the Grove last night after 10 pm, and it appeared the security guard would not let drivers in for their kickbacks. It appeared he would radio someone inside and commented on how they arrived (Lyft, Uber, cab). After about a 5-10 minute wait he would get the kickback for the drivers and then hand it to them. Some of the drivers would then appear to shake his hand, to slide him a piece of the kickback. Has anyone else noticed not being let in (maybe at night) to get the kickback?
 Not having to go in with the customers would be an improvement. On the other hand, good luck finding room in that parking lot at certain times for the guard to even see you, or to park and wait. The Grove is annoying.
 Talking people into MedMen or Planet 13 isn't hard. It's even easier if you've been in these places as a customer. MedMen and P13 are both much better stores, so you ain't lyin'.




JethroBodine
Well-Known Member

Aug 20, 2019 #7

AtomicBlonde said: ☺
 Not having to go in with the customers would be an improvement. On the other hand, good luck finding room in that parking lot at certain times for the guard to even see you, or to park and wait. The Grove is annoying.
 Talking people into MedMen or Planet 13 isn't hard. It's even easier if you've been in these places as a customer. MedMen and P13 are both much better stores, so you ain't lyin'.
 MedMen does not give kickbacks anymore.


Dollywood18, father of unicorns, Uberisfuninlv and 1 other person



AtomicBlonde
Well-Known Member

Aug 20, 2019 #8

JethroBodine said: ☺
 MedMen does not give kickbacks anymore.
 Wait, what? I was in there like a week ago! Those scoundrels...



Uberisfuninlv
Well-Known Member

Aug 20, 2019 #9

Yup
 It's best to look at the KB app once every week
 Sometimes things change and we don't notice
 Looks like a bunch of dispensaries don't payout anymore or are missing

father of unicorns and JethroBodine Home Forums US AU World What's new Tools
 MedMen, the grove, cultivate, the apothecary shoppe, Jardin, used to all pay \$10 or \$15

Fewer options but the ones that appear to be decent \$10 and up still are Thrive, Acres, Oasis, Pisos, P13, Releaf

Last edited: Aug 20, 2019



AtomicBlonde
Well-Known Member

Aug 20, 2019

#10

MedMen is a good store, but Planet 13 is better, pays more than MedMen used to, gives us twice the discount, and lets us use the driver bathrooms even if we're not dropping off. Only downside is it's not on the way from the airport, but I can probably sell that. P13 it is!

JethroBodine, Uberisfuninlv and Spider-Man

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TransporterX
Well-Known Member

Aug 20, 2019

#11

First time dropping off there, private regular wanted to stop by. I didn't even go down or bothered asking for kickback. The big black dude approached me and gave me \$20. Tipped him \$5. First time kickback walked itself to me. lol

U phoria

G

GoBigBlue
Well-Known Member

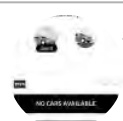
Aug 20, 2019

#12

JethroBodine said: ☺

MedMen does not give kickbacks anymore.

Got my KB last week from both locations...



Taxi2Uber
Well-Known Member

Aug 20, 2019

#13

I got nothing from the Grove.
Dropped off, right in front of security.
Customers went in and I walked up to security and he said, "We don't give kickbacks"
"Since when?" I asked.
He just shook his head and said again, "No kickback" and turned away.
No more rides to the Grove if I can help it.

JethroBodine

U

Udrivevegas
Well-Known Member

Aug 20, 2019

#14

These places could all stop paying kickbacks, and the small amount of drivers that divert pax to other places wouldn't make any difference at all.

U

Uberisfuninlv
Well-Known Member

Aug 20, 2019

#15

I don't know. Word gets out among drivers, the KB app gets updated. Once a driver gets screwed he never drops off there again and goes somewhere else

It does have an affect. It just takes some time.

TransporterX

Big O Tires

 Phoenix

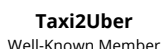
 DIRECTIONS



Aug 20, 2019

 #16

Rarely does someone get in my car knowing what weed store they want to go to. Or strip club, for that matter. Either they ask me, or they just asked the doorman and ask me if he's right. Even the ones who Yelp first ask if they're going to the right place.



Aug 20, 2019

#17

I had one to the Apothecary Shoppe the other day. (Its been well over a year since the last one) Customer wasn't wavering. It was his go-to and he's been to the others. Knowing I had to awkwardly follow him in, I just told him we get a KB and I'm going in with him. He was cool about it. Thankfully no line, but security and check-in person still made it weirder than it had to be. All for \$5. Hate that place.

Udrivevegas

Udrivevegas
Well-Known Member

Aug 20, 2019

#18

AtomicBlonde said:

Rarely does someone get in my car knowing what weed store they want to go to. Or strip club, for that matter. Either they ask me, or they just asked the doorman and ask me if he's right. Even the ones who Yelp first ask if they're going to the right place.

Yeah. In a cab. With Uber the choice has been made before they get picked up. Now we have to convince them to go to a different place. I'm still willing to bet most drivers won't put in the effort. Hell, most don't take the time to figure out their actual costs of driving.

Taxi2Uber said:

I had one to the Apothecary Shoppe the other day. (Its been well over a year since the last one) Customer wasn't wavering. It was his go-to and he's been to the others. Knowing I had to awkwardly follow him in, I just told him we get a KB and I'm going in with him. He was cool about it. Thankfully no line, but security and check-in person still made it weirder than it had to be. All for \$5. Hate that place.

Why only \$5? I got \$15 about a week ago. I don't see them in the kickback app right now though.



Aug 21, 2019

Thread Starter  #19

Taxi2Uber said:

I got nothing from the Grove.
Dropped off, right in front of security.
Customers went in and I walked up to security and he said, "We don't give kickbacks"
"Since when?" I asked.
He just shook his head and said again, "No kickback" and turned away.
No more rides to the Grove if I can help it.

I dropped off there Tuesday night, and spoke with the black security guard. Asked if the Grove still does kickbacks, he responded, "You got one yesterday right?". He then mentioned that as of Tuesday they were not in the KB app, but still does the KB. Got my \$15 and rolled.



5☆OG
Well-Known Member

Aug 21, 2019

 #20

Those kbs are too small and mostly a pain in the ass. I did like planet 13 very easy. Havent done many as i avoid the strip corridor in general. Go in with the customer? how awkward is that..lame.


TransporterX


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The Grove kickback

father of unicorns · Aug 20, 2019

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VegasNick
Member

Aug 21, 2019

#21

Take them all to Planet 13, they have a rider lounge with a restroom and pay \$15 very quickly.

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NowWeAllBroke
Active Member

Aug 21, 2019

#22

Ugh. Reading through this entire thread has me confused. Could someone please state the FACTS of the matter concerning The Grove? (The Grove has always been my go-to place and I have never found the "black security guard" anything more than friendly and helpful) If The Grove has truly changed its attitude/policy towards taxi/RS drivers I'll be disappointed. Please keep us updated with the FACTS.



KenLV
Well-Known Member

Aug 22, 2019

#23

Udrivevegas said:

These places could all stop paying kickbacks, and the small amount of drivers that divert pax to other places wouldn't make any difference at all.


Tell that to Reef.

UberDriverLV and Uberisfuninlv

Aug 22, 2019


#24

My best advice to divert a pax that worked for me 99% of the time. You see where they are going. Crack a joke like oh you picked reef. Good luck. It makes them curious why you said that. Then proceed with their product is second grade and higher priced and planet13



Drewsnutz
Active Member

is right next door with much better pricing and product. Can make planet 13 any dispensaries name you like. Then if they don't automatically say re route me to there. Be semi passive aggressive and say you still wanna go to the worst dispensary around? Honestly i have gotten many tips amd kickbacks from this and usually a good rating. Only 1 time a bad one as they worked at reef ??



Taxi2Uber
Well-Known Member

Aug 22, 2019 #25

Drewsnutz said: ☺

My best advice to divert a pax that worked for me 99% of the time. You see where they are going. Crack a joke like oh you picked reef. Good luck. It makes them curious why you said that. Then proceed with their product is second grade and higher priced and planet13 is right next door with much better pricing and product. Can make planet 13 any dispensaries name you like. Then if they don't automatically say re route me to there. Be semi passive aggressive and say you still wanna go to the worst dispensary around? Honestly i have gotten many tips amd kickbacks from this and usually a good rating. Only 1 time a bad one as they worked at reef ??


If you say P13 is right next door to Reef, they'll say take me to Reef and I'll just walk to P13 after.
Better, I think, is to say P13 is closer.

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Phoenix

WEBSITE DIRECTIONS




NowWeAllBroke
Active Member

Aug 23, 2019 #26

VegasNick said: ☺

Take them all to Planet 13, they have a rider lounge with a restroom and pay \$15 very quickly.

A RIDER lounge or a DRIVER lounge?




808master
Member

Aug 23, 2019 #27

Went to the grove on sunday, the big black security did go in and come out and hand us the 15\$. Never had an issue with P13 drop either easy 15\$ in and out and they have waters, coffee. etc..

father of unicorns



jjub40
Well-Known Member

Aug 23, 2019 #28

First he was the "

808master said: ☺

Went to the grove on sunday, the big black security did go in and come out and hand us the 15\$. Never had an issue with P13 drop either easy 15\$ in and out and they have waters, coffee. etc..

First he was the "black" security guard now he is the "big black" security guard. Cmon guys just call him by his name. His name is Willie.


5☆OG


◀ Prev 1 2

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EXHIBIT E-8

EXHIBIT E-9



Ellemay
Active Member

Jun 19, 2020

#124

AtomicBlonde said:

Is anyone paying kickbacks? Planet 13 / MedMen at least?

I do know there are people who have been there longer than I have, who weren't slackers, who haven't been called. Maybe Kabit calls and book were big factors?

P13 pisos acres that I know of



Taxi2Uber
Well-Known Member

Jun 19, 2020

#125

AtomicBlonde said:

Lol I just got a call from the Red Light "girls direct to your room" people telling me they are open for business so don't hesitate to send some guys their way lol lol 😂😂

And yet strip clubs are not allowed to be open.
I see salons, where there is close contact, are open
I see that massage parlors are allowed to be open.
I also see jiu jitsu/martial arts schools open.
Seems it would be easier to social distance at a strip club than the above.
Makes no sense.

Uberisfuninlv



LasVegasMellowYellow
Well-Known Member

Jun 20, 2020

#126

LasVegasMellowYellow said:

Planet 13 is... the Grove is not...as of Wednesday. Those are the only two that I'm certain of.

Confirmed again on Saturday... Grove isn't paying yet. Planet 13 is. Has anyone dropped at Medmen for a confirmation? (cab not uber. I think paradise/harmon quit paying rideshare long ago) Grove was always an easy sell coming out of the airport.

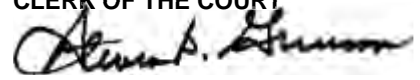



EXHIBIT F

4:14

LTE

97



Planet 13

700 feet

2548 W Desert Inn Rd Las Vegas

SEE THE ROUTE

\$15 PER DROP

MUST SHOW PROOF OF RIDE.

PAYOUTS FROM 9AM - 1AM

Marijuana superstore & entertainment complex with easy drops and payouts.


All drivers: prior to 12 midnight, pull up to the front of our red ball monument and drop your riders. You will receive a paper receipt from a P13 staff member to take to our payout area around the west side of our building. AFTER midnight we do not issue paper receipts - proceed directly to our payout area after parking your vehicle. Uber and Lyft be prepared to show your ACTIVE ride (and drivers license) for verification to our payout personnel.

If you need to leave and cannot accept your payout at time of drop, be sure to have our staff member sign, and note date and time on your receipt - you may return before midnight of the SAME DAY for payout. If you are not issued a receipt, you will not be paid out. Best practice is to simply turn off your driver app or stop new ride requests and come collect your payout at the time of your drop. Drivers license is required to receive payout. We pay out extremely quickly.

Taxi: must provide customer copy of receipt or tell P13 staff member to verify and note on our paper receipt upon rider drop that your meter is still running in the event you are waiting for your riders. Taxis must park in our taxi line or on our far west wall near the payout area, not in parking spots.

DO NOT enter the dispensary with your riders.

You will be required to complete an IRS form W-9 if this is your first drop with P13



(702) 815-1313



SUPER LIQUOR

\$20 OFF

CASH ONLY

BLURRRR TIMESHADE PLAZA

APPENDIX 352

EXHIBIT G



June 24, 2019

Cease and Desist -- Litigation Hold

Planet 13 Holdings, Inc.
c/o Co-CEO Larry Scheffler
Co-CEO Robert Groesbeck
2548 W. Desert Inn Road
Las Vegas, Nevada 89109

**Re: Nevada's Prohibited Acts by Drivers Statute; Concert of Action
Liability; Aiding and Abetting Liability.**

Dear Messrs. Scheffler and Groesbeck:

I represent Tryke Companies, the owner and operator of Reef Dispensaries. Among other locations, Reef operates at 3400 Western Avenue, Las Vegas, Nevada 89109, and has for years. More recently, your company has opened a facility very nearby, at 2548 West Desert Inn Road, Las Vegas, Nevada 89109.

Cease and Desist

My client has documented instances where transportation services customers (*e.g.*, Uber customers) have asked to be driven to Reef, but have instead been shunted to Planet 13. Customers seeking out Reef have been told that Planet 13 "is" Reef, and have been dropped off at Planet 13 instead of Reef. To be clear, customers seeking to patronize Reef have been dropped off directly at Planet 13 and falsely told that they are at Reef. When questions have been raised to challenge the representation that they are at Reef (when they are not), customers have been provided a fallback line that "everyone" goes to the location they are being dropped at (*i.e.*, the Planet 13 location). We have reason to believe that drivers engaged in such conduct are rewarded by Planet 13 with monetary payments known as "kickbacks". And, we are aware that Planet 13 caters to transportation services drivers in various ways, beyond paying kickbacks to drivers for bringing customers to its location.

As discussed below, it is no excuse or defense to claim that the conduct of transportation services drivers is not within the direct control of Planet 13.

Specifically, beyond the potential problems associated with paying kickbacks to persons unregulated under Nevada's marijuana laws seeking to nonetheless cause a sale of a controlled substance for compensation by one-on-one interaction, and although strip clubs (for example) pay kickbacks to get customers to their property (and within certain boundaries

v.2010

that practice can be legal), controlling Nevada law prohibits the practice which my client has observed occurring. NRS 706A.280(2) states that, “with respect to a passenger’s destination”, a driver “shall not: (a) Deceive or attempt to deceive any passenger who rides or desires to ride in the driver’s motor vehicle” or “(b) Convey or attempt to convey any passenger to a destination other than the one directed by the passenger”. And, while the above-quoted statutory prohibition applies to illegal driver conduct, Nevada law also extends those prohibitions to others, including Planet 13, who or which, through promotion or other conduct concerning such activity, support such activity through concert of action, who conspire to cause it, or who do or seek to aid and abet it.

In Nevada, it is illegal for two or more persons to violate the law while acting in concert. Restatement (Second) of Torts, Section 876(a). No intent to accomplish an unlawful objective for the purpose of harming another is required in order for concert of action liability to arise. All that is required for “concert of action” liability to arise is unlawful conduct and a “tacit” agreement, which may be demonstrated simply by a common design. W. Prosser, Law of Torts, Section 46, at 291 (4th Ed.).

As the Nevada Supreme Court has held, that tacit agreement (as with civil conspiracy liability and aiding and abetting liability) need not be in any particular form, and need not extend to all of the details of the conspiratorial scheme. *Eikelberger v. Tolotti*, 611 p. 2d 1086, 1091 (Nev. S. Ct. 1980). Further, civil conspiracy liability may also arise in such circumstances where a purpose of the agreement is to cause injury to another. Any loss of business by my client due to redirection of its customers, for example, would suffice as proof of such injury. And, aiding and abetting liability may rise in the event of such a tacit agreement where there is participation in an unlawful act (or engaging in a lawful act in an unlawful manner) which causes injury pursuant to a common scheme.

At a minimum, my client believes that that evidence of violations of NRS 706A.280(2), and concert of action by your client to support such violations, exists.

Other Nevada statutory law concerning deceptive and unfair trade practices also bans certain forms of misconduct relevant here. These prohibitions include, without limitation, prohibitions on:

- Passing off good for sale as those of another (as when customers seeking out Reef are told they are at Reef when they are, instead, at Planet 13).
- Making a false representation as to the source, sponsorship, approval or certification of goods for sale (as when customers seeking out Reef are told they are at Reef when they are, instead, at Planet 13).
- Making a false representation as to affiliation, connection, association or certification by another person (as when customers seeking out Reef are told they are at Reef when they are, instead, at Planet 13).

See NRS 598.0915 (1), (2) and (3); see also NRS 598.0923 (2) (failure to comply with all required licenses) and (3) (failure to disclose a material fact in connection with the sale of goods).

Based on the foregoing, please consider this my client's demand that Planet 13 immediately and permanently cease and desist from any and all conduct which consists of concert of action, conspiracy to violate, or aiding and abetting in the violation of, or any direct violation of, NRS 706A.280(2), NRS 598.0915, NRS 598.0923 (2) and (3), and any other applicable state common law or statutory law, and any applicable rule, regulation or ordinance touching on and/or concerning the conduct described in this letter, or any similar misconduct unlawful under Nevada law which harms my client and/or fair and lawful competition.

Litigation Hold

My client's investigation into the activities analyzed in this letter is ongoing but has revealed sufficient information for the investigation to continue. The information revealed thus far is sufficiently concerning that my client may contemplate future litigation to enjoin such activity. Pending the completion or cessation of that investigation, this letter is to provide you with notice of the foregoing information in an explicit, written format as of a date certain and to request that a litigation hold be placed with respect to such matters so that, in the event of future litigation, evidence and relevant information in your possession, custody or control is not destroyed, lost, overwritten, misplaced or otherwise unavailable. As such, this "litigation hold" request seeks that you preserve all evidence in your possession, custody, or control that is or may be relevant to my client's claims concerning acts prohibited by NRS 706A.280(2)(a) and/or (b), and any concert of action or aiding and abetting conduct supporting, encouraging or promoting such violations. Such relevant evidence may include, but is not limited to, all matters touching on and or concerning payments to transportation services drivers you have made, arrangements you have made to provide support or encouragement to transportation services drivers, policies and procedures and sanctions which exist in order to prevent, deter and ban support or concert of action concerning NRS 706A.280(2)(a)/(b) violations. This preservation of evidence is required under law, and spoliation of this evidence may lead in any future litigation to my client seeking sanctions and/or all other penalties available under law. To prevent spoliation of relevant electronic information, documents or other data, you may consider it advisable to:

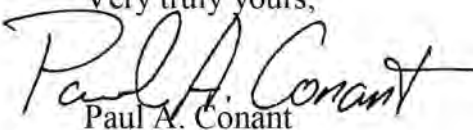
- Avoid deleting, altering, or otherwise failing to retain relevant information, documents, emails, files and/or electronic data.
- Consider cessation of any activity that may result in the loss of electronic data, including, but not limited to, routine rotation, destruction, overwriting, deletion and/or erasure in any way or by any means of such data in whole or in part.

- Consider cessation of any activities which may affect any electronically stored information to be retrieved in a usable format.
- Consider preservation of all of text messages, personal emails and any other form of electronic communication and/or documentation which may touch on or concern the matters described above.

This letter is not intended to be, and should not be construed as, a waiver or limitation of any of the rights and remedies available my client regarding the matters discussed herein, all of which are hereby expressly reserved.

In the event of litigation concerning the issues addressed herein, if information which you have been requested to preserve by this letter is unavailable, my client may seek any and all remedies allowed by law in response.

If there are any questions about the scope of this letter, please do not hesitate to contact me for clarification. As noted above, my client's investigation is ongoing in a lawful manner; further communications concerning this matter may issue as a result, and my client expressly reserves any and all of its rights and remedies.

Very truly yours,

Paul A. Conant

Cc: Brett Scolari, Esq.
General Counsel, Tryke Companies

EXHIBIT H



Corporate Presentation

August 2020

CSE: PLTH
OTCQX: PLNHF

Disclaimer

The forward-looking information and statements contained herein are presented for the purposes of assisting readers in understanding the Company's expected financial and operating performance and the Company's plans and objectives and may not be appropriate for other purposes. The forward-looking information and statements contained in this Presentation represent the Company's views and expectations as of the date of this Presentation and forward-looking information and statements contained herein represent the Company's views as of the date of hereof. The Company anticipates that subsequent events and developments may cause its views to change. However, while the Company may elect to update such forward-looking information and statements at a future time, it has no current intention of doing so except to the extent required by applicable law.

Risk Factors

The Company is indirectly involved in the manufacture, possession, use, sale and distribution of cannabis in the recreational and medicinal cannabis marketplace in the United States through its subsidiary MM Development Company, Inc. ("MMDC"). The State of Nevada, where MMDC operates, permits such activities, however, these activities are currently illegal under United States Federal law. Additional information regarding this and other risks and uncertainties relating to the Company's business are disclosed in the Company's public filings, including its 2018 Annual Information Form dated April 30, 2019 and the most recent quarterly MD&A dated September 30, 2019, both filed on its issuer profile on SEDAR at www.sedar.com. Should one or more of these risks, uncertainties or other factors materialize, or should assumptions underlying the forward-looking information or forward-looking statements prove incorrect, actual results may vary materially from those described herein as intended, planned, anticipated, believed, estimated or expected.

Cannabis-Related Practices or Activities are Illegal Under U.S. Federal Laws

The concepts of "medical cannabis" and "recreational cannabis" do not exist under U.S. Federal law. The U.S. Federal Controlled Substances Act classifies "marijuana" as a Schedule I drug. Accordingly, cannabis-related practices or activities, including without limitation, the manufacture, importation, possession, use or distribution of cannabis are illegal under U.S. Federal law. Strict compliance with state laws with respect to cannabis will neither absolve the Company of liability under U.S. Federal law, nor will it provide a defense to any Federal proceeding which may be brought against the Company. Any such proceedings brought against the Company may adversely affect the Company's operations and financial performance.

Industry Information

This Presentation also contains or references certain market, industry and peer group data which is based upon information from independent industry publications, market research, analyst reports and surveys and other publicly available sources. Although the Company believes these sources to be generally reliable, such information is subject to interpretation and cannot be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other inherent limitations and uncertainties. The Company has not independently verified any of the data from third party sources referred to in this Presentation and accordingly, the accuracy and completeness of such data is not guaranteed.

US Disclaimer

This Presentation is not an offer of securities for sale in the United States or in any other jurisdiction. Securities may not be offered or sold in the United States absent registration or an exemption from registration under the U.S. Securities Act of 1933, as amended.

Currency

Unless otherwise indicated, all dollar ("US\$") values herein are in United States dollars.

Disclaimer

This confidential presentation of Planet 13 Holdings Inc. ("Planet 13" or the "Company") is for informational purposes only and shall not constitute an offer to buy, sell, issue or subscribe for, or the solicitation of an offer to buy, sell or issue, or subscribe for any securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. The information contained herein is subject to change without notice and is based on publicly available information, internally developed data and other sources. Where any opinion or belief is expressed in this presentation, it is based on the assumptions and limitations mentioned herein and is an expression of present opinion or belief only. This presentation should not be construed as legal, financial or tax advice to any individual, as each individual's circumstances are different. This presentation is confidential and is being provided to you solely for your information and may not be reproduced, in whole or in part, in any form or forwarded or further distributed to any person and is for informational purposes only. Readers should consult with their own professional advisors regarding their particular circumstances.

Cautionary Statement Regarding Forward-Looking Information

This Presentation contains "forward-looking information" and "forward-looking statements" within the meaning of applicable Canadian securities laws and United States securities laws. All information, other than statements of historical facts, included in this Presentation that addresses activities, events or developments that the Company expects or anticipates will or may occur in the future is forward-looking information. Forward-looking information is often identified by the words "may", "would", "could", "should", "intend", "plan", "anticipate", "believe", "estimate", "expect" or similar expressions and includes, among others, information regarding statements relating to the business and future activities of, and developments related to, the Company after the date of this Presentation, including such things as future business strategy, competitive strengths, goals, expansion and growth of the Company's business, operations and plans, including the addition of other unique attractions to the Company's existing or proposed facilities, new revenue streams, cultivation and licensing assets, the roll out of new dispensaries and re-opening of existing dispensaries, launch of Planet 13 brands in Nevada or other states, status and timing for cannabis consumption lounge authorization in each state, the expansion of existing cultivation and production facilities wherever located, the completion of cultivation and production facilities that are under construction or may be constructed, the construction of additional cultivation and production facilities, the expansion into additional U.S. markets, any potential future legalization of adult-use and/or medical cannabis under U.S. Federal law, expectations of market size and growth in the United States and the states in which the Company operates or contemplates future operations; expectations for other economic, business, regulatory and/or competitive factors related to the Company or the cannabis industry generally, and other events or conditions that may occur in the future.

Readers are cautioned that forward-looking information and statements are not based on historical facts but instead are based on reasonable assumptions and estimates of management of the Company at the time they were provided or made and involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company, as applicable, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking information and statements. Such factors include, among others, risks relating to the concentrated voting control of the Company and the unpredictability caused by the existing capital structure; U.S. regulatory landscape and enforcement related to cannabis, including political risks; risks relating to anti-money laundering laws and regulation; other governmental and environmental regulation; public opinion and perception of the cannabis industry; risks related to contracts with third party service providers; risks related to the enforceability of contracts; the limited operating history of the Company; reliance on the expertise and judgment of senior management of the Company; risks inherent in an agricultural business; risks related to proprietary intellectual property and potential infringement by third parties; risks relating to financing activities including leverage; risks relating to the management of growth; increased costs associated with the Company being a publicly traded company; increasing competition in the industry; risks relating to energy costs; risks associated to cannabis products manufactured for human consumption including potential product recalls; reliance on key inputs, suppliers and skilled labour; cyber-security risks; ability and constraints on marketing products; fraudulent activity by employees, contractors and consultants; tax and insurance related risks; risks related to the economy generally; risk of litigation and settlements thereto; conflicts of interest; risks relating to certain remedies being limited and the difficulty of enforcement of judgments and effecting service outside of Canada; risks related to future acquisitions or dispositions; sales by existing shareholders; the limited market for securities of the Company; limited research and data relating to cannabis; and other factors beyond the Company's control, as well as those risk factors incorporated by reference herein.

Readers are cautioned that the foregoing list is not exhaustive of all factors and assumptions which may have been used. Although the Company has attempted to identify important factors that could cause actual results to differ materially, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such forward-looking information and statements will prove to be accurate as actual results and future events could differ materially from those anticipated in such information and statements. Accordingly, readers should not place undue reliance on forward-looking information and statements, including the documents incorporated herein by reference, as statements containing forward-looking information involve significant risks and uncertainties and should not be read as guarantees of future results, performance, achievements, prospects and opportunities.

74% of Americans

prioritize experiences over products.

Source: [Expedia](#)



AERIAL ORB SHOW



LED INTERACTIVE FLOOR



LOTUS FLOWERS



OUTDOOR WATER FEATURE



3D PROJECTION



LASER GRAFFITI



Nevada

Retail

Two Retail Locations

- Planet 13 SuperStore
- Medizin Dispensary
 - Opening Q3 2020

In-house Brands and Wholesale

3 Cultivation Facilities

3 Production Facilities

- Multiple top SKUs in Nevada
- 29% of inhouse sales in Q2 are Planet 13 brands

California

Retail

One Retail Location

- Santa Ana SuperStore
 - Opening H1 2021



- Same experience based retail as the SuperStore, just in a smaller package
- Fully built-out 4,750 sq. ft. store
- Closed October 30, 2018 - Reopening Q3 2020
- Last full quarter - Q3 2018 - \$4.9 million in Revenue

SuperStore Cannabis Entertainment Complex



**~US \$63
Million**

in revenue in 2019



**1+ Million
Visitors**

in 2019



**~9% of Nevada's
Total Cannabis
Sales**

in 2019

SuperStore Strategically Positioned in the Las Vegas Market

**Closest dispensary
to the heart of the
Las Vegas Strip**

Minutes from every resort and
casino on the Strip



SuperStore Additional Attractions



**Coffee Shop
& Restaurant**



**Experiential
In-House
Production**



Event Space

Inhouse Brands and Wholesale



Increased cultivation to support vertical integration of Medizin flower line



Wholesaling to 26 dispensaries in Nevada



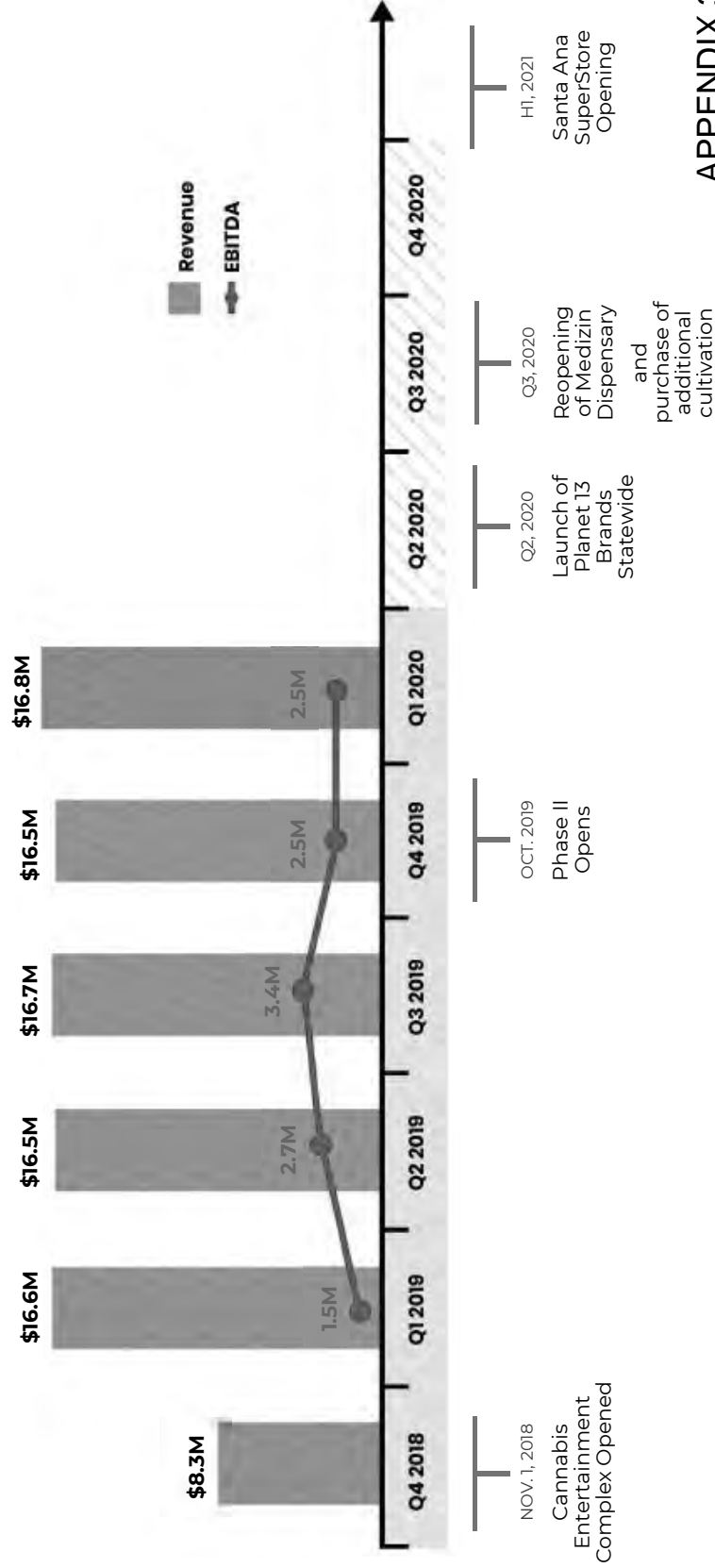
Multiple SKUs across product categories in top 10 in Nevada



Inhouse brands made up 29% of SuperStore Sales in Q2 2020

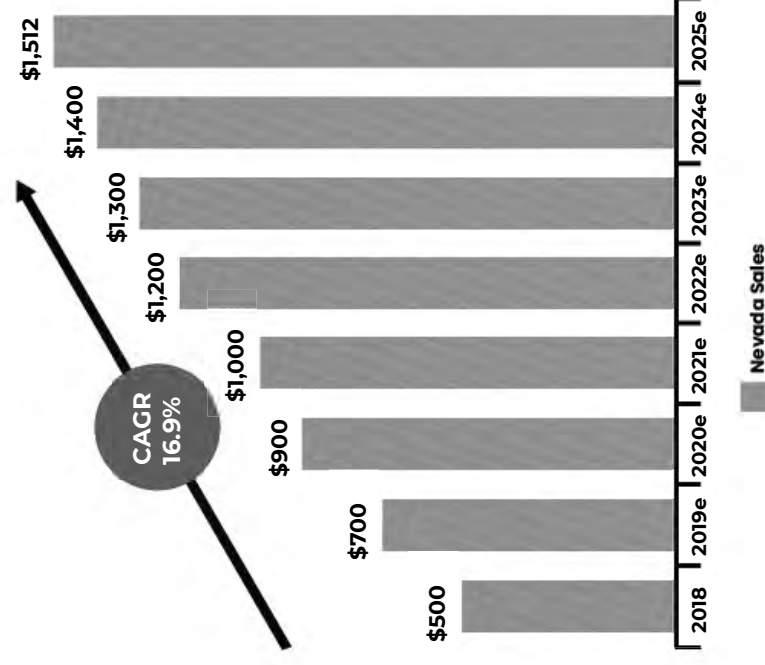
Building Momentum

~\$63 Million USD revenue in 2019 +1 Million Visitors in 2019



2020 Nevada Objectives

1. Maintain ~8-10% share of Nevada cannabis sales
2. Leverage production facility and additional cultivation facility to grow share of Nevada wholesale cannabis sales and increase margin at retail locations
3. Gain share of Las Vegas Valley residents through Medizin Dispensary and delivery business

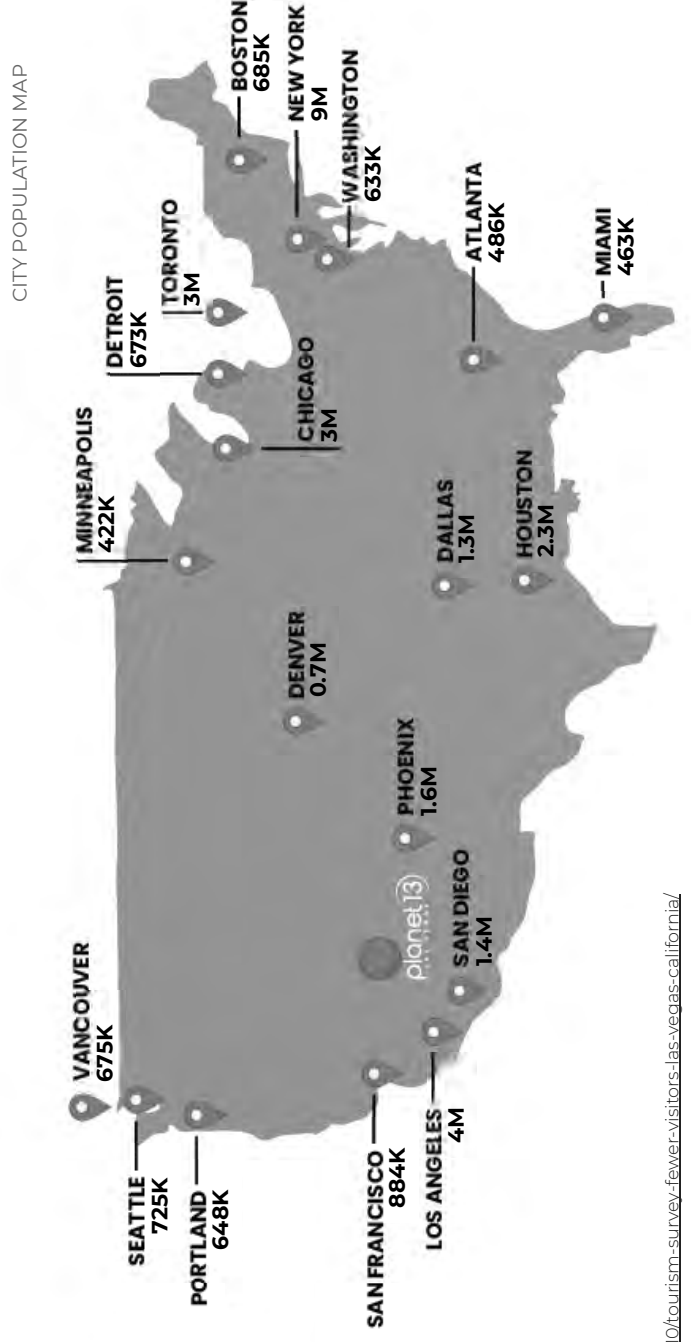


Source: Arcview Market Research

2020 US Objectives

1. First out-of-state expansion
Santa Ana, California

2. Win/acquire additional
licenses in tier-one markets
for future development¹⁾



1) As permitted under State laws.

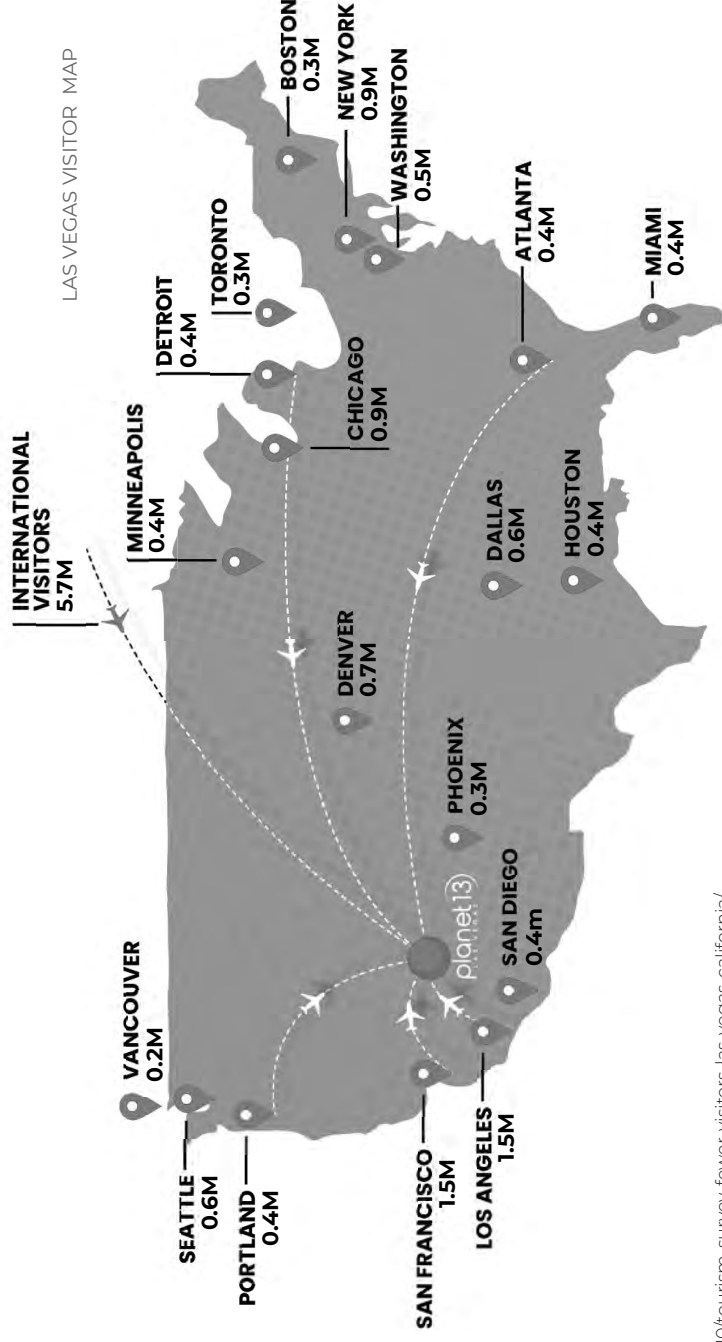
Source: <https://www.lvcva.com/stats-and-facts/>

Source: <https://vegassinc.lasvegassun.com/business/tourism/2019/apr/10/tourism-survey-fewer-visitors-las-vegas-california/>

5 Year US Objectives

8+ SuperStores in tier-one markets across the US

If a city is affluent enough to support a major sports team, Planet 13 is interested in opening a premium cannabis store¹



¹) As permitted under State laws.

Source: <https://www.lvcva.com/stats-and-facts/>

Source: <https://vegassinc.lasvegassun.com/business/tourism/2019/apr/10/tourism-survey-fewer-visitors-las-vegas-california/>

Supported by Fully-Aligned Management and Strong Balance Sheet

Summary Income Statement (USD\$000)	3 Months Ended Mar. 31	
	2020	2019
Revenue	\$16,793	\$13,836
Gross Profit	\$9,280	\$7,455
Adjusted EBITDA	\$2,288	\$1,658
Net Income	\$(1,377)	\$(1,150)

Statement of Financial Position (USD\$000)	As of Mar. 31, 2020
Cash	\$13,938
Long Term Debt	\$884

Fully Diluted Capitalization As of July 31, 2020	
Common Shares	101,966,654
Class A Restricted Shares	59,173,872
Basic S/O	161,140,526
Fully Diluted S/O	170,641,487

Inside Ownership	~55%
------------------	------

(1) Class A restricted shares cannot be voted in respect to election of directors. Class A shares are convertible (at either the option of the company or holder) into common shares.

Management & Board of Directors



Robert Groesbeck
CO-CEO & BOARD MEMBER

- Former Mayor of Henderson, Nevada
- Practiced law for 25+ years
- Serial entrepreneur that has grown multiple successful businesses



Larry Scheffler
CO-CEO & BOARD MEMBER

- Founder of largest private printing company in Nevada
- Former City Councilor
- Managing director of real estate companies owning over 1,000 Acres



Dennis Logan
CFO

- CFO of multiple public companies
- 17+ years in investment banking
- Chair of audit committee for multiple public companies

Management & Board of Directors



Chris Wren
VP OF OPERATIONS

- Won multiple international awards for cannabis strains
- Creator of award winning strain Chloë
- 15+ years of cannabis growing experience



Bill Vargas
VP OF FINANCE

- Over 25 years of senior financial management and accounting experience
- Former CFO and Corporate Secretary of LEC Technologies, a publicly-traded computer leasing company



David Farris
VP OF SALES & MARKETING

- Clio Cannabis award winner for brand design of Dreamland Chocolates
- Has launched and managed a variety of innovative marketing campaigns, strategic sponsorships and events.



Stephen Markle
VP OF PRODUCTION

- Has developed and launched a variety of innovative concentrate and edible products
- 7+ years as an analytical chemist in the nutraceutical and cannabis testing industries

Management & Board of Directors



Adrienne O'Neal
BOARD MEMBER

- Nevada state board of marriage & family therapy
- Owner of Las Vegas Counselor LLC
- Former account manager at R&R Partners



Mike Harman
BOARD MEMBER

- Managing Partner with HRP CPAs, a certified public accounting and consulting firm based in Las Vegas
- Primary focus is business consulting including performing outsourced CIO services



Leighton Koehler
GENERAL COUNSEL

- Licensed attorney and CPA with former work experience as a transactional and tax attorney at EY and senior agent at the IRS
- Successfully represented Fortune 500 company clients before federal, state, and local regulators



Growing Product Portfolio

TRENDI

EXTRACTS • VAPES CONCENTRATES

Trendi specializes in expertly crafting the best disposable vape pen products and concentrates that create the trend, not the other way around. Utilizing cutting edge technology and a unique visual approach, Trendi delivers an exceptional product that upholds a high level of potency and purity.

GENDER

69% MALE
31% FEMALE

TOP LOCATION

LAS VEGAS, NV

AGE RANGE

21-35

SOCIAL IMPRESSIONS

+640k



FLOWER · VAPES CONCENTRATES

Growing medicinal marijuana is an art form, and we treat it as such. All Medizin plant genetics are hand-selected. Careful attention is constantly paid to the cultivation process to ensure that all Medizin products are best in class.

GENDER

67% MALE
33% FEMALE

TOP LOCATION

LAS VEGAS, NV

AGE RANGE

21-35

SOCIAL IMPRESSIONS

+1M





VAPES

Leaf & Vine was founded on a simple mission – to deliver elegance & happiness. Created with handpicked strains with higher CBD content and high-quality vaporizing technology, Leaf & Vine is the perfect brand for on-the-go, sophisticated lifestyles. Each pen contains a state-of-the-art battery designed to last the life of the pen and a chic exterior worthy of display.

GENDER

43% MALE
57% FEMALE

TOP LOCATION

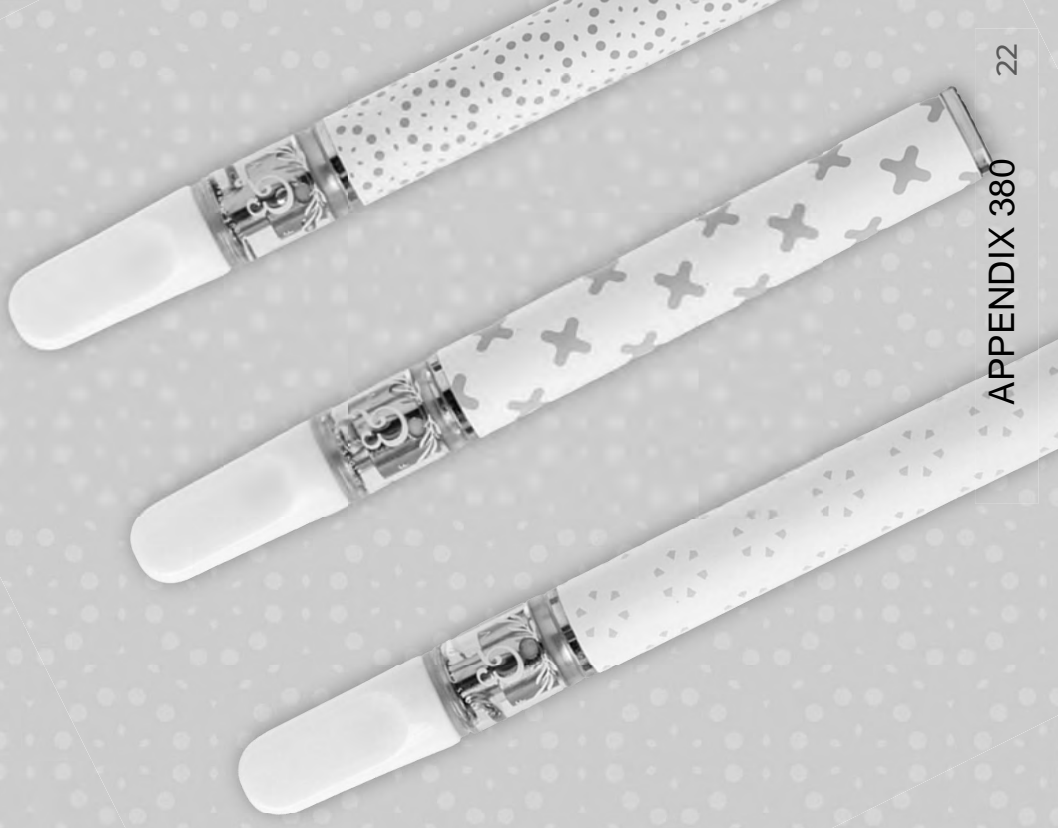
LAS VEGAS, NV

AGE RANGE

21-35

SOCIAL IMPRESSIONS

+600K



DREAMLAND^{★★}

CHOCOLATES

Welcome to the world of Dreamland Chocolates, where your taste buds will be dazzled. We select each of our ingredients and handcraft each flavor in our production facility. A mix of single-origin craft chocolate and pure cannabis distillate, providing the highest caliber of flavor and effect. Designed to be delicious and dreamy for you.

Available Flavors:

Mystical Milk, Cookies n' Dream, Cool Mint, Decadent Dark,
White Chocolate with Radiant Raspberries, Simply Salted Toffee, Crackling Crunch,
Dark Chocolate with Pistachio and Chili Pepper

GENDER

51% MALE
49% FEMALE

TOP LOCATION

LAS VEGAS, NV

AGE RANGE

21-35

SOCIAL IMPRESSIONS

+900K



Growing Product Portfolio



INFUSED GUMMIES

High-quality gummies infused with real-fruit ingredients & flavors that embody our favorite tropical flavors. We believe that edibles should make you feel good and never drag you down. That's why we formulated our gummies to include a burst of laughter with every bite.

Available Flavors:
Fruit Punch, Pink Lemonade, Grape, Mango, Pineapple,
Watermelon, and Blue Raspberry





TINCTURES • TOPICALS BATH BOMBS • GUMMIES

At Planet M, you get exactly what you see.
High-end products that are custom formulated
and curated with full-spectrum and CBD isolate.
For all those times you wanted to feel elevated,
but without the “high”.

GENDER

69% MALE
31% FEMALE

TOP LOCATION

LAS VEGAS, NV

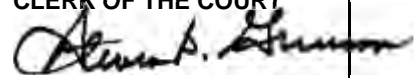
AGE RANGE

21-35

SOCIAL IMPRESSIONS

+800K





Will Kemp, Esq. (#1205)
Nathanael R. Rulis, Esq. (#11259)
n.rulis@kempjones.com
Ian P. McGinn, Esq. (#12818)
i.mcgin@kempjones.com
KEMP JONES, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169
Telephone: (702) 385-6000
Attorneys for Defendant
MM Development Company, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

TRYKE COMPANIES SO NV, LLC, a
Nevada limited liability company,

Plaintiff,

vs.

MM DEVELOPMENT COMPANY, INC.,
dba PLANET 13, a Nevada corporation;
DOES I through C, inclusive; and ROE
BUSINESS ENTITIES I through C,
inclusive,

Defendants.

Case No.: A-19-804883-C

Dept. No.: 24

**MM DEVELOPMENT COMPANY,
INC.'S OPPOSITION TO MOTION FOR
PRELIMINARY INJUNCTION ON
ORDER SHORTENING TIME**

**Hearing Date: September 3, 2020
Hearing Time: 9:00 a.m.**

Defendant MM Development Company, Inc. ("Planet 13"), by and through counsel of record, hereby submits this opposition to Tryke Companies SO NV, LLC ("Reef") Motion for Preliminary Injunction on Order Shortening Time (the "Motion").

I.

INTRODUCTION

Reef's efforts to control the marijuana dispensary industry and its competition are manifested through this litigation. The causes of action advanced by Reef and their various arguments of damage at the hands of Planet 13, however, do little to shroud the fact that this litigation is simply the tool-du-jour by which Reef has chosen to deal with an increasingly

1 competitive marketplace. By way of this action and, particularly this Motion, Reef asks this Court
2 to do what numerous judges previously refused to do, what Nevada Governor Kenny Guinn
3 refused to do, what the Clark County Liquor and Gaming Licensing Board refused to do, and
4 what the Nevada Taxicab Authority refused to do; *i.e.*, expressly ban the tipping of taxicab, Uber,
5 and Lyft drivers.

6 Rather than accept the fact that Reef might have to innovate to stay competitive and retain
7 the market share in the industry that it may have had at one point, Reef has chosen to burden the
8 courts with the assertion of meritless claims and hollow cries of damage against its competition.
9 Indeed, Planet 13 represents a different and successful manner in which to operate an adult-use
10 dispensary in Las Vegas; one with which Reef has simply failed to keep up. As readily as those
11 lines are identified, the Court should recognize that the Preliminary Injunction sought by the Reef
12 is not only unwarranted, but to enter such extraordinary relief upon such a weak showing would
13 be plain error.

14 II.

15 FACTUAL & PROCEDURAL BACKGROUND

16 **A. Historical Overview**

17 It is axiomatic that the working class in a service industry depends, if not survives, on the
18 generation of tip and gratuity income. Indeed, not only do dispensaries tip taxicab, Uber, and
19 Lyft drivers, but many other businesses such as strip clubs, nightclubs, casinos, attorneys, and
20 restaurants do as well. *See, e.g.*, Michael Squires, *Taxicab Authority Repeals Tip Law*, Las Vegas
21 Review-Journal, June 25, 2002, **Exhibit A**; Adrienne Packer, *County Backs Away From Cabby*
22 *Tipping Law*, Las Vegas Review-Journal, Dec. 21, 2005, **Exhibit B**. Some businesses offer cash,
23 others offer other rewards such as free food and drink tickets, free coffee and even free traffic
24 ticket representation. *Id.*

25 In recognition of this reality, over 15 years ago Governor Kenny Guinn vetoed Assembly
26 Bill 505, amid mass protests by taxicab drivers across the state, because Section 133 of that bill
27 banned taxicab driver gratuities. *See* Press Release, Office of Governor Guinn, June 14, 2005,
28

1 **Exhibit C.** Governor Guinn vetoed Assembly Bill 505 because, among other things, “it singles
2 out and hurts the financial well-being of taxicab drivers.” *Id.*

3 Following the Governor’s absolute refusal to ban such behavior, on March 28, 2006, the
4 Clark County Liquor and Gaming Licensing Board followed suit and voted to repeal County
5 Ordinance 8.20.297, in its entirety. This ordinance, for the brief time of its existence, made it
6 unlawful for any liquor licensee “to pay any tip, gift, or gratuity of any kind to any taxicab driver
7 for the delivery of any passenger to the business location of the licensee.” *See* Relevant Portion
8 of Agenda for March 28, 2006, Meeting, **Exhibit D.** The Clark County Commission, in repealing
9 County Ordinance 8.20.297, clearly indicated its intention to permit the practice of tipping
10 cabdrivers. “Commissioners agreed that the issue is one that can be sorted out by the free market.
11 **If businesses want to pay the drivers, the government shouldn’t interfere.” Ex. B., p. 2.**

12 Notably, in 2002, the Nevada Taxicab Authority specifically repealed a regulation that
13 banned taxicab drivers from accepting gratuities from anyone other than their employer or a
14 passenger. **Ex. A.** The Nevada Taxicab Authority did so even with the clear understanding that
15 diversion may happen. When the Nevada Taxicab Authority repealed that regulation in 2002,
16 then-administrator John Plunket said, “[w]e will monitor diversions and if we see it increase, we’ll
17 be out there to enforce the law. **But you just can’t stop people from taking tips.” Ex. A** (bold
18 added). In fact, the Nevada Taxicab Authority’s repeal of the regulation was actually “prompted”
19 by a legal action between adult nightclubs over the practice of tipping. Talking about allowing
20 businesses to tip taxicab drivers, then-administrator John Plunket went further: “For 30 years
21 they’ve been accepting gratuities. It’s almost like part of their salary.” **Ex. A.**

22 Presently, no state or county law prohibits the tipping of taxicab, Uber, or Lyft drivers nor
23 is there any law prohibiting taxicab, Uber, or Lyft drivers from accepting tips.

24 **B. Tipping Practices Previously Unsuccessfully Challenged**

25 Despite the clear directives of Nevada’s executive and legislative branches, an association
26 of adult nightclubs sought to challenge the practice of tipping taxicabs in various lawsuits between
27 2002 and 2006, by filing complaints alleging that other adult nightclubs were, among other things,
28 violating anti-diversion laws under NRS 706.8846. The truth became evident very quickly – that

1 plaintiffs in those cases never had any moral or legal issue with tipping taxicab drivers (or with
2 the anti-diversion statutes) until they decided that tipping was simply an expense they did not
3 want to incur. Over nearly 40 years, tipping of taxicabs increased to as much as \$70.00 per
4 passenger dropped off at some businesses. *See, e.g., Ex. B*, p. 2.

5 As a result of the increase in tipping prices, thirteen adult nightclubs (including Palomino
6 Club, Spearmint Rhino, Déjà vu, Sapphire, Treasures, and Cheetah's, among others) united on
7 December 5, 2005, to form an association, the sole and stated purpose of which was to take legal
8 action to ensure compliance with all of the laws and regulations concerning the adult night club
9 business. Then, in January 2006, the adult nightclub association sent letters to other nightclubs
10 in an attempt to coerce these other nightclubs to stop the practice of tipping taxicabs. If the other
11 nightclubs dared to decline to join the organization, then the association threatened to file suit and
12 request damages and injunctive relief if the facts support such a course of action. Some of these
13 other nightclubs decided against joining the association and, as a direct result, were sued for
14 claims including: Violation of NRS §§ 598A *et. seq.*, Civil Conspiracy, Violation of NRS 207.360
15 Nevada Civil RICO, Intentional Interference with Business Relations, Intentional Interference
16 with Prospective Business Advantage, and Injunctive Relief. *See* Amended Complaint filed in
17 Nevada Assoc. of Nightclubs, Inc. v. D.I. Food & Beverage of Las Vegas, LLC, *et al.*, Eighth
18 Judicial District Court Case No. 05A514591, March 3, 2006, attached hereto as **Exhibit E**.

19 In April 2006, the plaintiff in that case filed a motion for temporary restraining order and
20 preliminary injunction (which is virtually identical to that presented in the instant action) against
21 non-association nightclubs to enjoin those clubs from:

- 22 (1) diverting passengers to nightclubs and away for Plaintiff's nightclubs; and
- 23 (2) knowingly and/or participating in any manner which provides taxicab
24 drivers compensation specifically for taking customers to defendant's
25 nightclub.

26 Compare to Reef's Motion, 26:18-27:1. The request of an injunction was based on affidavits it
27 alleged contained "evidence" of other nightclubs' wrongdoing and that nightclub association
28

members were being “irreparably” harmed by taxicab tipping.¹ Nevertheless, the association waited over two months after the litigation was commenced before filing the preliminary injunction motion.

That motion by plaintiff was denied by Judge Adair in a decision, filed in that action on March 23, 2007. Presently, the very same entities that sought to enjoin the practice of tipping taxi cabs (e.g., Palomino Club, Spearmint Rhino, Déjà vu, Sapphire, Treasures, and Cheetah’s), and those that defended it (e.g. Scores), all offer tips to taxicab, Uber, and Lyft drivers via the Kickback app. Reef now asks this Court to do what Judge Adair refused to do, what Governor Guinn refused to do, what the Clark County Commission refused to do, and what the Nevada Taxicab Authority refused to do; *i.e.*, ban the tipping of taxicab, Uber, and Lyft drivers.

C. Procedural History

On November 5, 2019, Reef filed its Complaint alleging three causes of action: (1) Civil Conspiracy; (2) Aiding and Abetting; and (3) Intentional Interference with Economic Advantage. All of Reef’s claims hinge on the specious and unsupported allegation that Planet 13’s tipping of taxicab, Uber, and Lyft drivers is illegal and somehow designed to encourage the diversion (as defined by NRS 706A.280(2) and NAC 706.552(1)) of passengers to Planet 13. Neither of these predicates is true.

Nevada law is also clear that there is no private right of action under NRS 706A.280(2), NAC 706.552(1), or any other Nevada statutes or regulations for diversion. Planet 13 moved to dismiss Reef’s complaint on this basis and, during oral argument on Planet 13’s Motion to Dismiss, this Court agreed. *See* February 27, 2020 Hearing Transcript (“Hearing Transcript”) at 6:9-11, 15:9-10, and 16:1-2, on file. Yet, the Court denied dismissal of claims because it

¹ After sending the threatening letter (just like Reef did in this matter), the association claimed to have compiled “evidence” to support its request for an injunction. That “evidence” consisted of affidavits from private investigators and an “investigation” for the nightclub association as to “whether or not any Las Vegas Cab Drivers were diverting customers away from their requested destination” (just like Reef submits as part of its instant motion). *See* Affidavits of Hal De Becker, III, and Michael L. Yepko, attached hereto as **Exhibit F**.

understood Reef's Complaint had managed to sufficiently allege the underlying tort of interference with prospective or economic advantage. *Id.* at 15:12-14.

Reef waited nearly ten months *after* filing the Complaint to move for a preliminary injunction. Despite waiting almost a year to file the instant Motion, Reef somehow claims that this Motion had to be heard on shortened time. Aside from the fact that Reef's claims asserted in this litigation have no legal or factual merit, Reef's request for an injunction and its claims of irreparable harm are absolutely refuted by its dilatory conduct alone.²

III.

ARGUMENT

A. Standard for Injunctive Relief

Issuance of the extraordinary remedy of injunctive relief is appropriate only when: (i) the moving party shows a reasonable likelihood of success on the merits; and (ii) irreparable harm will be sustained by the moving party if the requested injunction is not issued. *Pickett v. Camanche Constr., Inc.*, 108 Nev. 422, 426, 836 P.2d 42, 44 (1992); *Number One Rent-A-Car v. Ramada Inns, Inc.*, 94 Nev. 779, 780-81, 587 P.2d 1329, 1330 (1978); *see also* NRS 33.010. "Where, as here, a party seeks a mandatory preliminary injunction, forcing another party to take action that goes beyond maintaining the status quo, such relief is subject to heightened scrutiny and the injunction requested should not be issued unless the facts and law clearly favor the moving party." *Wal-Mart Stores, Inc. v. County of Clark*, 125 F. Supp. 2d 420, 424 (D. Nev. 1999) (citation omitted); *see also* *Mustafa v. Clark County Sch. Dist.*, 876 F. Supp. 1177, 1183 (D. Nev. 1995) ("Mandatory injunctions are not granted unless extreme or very serious damage will result

² When a plaintiff's delays are neither justifiable nor reasonable, and they have materially disadvantaged the defendant, the plaintiff is guilty of laches and precluded from relief. *Bldg. & Const. Trades Council of N. Nevada v. State ex rel. Pub. Works Bd.*, 108 Nev. 605, 611-12, 836 P.2d. 633, 637 (1992); *Carson City v. Price*, 113 Nev. 409, 412, 934 P.2d 1042, 1044 (1997) (six-month delay before threatening legal action, and subsequent two-month delay before filing complaint was inexcusable). Here, Reef first sent a letter threatening litigation in June 2019, but delayed nearly five months before filing its complaint in November 2019. Now, after waiting more than **nine months** after filing its complaint, Reef seeks a preliminary injunction. Reef's conduct is the definition of laches and sufficient grounds alone for denial of Reef's Motion.

and are not issued in doubtful cases.”) (citation omitted). Before Reef can obtain any equitable relief from this Court, it must clearly establish that it enjoys a reasonable likelihood of success on the merits and that it will suffer irreparable harm if Planet 13’s actions are not enjoined. As set forth below, Reef has fallen far short of this heightened standard. Reef’s Motion should be denied.

B. Reef Failed to Establish That the Law and Facts Clearly Favor Enjoining Planet 13

a. Reef has submitted no admissible evidence.

Reef asks this Court to issue an entirely unnecessary preliminary injunction on Reef’s bare allegation that Planet 13 has allegedly violated the law. *See* Reef’s Motion, p. 2:2-5. Reef’s attempted indictment of Planet 13 is not supported by law or evidence, but is merely offered by Reef’s counsel in the form of “argument.” Reef apparently hopes that its sweeping and repeated attacks upon Planet 13 will somehow become evidence or “fact” if they are repeated enough times. Such self-serving statements of counsel are unsupported assertions that have no impact upon this dispute and should be disregarded by this Court. *See, e.g., K-2 Ski Co. v. Head Ski Co.*, 467 F.2d 1087, 1088-89 (9th Cir. 1972) (stating that if the facts in support of a preliminary injunction motion consist “largely of general assertions,” the court should not grant injunctive relief unless the moving party makes a further showing sufficient to demonstrate that he will probably succeed on the merits); *Dermody v. City of Reno*, 113 Nev. 207, 211, 931 P.2d 1354, 1357 (1997) (“A party cannot manufacture a genuine issue of material fact by making assertions in its legal memorandum.”). Other than the rhetoric and hyperbole of its counsel, Reef has no evidence whatsoever to prove that it is “clearly” entitled to a preliminary injunction.

In fact, the only additional “evidence” submitted by Reef consists of an affidavit passing along alleged statements from internet chat boards and allegedly secretly-taped conversations by “secret shopping” riders. *See* Affidavit of Adam Laikin, attached to Reef’s Motion. This “evidence” is textbook inadmissible hearsay. Reef is offering these statements for the truth of the matter asserted. Such statements are inadmissible and should not be considered for purposes of deciding Reef’s Motion. *See ACLU of Nev. v. City of Las Vegas*, 13 F. Supp. 2d 1064, 1070 (D. Nev. 1998) (refusing to consider inadmissible hearsay statements when adjudicating plaintiffs’ preliminary injunction motion). Indeed, a court should be “wary of granting a preliminary

1 injunction based ‘solely on allegations and conclusory affidavits submitted by plaintiff.’” *Id.* at
2 1071 (citation omitted).

3 Furthermore, Reef’s own employee’s “secret shopper” investigation and his statements
4 that Planet 13 “continues to pay kickbacks for diverting customers to Planet 13” go to the ultimate
5 factual and legal issues in this case. *See* Laikin Affidavit to Reef’s Motion. These statements
6 must be excluded for purposes of adjudicating Reef’s Motion. *See ACLU*, 13 F. Supp. 2d at 1071
7 (“Affidavits must be based on personal knowledge and must not contain conclusions of law or
8 ultimate facts.”).

9 Finally, due to the fact that the only “evidence” Reef provides in support of its Motion, is
10 hearsay from a self-serving “secret shopper” investigation and anonymous internet chat boards,
11 Reef has failed to show that **customers**, not hired employees or investigators, are being diverted.
12 Once those Reef employees and/or investigators heard the magic name Planet 13, it appears they
13 stopped all discussions with the driver and acquiesced to the driver’s recommendation. This is
14 not evidence that the same scenario occurs with a customer. In addition, it appears none of the
15 people listed in Reef’s affidavit actually had any contractual relationship with Reef that Planet 13
16 could have allegedly interfered with in any way.

17 In sum, when stripped of its hyperbole and inadmissible evidence, Reef has submitted
18 absolutely no evidence in support of its Motion. Reef’s Motion should, therefore, be denied.

19 ***b. Reef has not borne its burden of clearly demonstrating that it has a reasonable***
20 ***probability of ultimate success on the merits.***

21 In support of its Motion, Reef alleges that it is “likely to succeed on the merits of its claim
22 for tortious interference with prospective economic relations, as well as conspiracy and aiding
23 and abetting claims that relate to this claim.” *See* Reef’s Motion, 20:21-23. As set forth below,
24 Reef has not stated one proper claim for relief against Planet 13, much less met its burden of
25 clearly demonstrating that it has a reasonable probability of success on the merits of its claims
26 against Planet 13.

27 ///

28 ///

i. Reef has failed to state a proper claim for interference with economic advantage.

With respect to Reef's claim for intentional interference with economic advantage, Reef must allege and prove the following elements:

- (1) a prospective contractual relationship between the plaintiff and a third party;
- (2) knowledge by the defendant of the prospective relationship; (3) intent to harm the plaintiff by preventing the relationship; (4) the absence of a privilege or justification by the defendant; and (5) actual harm to the plaintiff as a result of the defendant's conduct.

Wichinsky v. Mosa, 109 Nev. 84, 88, 847 P.2d 727, 729-30 (1993); *Consolidated Generator-Nev., Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1255 (1998) (same). Reef completely glosses over any argument or evidence that it had "a prospective contractual relationship" with any taxicab, Uber, or Lyft passengers. *See* Reef's Motion, 20:19-22:28. That is because there is no "contractual relationship", prospective or otherwise, between Reef and a potential patron of Reef's dispensary.³ As such, Reef has failed to state a proper claim against Planet 13.

Furthermore, even if Reef could state a proper claim for interference with prospective economic advantage against Planet 13 in the absence of a "prospective contractual relationship" Reef fails to offer any evidence to show that any alleged interference by Planet 13 was not privileged or justified. "Privilege or justification can exist when defendant acts to protect his own interests." *Custom Teleconnect, Inc. v. Int'l Tele-Servs., Inc.*, 254 F. Supp. 2d 1173, 1181 (D. Nev. 2003) (citation omitted). Indeed, the Nevada Supreme Court has long recognized that

Perhaps the most significant privilege or justification for interference with a prospective business advantage is free competition. Ours is a competitive economy in which business entities vie for economic advantage. In a sense, all vendees are potential buyers of the products and services of all sellers in a given

³ Reef strains to get around the "prospective contractual relationship" element by discussing paying "illegal commissions" in *Las Vegas-Tonopah-Reno Stage Lines v. Gray Line Tours*, 106 Nev. 283, 792 P.2d 386 (1990). But that case involved a dispute over actions taken while companies were competing over a **contract** with a firm which places tourists with bus companies. *Id.* No contracts are at issue in this action. Moreover, *Las Vegas-Tonopah-Reno Stage Lines* involved illegal payments and, as has been discussed above, none of the tips paid by Planet 13 to any drivers – taxicab, Uber, or Lyft – are illegal.

1 line, and the success goes to him who is able to induce potential customers not to
2 deal with a competitor. Thus, as Prosser states: “So long as the plaintiff’s
3 contractual relations are merely contemplated or potential, it is considered to be in
4 the interest of the public that any competitor should be free to divert them to
5 himself by all fair and reasonable means.” (Prosser, Torts (4th ed. 1971) p. 954.)

6 *Crockett v. Sahara Realty Corp.*, 95 Nev. 197, 199, 591 P.2d 1135, 1136 (1979) (affirming trial
7 court’s grant of summary judgment on tortious interference with prospective economic advantage
8 claim). Stated another way, “[w]here a party has a financial interest in a business, it ordinarily
9 cannot be found that decisions made with respect to that business and for the purpose of furthering
10 that business are improper.” *Id.*

11 While Reef claims that Planet 13 created its tipping program, the reality is – as recognized
12 by the administrator for the Nevada Taxicab Authority in 2002 – that tipping of drivers (taxi,
13 Uber, and Lyft) has been around in Las Vegas since at least the 1970s. **Ex. A.** Planet 13 did not
14 create the concept or program for tipping drivers. As stated by Ruthie Jones, then vice president
15 of the cabdrivers’ union, “This town is based on incentives.” *Id.* And allowing drivers to accept
16 tips is considered part of their wages. *Id.* Moreover, it is a practice that is so widespread that
17 restaurants, museums, pawn shops, casinos, and even shopping malls have engaged in it. *Id.*
18 Even several other dispensaries provide tips to taxicab, Uber, and Lyft drivers. At various times,
19 the following dispensaries all provided tips to drivers: NuLeaf, MedMen (two locations), The
20 Grove, Pisos, Sahara Wellness, Releaf, Acres, Oasis, and Jardin.⁴ Any tipping of taxicab, Uber,
21 or Lyft drivers by Planet 13 is absolutely privileged as free competition, not just with Reef, but
22 with all the other dispensaries in town.

23
24 ⁴ At the time of filing this Opposition, the Kickback app (which Reef mentions in its Motion)
25 lists 16 different strip clubs including Palomino Club, Spearmint Rhino, Déjà Vu, Sapphire,
26 Treasures, Cheetah’s (all part of the plaintiff association in the prior tipping litigation mentioned
27 in Sec. II(B), above – and Scores – one of the defendants in that same litigation, **Ex. E**) all of
28 which offer tips to drivers delivering customers. In addition to the strip clubs, Kickback also lists
7 dispensaries, 3 liquor stores, 2 gun ranges, 2 auto body and repair shops, 2 clubs/pools, 2 car
washes, 12 restaurants, 3 hookah lounges, one tattoo parlor, one spray tanning facility, and a pawn
shop, among others.

1 The Ninth Circuit Court of Appeals has, interpreting California law, enumerated four
2 specific tests, which, if met, exonerate a competitor for the tort of interference with prospective
3 business advantage:

- 4 1. The relation concerns a matter involved in the competition between the actor
and the other;
- 5 2. The actor does not employ wrongful means;
- 6 3. His action does not create or continue an unlawful restraint of trade; and
- 7 4. His purpose is at least in part to advance his interest in competing with the
other.

8 *See Pac. Express, Inc. v. United Airlines, Inc.*, 959 F.2d 814, 819 (9th Cir. 1992) (affirming
9 summary judgment on claim for tortious interference with prospective economic advantage where
10 the defense of competitor's privilege was undisputed).

11 Even though the Nevada Supreme Court has not specifically adopted this four-part test,
12 Planet 13 still passes the test. There is no question that Planet 13 competes with Reef. Likewise,
13 Reef has not offered any legal authority or factual evidence which would demonstrate or even
14 infer that Planet 13 has employed unlawful means or has created an unlawful restraint of trade.
15 The reality is that the Governor of Nevada, the Clark County Liquor and Gaming Licensing
16 Board, and the Nevada Taxicab Authority have all made the express determination that the tipping
17 of taxicab, Uber, and Lyft drivers is absolutely permitted. Finally, it is undisputed that any actions
18 taken by Planet 13 were designed to increase business at Planet 13. Conversely, all that Reef
19 could possibly show (but has not even a shred of evidence of that) is the loss of customer
20 patronage, a circumstance which is one of the normal hazards of business. Under these
21 circumstances, Reef has failed to state a claim for tortious interference with prospective economic
22 advantage. As such, this claim should be dismissed and Reef's Motion should be denied.

23 ii. *Reef has failed to state proper claims for civil conspiracy or aiding and*
24 *abetting, much less shown a likelihood of success on the merits of these*
claims.

25 Reef does not even address the merits of its claims for civil conspiracy or aiding and
26 abetting. "An actionable civil conspiracy consists of a combination of two or more persons who,
27 by some concerted action, intend to accomplish an unlawful objective for the purpose of harming
28 another, and damage results from the act or acts." *Consolidated Generator-Nev., Inc. v. Cummins*

1 *Engine Co.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998). In this regard, Reef (vaguely)
2 alleges that Planet 13 has conspired with one or more taxicab, Uber, or Lyft drivers to violate
3 NRS 706A.280(2) and NAC 706.552(1) by “diverting” the passengers away from his/her
4 requested destination. *See* Reef’s Motion, 5:17-19. In order to demonstrate a likelihood of
5 success on the merits of Reef’s claim that Planet 13 conspired with these drivers to accomplish
6 an “unlawful objective,” Reef would have to properly allege and prove the following: (1) NRS
7 706A.280(2) and NAC 706.552(1) apply to Planet 13; (2) the statute and/or regulation creates a
8 private right of action; and (3) the statute and/or regulation were violated. Reef has failed to
9 allege and prove any of these elements.⁵

10 First, the Court must look to the statutes at issue in Reef’s Motion. “The construction of
11 a statute is a question of law.” *Del Papa v. Bd. of Regents*, 114 Nev. 388, 392, 956 P.2d 770, 773
12 (1998) (citation omitted). “Where the language of a statute is plain and unambiguous, and its
13 meaning is clear and unmistakable, there is no room for construction, and the courts are not
14 permitted to search for its meaning beyond the statute itself.” *Id.* at 392; 956 P.2d at 774. Finally,
15 “[a] statute should always be construed to avoid absurd results.” *Id.* (citation omitted).

16 The declared legislative purpose of NRS 706.011 *et seq.* was “to confer upon the [Nevada
17 Transportation] Authority the power and to make it the duty of the Authority to regulate fully
18 regulated carriers, operators of tow-cars and brokers of regulated services to the extent provided
19 in this chapter” NRS 706.151(l)(a). Likewise, the relevant statutes and regulations apply to
20 and regulate **drivers**, not dispensaries such as Planet 13. NRS 706A.280 provides, in pertinent
21 part:

22 With respect to a passenger’s destination, a **driver** shall not:

- 23 1. Deceive or attempt to deceive any passenger who rides or desires
24 to ride in the driver’s motor vehicle.

25
26 ⁵ Planet 13 does not concede that Reef has properly alleged that Planet 13 “conspired” with
27 anyone else to do anything. In fact, Reef has failed to offer any proof whatsoever of any
28 agreement or conspiratorial plot or scheme involving Planet 13. Reef’s conclusory allegations
obviously fall short of the evidentiary burden imposed upon Reef for relief of this sort.

2. Convey or attempt to convey any passenger to a destination other than the one directed by the passenger.
3. Take a longer route to the passenger's destination than is necessary, unless specifically requested to do so by the passenger.
4. Fail to comply with the reasonable and lawful requests of the passenger as to speed of travel and route to be taken.

(Emphasis added). Similarly, NAC 706.8847(1)(f) provides that, among other things, a **driver** shall not “divert or attempt to divert a prospective customer from any commercial establishment.” (emphasis added). Nothing about these statutes applies to Planet 13.

In Reef's Motion, Reef attempts to mislead the Court by claiming that Planet 13 is diverting customers away from Reef's dispensary. *See, e.g.*, Reef's Motion, 6:5-6. That is simply not true. Planet 13 cannot violate any of the provisions of NRS 706A or NAC 706.552 because the express terms of the statutes and regulations do not apply to Planet 13. That Reef resorts to misleading the Court on who is liable under the statutes demonstrates, in and of itself, the frivolousness of Reef's claims.

Nowhere in NRS Chapter 706A does it allow a business to privately sue for violations of the statute (neither is there a private right of action created under NAC 706 nor NAC 706A). Violations of NRS 706A may result in discipline by the **Nevada Transportation Authority**.⁶ *See* NRS 706A.300 (only the transportation network company (i.e., ride-sharing companies) and the **drivers** are subject to NTA discipline under NRS 706A). The Nevada Legislature did **not** authorize private parties to seek redress from competitors for violations of NRS Chapter 706A.⁷ Hence, Reef lacks any standing to assert claims against Planet 13 for diversion.

⁶ According to the Nevada Transportation Authority, it alone is the regulatory body which “administers and enforces state law” regulating: (1) passenger transportation pursuant to NRS 706 and NAC 706; and (2) transportation network companies pursuant to NRS 706A and NAC 706A, among other things. *See* Overview of Nevada Transportation Authority: Before the S. Comm. on Transportation, 2017 Leg., 79th Sess. 2-3 (Feb. 16, 2017) (statements by Chair Alaina Burtenshaw, including presentation marked as Exhibit C), the relevant portions of which are attached hereto as **Exhibit G**.

⁷ If Reef has a complaint regarding diversion of passengers by **drivers** of ride-sharing vehicles or taxicabs, it needs to take that complaint up with the Nevada Transportation Authority. As the

1 Because Reef lacks standing to assert direct claims against MM for violating NRS
2 706A.280 and NAC 706.552, it likewise lacks standing to assert indirect claims against Planet 13
3 for statutory violations under the guise of a civil conspiracy claim or aiding and abetting. *See*
4 *generally Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 170 P.3d 989 (2007) (dismissing claims
5 brought under NRS 690B.012 because the statute “does not expressly create a private right of
6 action”); *Palmer v. State*, 106 Nev. 151, 787 P.2d 803 (1990) (dismissing a cause of action
7 brought under NRS 281.370 because the statute “does not provide for any private right of action”).
8 Without a predicate wrong upon which Reef could seek relief from Planet 13, Reef cannot
9 maintain claims for civil conspiracy or aiding and abetting against Planet 13. As such, Reef has
10 failed to state a claim for relief against Planet 13 and has failed to demonstrate a likelihood of
11 success on the merits.

12 Reef also fails to allege any facts or present a shred of evidence to show that Planet 13
13 employees knew the reason why the patrons came to Planet 13. All Planet 13 knows is that a
14 patron arrives by taxicab, Uber, or Lyft. Nothing more, nothing less. It goes without saying that
15 Planet 13 cannot be found liable or responsible for spontaneous actions taken by the drivers.

16 In short, with nothing other than hyperbole and conjecture, Reef does not have any factual
17 or legal basis to state or allege that Planet 13 has done anything wrong, much less that Planet 13
18 conspired with someone else to do something wrong. Reef has failed to demonstrate a likelihood
19 of success on the merits of its civil conspiracy claim or aiding and abetting claim. These claims
20 should be dismissed. *See Woods v. Reno Commodities, Inc.*, 600 F. Supp. 574, 578 (D. Nev.
21 1984) (stating that “it is not enough to indicate merely that the plaintiff has a grievance, but
22

23
24 Nevada Taxicab Authority administrator John Plunket stated in 2002, “[w]e will monitor
25 diversions and if we see it increase, **we’ll be out there to enforce the law**. But you just can’t
26 stop people from taking tips.” **Ex. A** (bold added). As Reef has utterly failed to present any
27 diversion to the Nevada Taxicab Authority, the Nevada Transportation Authority or obtain any
28 decision from any regulatory body, it has failed to exhaust its administrative remedies. As such,
Nevada law mandates dismissal of the present action since this Court lacks subject matter
jurisdiction over Reef’s grievances. *See* NRS 233B.130(1); *see also Mesagate Homeowners*
Ass’n v. City of Fernley, 194 P.3d 1248, 1252 (Nev. 2008); *Nevada v. Scotsman Manufacturing*
Co., 109 Nev. 252, 255, 849 P.2d 317, 319 (1993).

sufficient detail must be given so that the defendant, and the court, can obtain a fair idea of what the plaintiff is complaining, and can see that there is some legal basis for recovery.”) (citation omitted).

C. Reef Will Not Suffer Any Irreparable Injury For Which Compensatory Damages Is An Inadequate Remedy

In order to obtain a preliminary injunction, Reef must demonstrate that it will suffer irreparable injury for which compensatory damages are an inadequate remedy. *Dixon v. Thatcher*, 103 Nev. 414, 415, 742 P.2d 1029, 1029–30 (1987) (noting that, with respect to injunctive relief, irreparable harm is harm for which compensatory damages would be inadequate, such as the sale of a home at trustee's sale, because real property is unique); *Hansen v. Eighth Judicial Dist. Ct.*, 116 Nev. 650, 658, 6 P.3d 982, 987 (2000) (noting that “ ‘[m]ere injuries, however substantial, in terms of money, time and energy necessarily expended’ are not enough to show irreparable harm) (quoting *Virginia Petroleum Job. Ass'n v. Federal Power Com'n*, 104 U.S.App.D.C. 106, 259 F.2d 921, 925 (D.C.Cir.1958)).

Reef must also establish that the alleged harm it will suffer is “neither remote nor speculative, but actual and imminent.” *Shapiro v. Cadman Towers, Inc.*, 51 F.3d 328,332 (2d Cir. 1995) (citation omitted). **“The injury must be both certain and great; it must be actual and not theoretical.”** *Wisconsin Gas Co. v. F.E.R.C.*, 758 F.2d 669, 674 (D.C. Cir. 1985).⁸ Injunctive relief “will not be granted against something merely feared as liable to occur at some indefinite time.” *Connecticut v. Massachusetts*, 282 U.S. 660, 674, 51 S.Ct. 286, 291, 75 L.Ed. 602 (1931).

In support of its claim that it will be irreparably harmed, Reef offers this Court nothing but unsubstantiated conjecture about what potential customers **might** think about theoretical situations.⁹ Reef then uses that speculation to jump to the baseless conclusion that these theories

⁸ *Wisconsin Gas* was one of the cases regarding irreparable harm on which the Nevada Supreme Court relied in *Hansen*. See 116 Nev. at 658, 6 P.3d at 987.

⁹ Of course, “[b]are allegations of what is likely to occur are of no value since the court must decide whether the harm will in fact occur.” *Wisconsin Gas Co. v. F.E.R.C.*, 758 F.2d 669, 674 (D.C. Cir. 1985).

it presents **might** irreparably harm Reef’s consumer loyalty, goodwill and reputation. *See* Reef’s Motion, p. 23:25-24:12 (“customer **may** falsely conclude”; “customer is **likely** to conclude”; “they **may** be confused”) (bold added). Setting aside “[t]he fact that alleged harm is primarily in the form of lost customers and business goodwill, which at least in theory may be compensated by damages, weighs against a claim of irreparable harm,”¹⁰ Reef has not offered one shred of evidence that Planet 13 has done anything wrong. *See Goldie's Bookstore, Inc. v. Superior Court of State of Cal.*, 739 F.2d 466, 472 (9th Cir.1984) (findings of loss of goodwill and customers that are speculative and not based on factual allegations **do not constitute irreparable injury**); *see, e.g., Aurora World, Inc. v. Ty Inc.*, 719 F.Supp.2d 1115, 1169 (C.D.Cal.2009) (no irreparable injury demonstrated because of failure to provide evidence of reputational harm from infringement).

Though not specifically argued, Reef also implies that part of its irreparable harm are those statements made by drivers about Planet 13 and the comparison of Planet 13 to Reef’s dispensary. The statements that Reef claims are “disparaging” and “deceiving”, with respect to Reef and Planet 13 include the following: “Planet 13 is bigger, considered the best”, “Planet 13 is better and that it calls itself the biggest dispensary in the world”, “Planet 13 was the best”, “Planet 13 is the world’s largest dispensary”, “Planet 13 is newer, bigger, and better”. *See* Affidavit attached to Reef’s Motion. Apparently, Reef’s employees fancy themselves as being a much better dispensary than Planet 13 and, as such, feign outrage that the drivers would dare offer contrary opinions. However, what Reef’s employees believe is irrelevant. And, what Reef’s employees fail to recognize and refute is that these statements are true or, at worst, statements of opinion of the drivers.¹¹

¹⁰ *OG Intern., Ltd. v. Ublsoft Entm't*, 2011 WL 5079552, at *10 (N.D.Cal. Oct. 26, 2011) (bold added).

¹¹ The Nevada Supreme Court has long held that, “statements of opinion as opposed to statements of fact are not actionable.” *Nev. Indep. Broad. Corp. v. Allen*, 99 Nev. 404, 410, 664 P.2d 337, 341 (1983). Indeed, “under the first amendment, there is no such thing as a false idea, and the societal value of robust debate militates against a restriction of the expression of ideas and opinions.” *Id.* (citation omitted).

In reality, Planet 13 has repeatedly been recognized and received awards recognizing its award-winning cannabis cultivation, production and dispensary operations. In 2018, Planet 13 was designated the Best Overall Dispensary in Nevada by Leafly.¹² Stacey Mulvey, *Best in State: The Top Cannabis Locations, Products, and Activities in Nevada in 2018*, Leafly (Dec. 20, 2018), <https://www.leafly.com/news/strains-products/best-in-state-2018-nevada-cannabis>, print-out of webpage attached hereto as **Exhibit H**. In 2019, Planet 13 added to its growing collection of awards including the 2019 US Market Leader Retail Award from MJBizDaily¹³, 2019 Best Budtender Choice Award, and 2019 Clio Best Brand Design. Marijuana Business Magazine, MJBizDaily Awards, 80-81 (Feb. 2020), a copy of the relevant pages is attached hereto as **Exhibit I**. Most recently, on August 13, 2020, Planet 13 was named All-Time Best Dispensary of Vegas by Las Vegas Weekly. According to Las Vegas Weekly:

While most cannabis dispensaries are content to blend in with their surroundings, Planet 13 presents an eye-popping alien landscape, replete with selfie spots and interactive art elements. Inside, the fun continues with a vast selection of recreational products, a staff of attentive budtenders and a vibe unlike any other dispensary you've known.

See All-Time Best of Vegas (2020), Best Dispensary: Planet 13, Las Vegas Weekly (Aug. 13, 2020, 2 a.m.) <https://lasvegasweekly.com/news/2020/aug/13/best-dispensary-planet-13/>,

¹² Leafly is the largest cannabis website in the world, with more than 15 million monthly visitors and 40 million page views across its website and mobile applications. Leafly allows users to rate and review different strains of cannabis and cannabis dispensaries.

¹³ According to MJBizDaily's website:

As the leading business news information resource for the medical marijuana and retail cannabis industry, Marijuana Business Daily's editors and reporters bring retailers, professional cultivators, infused product makers, ancillary service providers and finance professionals the information and networking they need to flourish within the cannabis industry. In addition to the MJBizDaily newsletter, MJBizDaily International, hemp industry reports, and the monthly Marijuana Business Magazine, Marijuana Business Daily also serves as producer and host of the world's largest family of B2B tradeshow for the cannabis industry, MJBizCon. Recent recognition and awards include Trade Show Executive's Fastest 50, The Inc. 500 and Folio Magazine's Women in Media. Marijuana Business Daily is also a proud member of the Associated Press.

See <https://mjbizdaily.com/about-us/>

1 print-out of web-based version of the article attached hereto as **Exhibit J**.

2 Although Reef repeatedly asserts that the drivers made disparaging statements, Reef has
3 not submitted any discernable and admissible evidence demonstrating the falseness of the
4 statements. Further, the statements are mere opinions of the drivers. As such, the statements
5 themselves cannot form the basis of an alleged wrongful action.

6 Reef's paucity of facts and law, and unsubstantiated and impertinent claims do not
7 demonstrate any injury, much less irreparable injury. The Court and Planet 13 are simply left to
8 rely on Reef's pure conjecture and unadulterated speculation about what harm, if any, Reef may
9 suffer as a result of the Court's refusal to enjoin Planet 13's lawful behavior. Failure to make
10 even a minimal evidentiary showing of irreparable harm proves fatal to Reef's Motion. Reef's
11 Motion should be denied.

12 **D. The Balance Of The Hardships Weighs Against The Entry Of An Injunction**

13 Finally, Courts often consider the public interest in free competition in determining
14 whether to grant injunctive relief. *See, e.g. Cincinnati Bengals, Inc. v. Bergey*, 453 F. Supp. 129,
15 147 (S.D. Ohio 1974) (the public interest should "encourage to the fullest extent practicable free
16 and open competition in the market place."). In Nevada, the public interest in free and open
17 competition is expressed by statute. NRS 598A.030(2)(b) ("It is the policy of this state ... to
18 preserve and protect the free, open and competitive nature of our market system."). Contrary to
19 Reef's anticipated argument that tipping drivers is not free and open competition, the Nevada
20 Supreme Court recognized over 25 years ago that in a competitive economy "the success goes to
21 him who is able to induce potential customers not to deal with a competitor." *Crockett v. Sahara*
22 *Realty Corp.*, 95 Nev. 197, 199-200, 591 P.2d 11 35, 1136-37 (1979). Quoting Prosser on Torts,
23 the Court condoned the idea that "it is considered to be in the interest of the public that any
24 competitor should be free to divert them [customers] to himself by all fair and reasonable means."
25 *Id.*, quoting Prosser, Torts (4th ed. 1971) p. 954.

26 The fairness and reasonableness of Planet 13's efforts to market its business through the
27 payment of tips (or kickbacks as Reef likes to call them) to drivers is reflected by the fact that the
28 act is not illegal. Moreover, the practice of tipping taxicab – and by extension, Uber and Lyft

drivers who perform the same function – has been promoted and upheld by the Governor of Nevada, the Clark County Commission, and the Nevada Taxicab Authority.

As discussed above, Nevada Governor Kenny Guinn specifically vetoed an attempt to outlaw tipping, stating: “Taxicab drivers contribute greatly to the economy of this state. I cannot support [the proposed outlawing of tipping] because it singles out and hurts the financial well-being of taxicab drivers.” **Ex. C**, p. 2. The Clark County Commission, in repealing the County Ordinance that banned tipping by liquor licensees, clearly indicated its intention to permit the practice of tipping cabdrivers, as “[c]ommissioners agreed that the issue is one that can be sorted out by the free market.” **Ex. B**, p. 2. Finally, the Nevada Taxicab Authority specifically repealed a regulation that banned taxicab drivers from accepting gratuities from anyone other than their employer or a passenger. **Ex. A**. In repealing that regulation in 2002, then-administrator John Plunket said, “I think it’s the right thing to do,” and continued, acknowledging that diversion may happen, but “if we see it increase, we’ll be out there to enforce the law.” **Ex. A**.

Not only would the entry of an injunction enjoin Planet 13 from a perfectly legal activity and frustrate Nevada’s clearly professed public policy of open competition among businesses, but it would also confer an unfair advantage on all businesses that are not parties to this litigation and which benefit from taxi, Uber, and Lyft traffic. Nonparty competitors of Planet 13 who would sustain an unfair advantage by not being so enjoined include those previously listed that provide tips to drivers – and, most likely, many more.

Ultimately, the Clark County Commissioners summed up the issue before this Court best when they found that “if businesses want to pay the drivers, the government shouldn’t interfere.” **Ex. B**, p. 2.

E. If An Injunction Is Issued, A Substantial Bond Must Be Required

In the unlikely event the injunction requested by Reef is granted, Reef must post a substantial bond to pay costs and damages that would be sustained by Planet 13 if the injunction is later determined to have been improper. *See* NRCP 65(c). Planet 13 hereby reserves the opportunity to argue as to the specific amount of the bond required if an injunction is actually granted, but will be requesting no less than one million dollars (\$1,000,000).

IV.

CONCLUSION

It is clear that Reef has failed to carry its burden in order to obtain injunctive relief. Reef has failed to demonstrate a likelihood of success on the merits of their causes of action and has failed to demonstrate an existing or threatened irreparable injury. Finally, the balance of hardships weighs decidedly against the entry of the requested injunction. For the foregoing reasons, Planet 13 respectfully requests that the Court deny Reef's Motion.

DATED this 28th day of August, 2020.

KEMP JONES, LLP

/s/ Nathanael Rulis

Will Kemp, Esq. (#1205)

Nathanael R. Rulis, Esq. (#11259)

Ian P. McGinn, Esq. (#12818)

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kjc@kempjones.com

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of August, 2020, I served a true and correct copy of the foregoing **MM DEVELOPMENT COMPANY, INC.'S OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.

/s/ Ali Augustine
An employee of Kemp Jones, LLP

**DECLARATION OF NATHANAEL RULIS IN SUPPORT OF OPPOSITION TO
REEF'S MOTION FOR PRELIMINARY INJUNCTION**

I, Nathanael R. Rulis, Esq., declare as follows:

1. I am one of the attorneys representing MM Development Company, Inc. ("Planet 13") in this action pending before this court, Case No. A-19-804883-C. I make this Declaration in support of Planet 13's Opposition to Motion for Preliminary Injunction on Order Shortening Time. I am competent to testify to the facts stated herein.

2. On August 28, 2020, I downloaded the Vegas Kickback App to my phone. After downloading the application, I found that at least 16 different strip clubs (including Palomino Club, Spearmint Rhino, Déjà Vu, Sapphire, Treasures, Cheetah's, and Scores), 7 dispensaries, 3 liquor stores, 2 gun ranges, 2 auto body and repair shops, 2 clubs/pools, 2 car washes, 12 restaurants, 3 hookah lounges, one tattoo parlor, one spray tanning facility, and a pawn shop, among others, advertise tips for taxicab, Uber, Lyft, and limousine drivers through the application.

3. Attached as **Exhibit A** to Planet 13's Opposition is a true and correct copy of the June 25, 2002 Las Vegas Review-Journal written by Michael Squires, titled *Taxicab Authority Repeals Tip Law*.

4. Attached as **Exhibit B** to Planet 13's Opposition is a true and correct copy of the Dec. 21, 2005 Las Vegas Review-Journal written by Adrienne Packer, titled *County Backs Away From Cabby Tipping Law*.

5. Attached as **Exhibit C** to Planet 13's Opposition is a true and correct copy of the June 14, 2005 Press Release from the Office of Governor Kenny Guinn regarding his veto of AB 505.

6. Attached as **Exhibit D** to Planet 13's Opposition is a true and correct copy of the March 28, 2006 Clark County Liquor and Gaming Licensing Board Agenda regarding the deletion and/or repeal of Clark County Ordinance Section 8.20.297 and 8.20.570.

7. Attached as **Exhibit E** to Planet 13's Opposition is a true and correct copy of the March 3, 2006 Amended Complaint filed in *Nevada Assoc. of Nightclubs, Inc. v. D.I. Food & Beverage of Las Vegas, LLC, et al.*, Eighth Judicial District Court Case No. 05A514591.

8. Attached as **Exhibit F** to Planet 13's Opposition are true and correct copies of the Affidavits of Hal De Becker, III, and Michael L. Yepko filed in *Nevada Assoc. of Nightclubs, Inc. v. D.I. Food & Beverage of Las Vegas, LLC, et al.*, Eighth Judicial District Court Case No. 05A514591.

9. Attached as **Exhibit G** to Planet 13's Opposition is a true and correct copy of the Overview of Nevada Transportation Authority: Before the S. Comm. on Transportation, 2017 Leg., 79th Sess. 2-3 (Feb. 16, 2017) (statements by Chair Alaina Burtenshaw, including presentation marked as Exhibit C).

10. Attached as **Exhibit H** to Planet 13's Opposition is a true and correct copy of the December 20, 2018 Leafly article, written by Stacey Mulvey, titled *Best in State: The Top Cannabis Locations, Products, and Activities in Nevada in 2018*, which can also be found on the internet at: <https://www.leafly.com/news/strains-products/best-in-state-2018-nevada-cannabis>.

11. Attached as **Exhibit I** to Planet 13's Opposition is a true and correct copy of the relevant pages (pp. 80-81) from the February 2020 edition of Marijuana Business Magazine, regarding the 2019 MJBizDaily Awards.

12. Attached as **Exhibit J** to Planet 13's Opposition is a true and correct copy of the August 13, 2020 Las Vegas Weekly article on the All-Time Best of Vegas (2020), Best Dispensary: Planet 13, which can also be found on the internet at the following link: <https://lasvegasweekly.com/news/2020/aug/13/best-dispensary-planet-13/>.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct to the best of my knowledge.

DATED this 28th day of August, 2020.


NATHANAEL RULIS, ESQ.

Exhibit A

Westlaw.

NewsRoom

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Page 1

6/25/02 Las Vegas Rev.-J. 3B
2002 WLNR 440531

Las Vegas Review-Journal (NV)
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June 25, 2002

Section: Local

Taxicab Authority repeals **tip** law

Michael Squires

Cabdrivers soon will be able to legally take their **tips** wherever they find them.

The Nevada Taxicab Authority Monday repealed a longtime and long-ignored regulation prohibiting **cabdrivers** from accepting gratuities from anyone except their employer or a passenger. Under the revamped regulation accepting a **tip** would be illegal only if a **cabdriver** lured or pressured a passenger away from their original destination, an illegal practice known as diversion, in order to receive a gratuity.

"I think it's the right thing to do," said Taxicab Authority administrator John Plunkett. "We will monitor diversions and if we see it increase we'll be out there to enforce the law. But you just can't stop people from taking **tips**."

The measure will take effect in 30 days. But a county ordinance barring liquor license holders from **tipping cabdrivers** and a city ordinance prohibiting privileged license holders from paying drivers gratuities will remain in effect.

Cabdrivers, union officials and company owners welcomed the decision.

Ruthie Jones, vice president of the Industrial Technical Professional Employees union, which represents about 2,000 **cabdrivers**, said the revamped regulation will give drivers access to the same source of extra income enjoyed by other workers in the tourism industry.

"**Cabdrivers** should be privy to whatever anybody wants to give them as long as they're not taking advantage of their customers," she said. "Everyone is privy to every gratuity. This town is based on incentives."

Bill Shranko, director of operations at Yellow-Checker-Star **Cab**, said he believes the decision was good for drivers and the riding public.

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"I don't have a problem with **tips** as long as drivers don't divert passengers from their destination," he said.

Cabby Nick Vicarro said the regulation was irrelevant because drivers regularly took **tips** from restaurants, massage parlors, museums and pawn shops among other businesses.

In addition, for years casinos and shopping malls held parties to reward **cabdrivers** for dropping customers at their doors. Magician Lance Burton distributed free tickets to drivers as a reward for referrals.

"That's the way it was even though there was a law in place," Vicarro said. "If someone offers you money you're not going to turn it down."

Authorities complained the regulation was difficult to enforce and the practice so widespread that the kickbacks were considered a part of drivers' wages.

"It's like trying to enforce the unenforceable," Plunkett said. "For 30 years they've been accepting gratuities. It's almost like a part of their salary."

The review of the regulation was prompted by a legal fight involving several local **strip clubs**.

Three adult businesses, Olympic Garden, Club Paradise and the Crazy Horse Too Gentlemen's Club, sued other **strip clubs** to force them to stop paying **tips** to **cabdrivers** who brought them customers. The businesses that filed the lawsuit alleged passengers were being diverted to the clubs that paid the largest **tips**.

Attorney Dominic Gentile, who represents the Olympic Garden in the lawsuit, said the new regulation may force him to use racketeering law to prove wrongdoing on the part of the **strip clubs**.

He also said allowing businesses to **tip cabdrivers** will probably make diversion a bigger problem.

---- INDEX REFERENCES ----

NEWS SUBJECT: (Economics & Trade (1EC26))

INDUSTRY: (Transportation (1TR48); Taxis (1TA13); Land Transportation (1LA43); Passenger Transportation (1PA35); Transportation Regulatory (1TR42))

Language: EN

OTHER INDEXING: (CRAZY HORSE TOO GENTLEMENS CLUB; INDUSTRIAL TECHNICAL PROFESSIONAL EMPLOYEES; NEVADA TAXICAB AUTHORITY MONDAY; TAXICAB AUTHORITY; YELLOW) (Attorney Dominic Gentile; Bill Shranko; Cabby Nick Vicarro; John Plunkett; Magician Lance Burton; Plunkett; Ruthie Jones; Vicarro)

EDITION: Final

Word Count: 655

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Exhibit B

Westlaw.

NewsRoom

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12/21/05 Las Vegas Rev.-J. 7B
 2005 WLNR 20744052

Las Vegas Review-Journal (NV)
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December 21, 2005

Section: News

County backs away from **cabby tipping** law

Adrienne Packer

By ADRIENNE PACKER

REVIEW-JOURNAL

If Clark County cracked down on businesses offering payouts to limousine and taxi drivers, funding enforcement would cost \$650,000 a year.

That would pay for six additional agents, who could monitor about 10 percent of the county's 40,000 licensed businesses.

When County Business License Director Jacqueline Holloway tossed around those figures Tuesday, Clark County commissioners made their position clear on the existing ordinance prohibiting businesses from **tipping cabbies**.

"I'm not sure if it ever made sense," Commissioner Rory Reid said. "It certainly doesn't make sense now to spend our limited resources to chase this all around town."

The debate arose from an ongoing feud between **strip club** owners and **cabdrivers**. But Holloway pointed out that it's not just topless club operators shelling out cash for **cabbies** to deliver passengers.

In a recent edition of the transportation industry publication Trip Sheet Magazine, attorneys offered free traffic ticket representation to **cabdrivers**, restaurants offered free coffee, clubs offered free admission and massage parlors promised cash for customers.

"There is an absolute proliferation of all types of businesses," Holloway said. "It's very clear it is a very broad situation."

The board was presented with three options on Tuesday: move to repeal the

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ordinance; amend it to include all types of commercial drivers; or keep the existing law on the books.

Commissioners agreed that the issue is one that can be sorted out by the free market. If businesses want to pay the drivers, the government shouldn't interfere.

Commissioner Lynette Boggs McDonald told colleagues it would be a waste of taxpayer dollars to "create an enforcement arm of business licensing. I'd rather see millions of dollars go into recreation facilities."

The \$650,000 a year would allow the county to hire six additional business license investigators. Its three agents currently try to regulate the 40,000 businesses in the county, officials said.

There is no way nine agents could effectively enforce the existing ordinance or a proposed amendment to extend it to limousine and shuttle drivers, Reid said. Board members agreed the 20-year-old law is antiquated and essentially useless.

"Why would we use our limited resources to give you six additional agents to not do something well?" Reid asked Holloway.

Holloway is expected to present a proposal to repeal the ordinance to the Clark County Liquor and Gaming Board on Jan. 24. The board, made up of commissioners, regulates businesses with privilege licenses. Commissioners will then hold a public hearing.

The county can only regulate businesses. It is within the Nevada Taxi Cab Authority's powers to penalize drivers who accept the **tips**.

Board members were troubled by the complexity and cost of enforcement since so many businesses are offering **tips**.

"I don't think we, as the county, can regulate this," Boggs McDonald said. "If we do go down this path, where do we draw the line?"

The ordinance was originally passed in 1985, after restaurant owners complained that payouts to **cabdrivers** delivering customers were skyrocketing.

After it passed, the dispute quieted. But in recent years, it has been **strip club** owners complaining about paying as much as \$70 per passenger dropped off at their businesses.

Earlier this month, **strip club** owners entered a pact to pay drivers anymore. Some **cabbies** said this week that some clubs have already broken the pact and started offering payouts again.

---- INDEX REFERENCES ----

NEWS SUBJECT: (Economics & Trade (1EC26))

REGION: (USA (1US73); Americas (1AM92); North America (1NO39); Nevada (1NE81))

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Language: EN

OTHER INDEXING: (BOARD; CLARK COUNTY LIQUOR AND GAMING BOARD; NEVADA TAXI CAB
AUTHORITY) (ADRIENNE PACKER; Boggs McDonald; County; Holloway; Jacqueline
Holloway; Lynette Boggs McDonald; Reid; Rory Reid)

KEYWORDS: Adrienne Packer; clark county commission; ordinance; payouts; repeal;
strip clubs; costs backing away; enforcement expensive; holloway reid; **cabbies**
kickbacks

Word Count: 700
12/21/05 LVRJ 7B

END OF DOCUMENT

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Exhibit C



FOR IMMEDIATE RELEASE: June 14, 2005

Contact Greg Bortolin or John Trent
775-684-5670

GOV. GUINN VETOES AB 505

CARSON CITY – Gov. Kenny Guinn announced today that late this afternoon he sent a letter to Senate Majority Leader William Raggio and Assembly Speaker Richard Perkins, announcing that the Governor has vetoed Assembly Bill 505.

Below is text of the letter:

June 14, 2005

The Honorable Richard D. Perkins
Speaker of the Assembly
Nevada State Assembly
Legislative Building
401 S. Carson Street
Carson City, NV 89701

To the Honorable Members of the Nevada State Assembly:

I am herewith forwarding to you, for filing within the constitutional time limit and without my approval, Assembly Bill 505, which is entitled:

AN ACT relating to transportation; revising provisions governing the registration of motor vehicles with a declared gross weight in excess of 26,000 pounds; abolishing the Transportation Services Authority; transferring the duties and responsibilities related to motor carriers and the storage of household goods and effects to the Public Utilities Commission of Nevada; revising provisions governing regulation of certain taxicab drivers; providing penalties; and providing other matters properly relating thereto.

I would be in support of Assembly Bill 505 and would sign this legislation into law if it were not for Section 133 of this legislation. Section 133 provides that:

[A] taxicab driver shall not accept a tip, gift, gratuity, money, fee or any other valuable consideration of any kind from a person who has been issued a license by a board of county commissioners, a county liquor board, a county licensing board or the city council or other governing body of an incorporated city for the conveyance of a passenger to the location of the person who holds the license.

Page: - 2 -

Section 133 was quietly amended into Assembly Bill 505 at the very end of the Legislative Session. The proponents of Section 133 should have provided taxicab drivers with an opportunity to testify at a public hearing regarding this provision so they could describe the impact it would have on their livelihoods. A public hearing would have also allowed the proponents of Section 133 to identify the resources either needed or available to enforce Section 133, and it would have allowed them to provide an explanation as to why limo drivers, doormen, bellhops, and other professions were left out of this section of the bill. Further, if a public hearing had been provided, local governments could have identified their responsibilities with respect to curtailing the behavior of persons who have been "issued a license by a board of county commissioners, a county liquor board, a county licensing board or the city council or other governing body of an incorporated city."

Taxicab drivers contribute greatly to the economy of this state. I cannot support Section 133 of AB 505 because it singles out and hurts the financial well-being of taxicab drivers. Additionally, I know all of the legislators serving in the Legislature, and I do not believe a majority of them would have supported Section 133 had it been fully and fairly debated in an open public forum. Therefore, I am exercising my right to veto this legislation.

Sincerely,

KENNY C. GUINN
Governor

Office of the Governor
101 North Carson Street
Carson City, NV 89701
Fax: 775-684-7198

Grant Sawyer State Office Building
555 East Washington, Suite 5100
Las Vegas, NV 89101
Fax: 702-486-2505

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Exhibit D

**CLARK COUNTY
LIQUOR AND GAMING LICENSING BOARD
AGENDA FOR MARCH 28, 2006**

ORDINANCE SECTION

BUSINESS IMPACT STATEMENT – TITLE 8 – CHAPTER 8.20 – SECTION 8.20.297 and 8.20.570 **409**

That the Liquor and Gaming Licensing Board accept and approve the business impact statement, pursuant to NRS 237, for the proposed amendment to amend Title 8, Chapter 8.20, Sections 8.20.297 and 8.20.570 of the Clark County Code.

PUBLIC HEARING – TITLE 8 – CHAPTER 8.20 – SECTION 8.20.297 and 8.20.570 **410**

That the Liquor and Gaming Licensing Board conduct a public hearing; approve; adopt; and authorize the Chair to sign an Ordinance to amend Title 8, Chapter 8.20, Section 8.20.297 to delete section 8.20.297, "Paying taxicab drivers", in its entirety; to amend section 8.20.570, by deleting subsection (s) referencing the paying or tipping of taxicab drivers; and providing for other matters properly relating thereto.

ORDINANCE INTRODUCTION – TITLE 8 – CHAPTER 8.20 – SECTION 8.20.020 and 8.20.470 **411**

That the Clark County Liquor and Gaming Licensing Board introduce and set a public hearing date for a liquor ordinance to amend Title 8, Chapter 8.20, Section 8.20.020 to add a definition for "bar"; to amend the definition of "commercial center" to remove the word "anchor" from references to "store; and to add the ability for a shopping center to qualify as a "commercial center" if they have two retail stores each of thirty thousand square feet; to amend the definition of "full bar" to clarify where alcohol can be served; to amend the definition of "main bar" to include resort condominiums, time-share facilities, nightclubs, and to clarify where alcohol can be served; to add a definition and regulations for "nightclub"; to add a definition and regulations for "pub"; to amend the definition of "resort club" by changing its title to "resort condominiums", providing for a standard definition of resort condominiums, and providing for a graduated increase in liquor licenses based on the number of residential units; to amend the definition of "specialty merchandise store" by changing the required square footage of display area for gourmet foods from six thousand six hundred to one thousand five hundred; to amend the definition of "tavern" to clarify where alcohol can be served; to amend the definition of "time-share facility" by restructuring the existing requirements into a new format, providing for a standard definition of time-share units, and providing for a graduated increase in liquor licenses based on the number of time-share units; and to amend section 8.20.470 to set the liquor license fees for a "pub" and "instructional wine-making facility"; and providing for other matters properly relating thereto.

END OF ORDINANCE SECTION

PUBLIC COMMENTS

Exhibit E

ORIGINAL

FILED

10

ACOMP

ANTHONY P. SGRO, ESQ.

Nevada Bar No. 3811

PATTI & SGRO

720 South Seventh Street, Third Floor

Las Vegas, Nevada 89101

(702) 385-9595

Attorney for Plaintiff

MAR 3 3 15 PM '06

Shirley B. Purgina
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA ASSOCIATION OF
NIGHTCLUBS, INC., a Nevada Non-Profit
Corporation;

Plaintiffs,

vs.

D.I. FOOD & BEVERAGE OF
LAS VEGAS LLC., a Nevada Limited Liability
Corporation, dba SCORES;
DAVID M. FRANK, dba SHERI'S CABARET;
TWO M, INC., a Nevada Corporation dba
DIAMOND CABARET; DOES I through X;
and ROE CORPORATIONS I through X,
inclusive.

Defendants.

CASE NO. A514591
DEPT. NO. VII

ARBITRATION EXEMPT:
Extraordinary Relief Sought;
Damages Exceed \$50,000.00

AMENDED COMPLAINT

COME NOW, Plaintiff, NEVADA ASSOCIATION OF NIGHT CLUBS, INC., a Nevada Non-Profit Corporation (hereinafter "Plaintiff") and hereby alleges and states as follows.

1. That at all times relevant to this Complaint, Plaintiff is a Non-Profit Corporation of nightclub owners operating nightclubs in the County of Clark, State of Nevada, with all license and other fees duly paid.

2. Defendant, D.I. FOOD & BEVERAGE OF LAS VEGAS LLC., d/b/a SCORES, at all times mentioned herein, is a Nevada Limited Liability Corporation operating SCORES nightclub

Filed

COUNTY CLERK

MAR 03 2006

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1 in the County of Clark, State of Nevada.

2 3. Defendant, DAVID M. FRANK, an individual, is and was the licensed owner of
3 SHERI'S CABARET totally nude club at all times mentioned herein.

4 4. TWO M INC., a Nevada corporation, is and was the licensed owner of DIAMOND
5 CABARET totally nude club at all times mentioned herein.

6 5. The true names or capacities, whether individual, corporate, association or otherwise,
7 of Defendant DOE I through DOE X, are unknown to Plaintiffs, who therefore sues said Defendants
8 by such fictitious names: Plaintiff is informed and believes and therefore alleges that each of the
9 Defendants designated herein as DOE is responsible in some manner for the events and happenings
10 referred herein, and as a result proximately caused damages to Plaintiffs as herein alleged. The
11 Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and capacities
12 of DOE I through DOE X, when the same have been ascertained, and to join such Defendants in this
13 action.

14 6. ROE CORPORATIONS I through ROE CORPORATION X are nightclubs
15 operating within the County of Clark, State of Nevada and making payments to taxicab drivers or
16 limousine drivers for the purpose of diverting or delivering patrons to nightclubs. That the true
17 names or capacities, whether individual, corporate, association or otherwise, of Defendant ROE
18 CORPORATION I through ROE CORPORATION X, are unknown to Plaintiffs, who therefore sues
19 said Defendant by such fictitious names: Plaintiff is informed and believes and therefore alleges that
20 each of the Defendants designated herein as ROE CORPORATION is responsible in some manner
21 for the events and happenings referred herein, and as a result proximately caused damages to
22 Plaintiffs as herein alleged. The Plaintiff will ask leave of this Court to amend this Complaint to
23 insert the true names and capacities of ROE CORPORATION I through ROE CORPORATION X,
24 when the same have been ascertained, and to join such Defendants in this action.

25 7. It is a violation of Nevada Revised Statutes § 706.8846 and § 706.8847 for a taxicab
26 operator to divert or take a passenger to any destination other than the one designated by said
27 passenger.
28

1 8. The NEVADA ASSOCIATION OF NIGHTCLUBS, INC., is a Non-Profit
2 Corporation consisting of Nightclub owners who have contracted to follow all statutes, ordinances,
3 or laws regarding the above, and Defendant SCORES is a member of Plaintiff's association. The
4 remaining Defendants are not members of Plaintiff Association but are bound by the above cited
5 statutes and ordinances.

6 9. That despite having entered into a written agreement promising to follow all statutes,
7 ordinances, or laws, it remains the policy of SCORES, in Clark County and the City of Las Vegas,
8 to divert passengers to it's own business by directly or indirectly compensating taxi cab drivers and
9 other transportation providers in violation of laws and contract.

10 **FIRST CAUSE OF ACTION**
11 **Violation of NRS §§ 598A et seq.**

12 10. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1
13 through 9 and incorporates the same by reference herein.

14 11. Plaintiff members have executed a contract amongst themselves to abide the laws,
15 statutes, and ordinances in the State of Nevada, Clark County, and City of Las Vegas.

16 12. Two state statutes applicable to all adult night clubs, whether topless or totally nude,
17 are Nevada Revised Statutes § 706.8846 and § 706.8847, which prohibit a taxicab operator to divert
18 or take a passenger to any destination other than the one designated by said passenger.

19 13. The State of Nevada has made it clear that its concern for passengers of public
20 transportation is such that these statutes apply to "any person who knowingly makes or causes to be
21 made, either directly or indirectly,...or who violates any of the provisions of NRS 706.881 to 706.885
22 is guilty of a misdemeanor." (N.R.S. § 706.885).

23 14. All of the Plaintiff members are complying with the above statutes as contracted in
24 their by-laws.

25 15. SHERI'S CABARET and DIAMOND CABARET openly and freely pay public
26 transportation providers to divert their paying passengers to their respective adult night clubs,
27 thereby violating the above Nevada Revised Statutes.

1 16. SHERI'S CABARET and DIAMOND CABARET knowingly encourage public
2 transportation drivers to defame and disparage other adult nightclubs in order to facilitate the
3 diversion of innocent customers.

4 17. By far most of the customers using transportation providers are from out of town,
5 and have little information about what adult nightclub is better than others.

6 18. SHERI'S CABARET and DIAMOND CABARET, knowingly encourage public
7 transportation drivers to defame and disparage other adult nightclubs, thereby depriving the
8 customers of objective opinions in order to make informed choices.

9 19. Defendants SHERI'S CABARET and DIAMOND CABARET have jointly
10 conspired, combined or contracted to restrain trade by violating NRS § 598A.060, specifically:

- 11 a. Agreeing to establish uniform discounts or to eliminate discounts;
- 12 b. Agreements to establish prices for services;
- 13 c. Agreements not to advertise prices;
- 14 d. Attempting and/or conspiring to monopolize trade or commerce within this
15 state.

16 20. Plaintiff has standing to bring this private cause of action pursuant to NRS §
17 598A.210 because Plaintiff's members have suffered damage to their respective businesses and
18 properties.

19 21. Defendants SHERI'S CABARET and DIAMOND CABARET are in violation of
20 NRS §§ 598A. et seq.

21 22. Plaintiff is entitled to treble damages, injunctive relief, attorney's fees and costs
22 pursuant to NRS § 598A.210.

23 **SECOND CAUSE OF ACTION**
24 **Civil Conspiracy**

25 23. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1
26 though 22. and incorporates the same by reference herein.

27 24. Defendants have conspired with the taxicab drivers and owners, in Clark County and
28 the City of Las Vegas, to illegally and improperly divert passengers from Plaintiff's members

1 nightclubs to DEFENDANTS'.

2 25. That taxicab drivers have conspired with each other and DEFENDANTS and taxicab
3 owners to illegally and improperly divert passengers from and to refuse to provide service to
4 nightclubs, such as Plaintiff's members clubs, that refuse to pay the taxicab drivers illegal referral
5 fees.

6 26. DEFENDANTS' agreements with the taxicab drivers and taxicab owners to
7 compensate the taxicab drivers to induce them to deliver passengers violates numerous laws,
8 including but not limited to Sections 706.8846 and 706.8847 of the Nevada Revised Statutes
9 [hereinafter NRS].

10 27. By paying the taxicab drivers illegal fees to deliver passengers to them,
11 DEFENDANTS intend to cause illegal diversions to their businesses.

12 28. The actions of DEFENDANTS and the taxi cab drivers and owners in conspiring to
13 pay taxicab drivers illegal fees to deliver passengers to DEFENDANTS, actually causes the illegal
14 diversion of customers to DEFENDANTS.

15 29. The actions of DEFENDANTS, the taxicab owners, and taxi cab drivers, in
16 conspiring to pay illegal fees to deliver passengers to their clubs is intended to reduce the business
17 at Plaintiff's members other nightclubs.

18 30. The actions of DEFENDANTS in conspiring with taxicab drivers and taxicab owners
19 to pay illegal fees to deliver passengers to DEFENDANTS' clubs has caused, and continues to cause
20 both in the present and future, Plaintiff's other members to suffer severe economic harm and loss
21 of business, revenue, and profits, all to Plaintiff's general damages, in an amount in excess of TEN
22 THOUSAND DOLLARS (\$10,000.00).

23 31. The actions of DEFENDANTS, the taxicab drivers and taxicab owners, are and were
24 willful, malicious, and made with the intent to injure Plaintiff's members, and that, therefore,
25 DEFENDANTS should be assessed punitive damages, by way of example, in an amount in excess
26 of TEN THOUSAND DOLLARS (\$10,000.00).

27 32. That it has been necessary for the Plaintiff to obtain the services of an attorney to
28 prosecute this action, and Plaintiff is entitled to reimbursement for those attorneys fees and costs

1 which have been reasonably incurred.

2 **THIRD CAUSE OF ACTION**
3 **Violation of NRS 207.360 Nevada Civil RICO**

4 33. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1
5 though 32. and incorporates the same by reference herein.

6 34. DEFENDANTS have, on numerous occasions, paid taxicab drivers, in Clark County
7 and the City of Las Vegas, to illegally and improperly divert passengers from Plaintiff's members
8 nightclubs to DEFENDANTS' clubs.

9 35. In order to carry out the diversion, the taxicab drivers, with DEFENDANTS active
10 support, participation, encouragement, and payment of illegal fees, routinely misrepresent Plaintiff's
11 members' nightclubs to passengers. For example, prospective customers are told that Plaintiff's
12 members' clubs are closed, Plaintiff's nightclubs have been converted to gay bars, and Plaintiff's
13 nightclubs steal from their customers.

14 36. Any of the diverted customers would have spent more than two hundred fifty dollars
15 (\$250.00) at Plaintiff's members' nightclubs had they not been fraudulently induced to go to
16 DEFENDANTS' clubs.

17 37. The actions of DEFENDANTS and the taxicab drivers constitutes the taking of
18 property from another under circumstances not amounting to robbery within the meaning of NRS
19 207.360(9).

20 38. The actions of DEFENDANTS and the taxicab drivers constitutes the obtaining of
21 money valued at \$250.00 or more by means of false pretenses as set forth in NRS 207.360(26).

22 39. DEFENDANTS and the taxicab drivers' repeated acts of taking property from
23 another within the meaning of NRS 207.360(9), or obtaining money valued at \$250.00 or more by
24 means of false pretenses, constitute racketeering under Nevada law.

25 40. DEFENDANTS and the taxicab drivers' fraudulent diversion of passengers away
26 from their intended destinations at Plaintiff's members nightclubs is intended to permanently deprive
27 Plaintiff's members of revenue and profits.
28

1 41. That the actions of DEFENDANTS and the taxicab drivers in diverting
2 passengers/customers have caused, and continues to cause both in the present and the future,
3 Plaintiff's members to suffer severe economic harm and loss of business, revenue, and profits, all
4 to Plaintiff's members general damages, in an amount in excess of TEN THOUSAND DOLLARS
5 (\$10,000.00).

6 42. That the actions of DEFENDANTS and the taxicab drivers were willful, malicious,
7 and made with the intent to injure Plaintiff's members, and that, therefore, DEFENDANTS should
8 be assessed punitive damages, by way of example, in an amount in excess of TEN THOUSAND
9 DOLLARS (\$10,000.00).

10 43. Under the Nevada RICO statutes, Plaintiff's members are entitled to treble damages
11 and reasonable attorneys fees and costs.

12 44. It has been necessary for the Plaintiff's to obtain the services of an attorney to
13 prosecute this action, and Plaintiff is entitled to reimbursement for those attorneys fees and costs
14 which have been reasonably incurred.

15 **FOURTH CAUSE OF ACTION**
16 **Breach of Contract Against SCORES**

17 45. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1
18 though 44. and incorporates the same by reference herein.

19 46. On or about December 5, 2005, SCORES, and others signed By-Laws of the Nevada
20 Association of Nightclubs, Inc., a copy of which is attached herein as Exhibit 1. In fact, SCORES
21 executed these By Laws three times to include two addendums which were adopted concomitantly
22 with the By Laws. (Ex. 1).

23 47. As part of the By Laws, all members agreed to abide by all of the Nevada Revised
24 Statutes, Clark County Ordinances, and Las Vegas City Codes listed on page 1 of said By-Laws.

25 48. Further, the signing members all agreed that:

26 The parties agree that the Association may retain counsel to
27 enforce this agreement. In conjunction with paragraph 11, said
28 counsel has authority to file a complaint in the District Court of
 Nevada and seek an immediate injunction, on Shortened Time,
 to enforce these by-laws and enjoin the violating party from any
 further violations.

1 58. The taxicab drivers have demanded and continue to receive illegal and improper
2 payment, tips, or referral fees from DEFENDANTS, within the County of Clark and City of Las
3 Vegas.

4 59. The taxicab drivers have refused and continue to refuse to provide service or deliver
5 passengers to Plaintiff's members' clubs, because Plaintiff's clubs refuse to pay such improper
6 compensation.

7 60. That, on numerous occasions, the taxicab drivers have refused to transport passengers
8 to Plaintiff's members' nightclubs because of their refusal to pay illegal fees. Passengers asking to
9 be taken to a competing nightclub of DEFENDANTS are told that the drivers do not service that
10 club.

11 61. DEFENDANTS intend to cause illegal diversions to their business by paying taxicab
12 drivers illegal fees to deliver passengers to it.

13 62. DEFENDANTS and the taxicab owners actively, knowingly, and intentionally
14 encourage and endorse, through both their actions and established practices, slanderous and
15 defamatory statements made by the taxicab drivers directed at Plaintiff's nightclubs, patrons, and
16 personnel.

17 63. DEFENDANTS and the taxicab owners, actively, knowingly, and intentionally
18 engage in fraud on passengers and against Plaintiff by encouraging, conspiring, participating with,
19 and compensating the taxicab drivers in making misrepresentations against Plaintiff's members'
20 nightclubs.

21 64. That the actions of DEFENDANTS referred to in paragraphs 55. through 63. were
22 intended, with express purpose, to unjustifiably reduce the economic benefit to Plaintiff's members
23 and disrupt the relationship between the Plaintiff's nightclubs and passengers of the taxicab drivers.

24 65. DEFENDANTS were aware that their actions referred to in paragraphs 55. through
25 63. would, in fact, reduce the economic benefit to Plaintiff, disrupt the relationship between
26 Plaintiff's nightclubs and passengers of the taxicab drivers, and adversely effect the Plaintiff's
27 businesses and economic relationships.
28

66. The actions of DEFENDANTS referred to in paragraphs 55. through 63. actually disrupted, and continues to disrupt, the relationship between Plaintiff's nightclubs and passengers of the taxicab drivers.

67. The actions of DEFENDANTS referred to in paragraphs 55. through 63. have caused, and continue to cause both in the present and future, Plaintiff's members to suffer severe economic harm and loss of business relationships, revenue, and profits, all to Plaintiff's general damages, in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

68. The actions of DEFENDANTS are and were willful, malicious, and made with the intent to injure Plaintiff's members, and that, therefore, DEFENDANTS should be assessed punitive damages, by way of example, in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

69. It has been necessary for the Plaintiff to obtain the services of an attorney to prosecute this action, and Plaintiff is entitled to reimbursement for those attorneys fees and costs which have been reasonably incurred.

SIXTH CAUSE OF ACTION

Intentional Interference with Prospective Business Advantage

70. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 69. and incorporates the same by reference herein.

71. DEFENDANTS knew and/or had reason to know that passengers riding in taxicabs, limousines, or shuttles who request transportation to Plaintiff's nightclubs have a prospective contractual relationship with that Plaintiff's nightclub.

72. DEFENDANTS have conspired with the taxicab drivers and taxicab owners to illegally and improperly divert passengers from Plaintiff's nightclubs to DEFENDANTS' nightclubs.

73. DEFENDANTS intend to cause illegal diversions to their business by paying the taxicab drivers illegal fees to deliver passengers to them.

74. The taxicab drivers continue to demand illegal payment, tips, or referral fees from the members of the Plaintiff since these taxicab drivers continue to receive largesse from DEFENDANTS.

1 75. The taxicab drivers have threatened and continue to threaten, both in the present and
2 future, to refuse to provide service or deliver passengers to Plaintiff's clubs, because Plaintiff's clubs
3 refuse to pay the compensation currently received from DEFENDANTS.

4 76. DEFENDANTS and the taxicab owners actively, knowingly, and intentionally
5 encourage and endorse, through both their actions and established practices, slanderous and
6 defamatory statements made by the taxicab drivers directed at Plaintiff's nightclubs, patrons, and
7 personnel.

8 77. DEFENDANTS and the taxicab owners actively, knowingly, and intentionally
9 engage in fraud on passengers and against Plaintiff's members by encouraging, conspiring,
10 participating with, and/or compensating taxicab drivers for making misrepresentations against
11 Plaintiff's nightclubs.

12 78. That the actions of DEFENDANTS referred to in paragraphs 71. through 77. were
13 intended, with express purpose, to harm the Plaintiff's members by preventing the relationship
14 between the Plaintiff's nightclubs and passengers of the taxicab drivers.

15 79. DEFENDANTS have no privilege or justification, legal or equitable, for their illegal
16 and improper actions referred to in paragraphs 71. through 77.

17 80. That the actions of DEFENDANTS referred to in paragraphs 71. through 77. have
18 actually caused, and continue to cause both in the present and future, Plaintiff's members to suffer
19 severe economic harm and loss of business relationships, revenue, and profits, all to Plaintiff's
20 general damages, in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

21 81. That the actions of DEFENDANTS are and were willful, malicious, and made with
22 the intent to injure Plaintiff's members, and that, therefore, DEFENDANTS should be assessed
23 punitive damages, by way of example, in an amount in excess of TEN THOUSAND DOLLARS
24 (\$10,000.00).

25 82. It has been necessary for the Plaintiff to obtain the services of an attorney to
26 prosecute this action, and Plaintiff is entitled to reimbursement for those attorneys fees and costs
27 which have been reasonably incurred.
28

SEVENTH CAUSE OF ACTION
Injunctive Relief

83. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 82. and incorporates the same by reference herein.

84. DEFENDANTS continued violation of state and local laws require equitable relief to prevent future harm to the public and Plaintiff.

85. DEFENDANT SCORES continued violation of the By-Laws set forth in Exhibit 1 require equitable relief to prevent future harm to the public and Plaintiff.

86. SCORES, in executing the By-Laws in three different places, agreed to injunctive relief should it be in violation of said agreement.

87. Plaintiff requests that DEFENDANTS be enjoined from providing tips and other compensation to taxicab drivers and from diverting passengers/patrons from Plaintiff's clubs in violation of state and local laws and the By-Laws duly executed.

88. Plaintiff's members continue to suffer immediate and irreparable injury on a daily basis because of DEFENDANTS illegal activities as described above.

89. It has been necessary for the Plaintiff to obtain the services of an attorney to prosecute this action, and Plaintiff is entitled to reimbursement for those attorneys fees and costs which have been reasonably incurred.

WHEREFORE, Plaintiff prays for damages as follows:

1. For general damages in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00);

2. For special damages as proved;

3. For punitive damages in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00);

4. For treble damages and attorneys fees, costs, and litigation expenses pursuant to Nevada RICO statutes and NRS §598.210.

5. For reasonable attorneys fees, costs, and litigation expenses in accordance with the By-Laws executed by Defendant and Plaintiff's other members;

1 4. For pre-judgment and post-judgment interest;

2 5. For reasonable attorney fees;

3 6. For cost of suit;

4 7. For such other and further relief as the Court may deem just and proper.

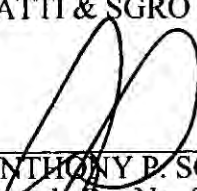
5 WHEREFORE, on the Seventh Cause of Action, Plaintiff requests the following relief:

6 1. An injunction prohibiting all Defendants from diverting passengers/patrons from
7 Plaintiff's clubs in violation of state, local laws and contract;

8 DATED this 3 day of March, 2006.

9 Submitted by:

10 PATTI & SGRO LTD.

11 
12 _____
13 ANTHONY P. SGRO, ESQ.
14 Nevada Bar No. 003811
15 720 South Seventh Street, Third Floor
16 Las Vegas, Nevada 89101
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BY LAWS OF NEVADA ASSOCIATION OF NIGHTCLUBS, INC.

WHEREAS, the undersigned incorporators all are currently the owners/operators of adult night clubs in Las Vegas, and/or Clark County, Nevada;

WHEREAS, the undersigned incorporators desire to work towards enhancing the public view of adult nightclubs as exhibiting the highest degree of professionalism;

WHEREAS, the undersigned incorporators intend to take any and all legal action to ensure compliance with all of the laws and regulations concerning the adult night club business;

WHEREAS, the undersigned incorporators believe that a non-profit organization formed to achieve the purposes set forth above, will raise the standards in the adult nightclub industry to the highest level;

THEREFORE, we the undersigned, being each of the original incorporators herein named, for the purpose of forming a non-profit corporation pursuant to Chapter 82 of the Nevada Revised Statutes, as amended, do hereby adopt the following by-laws:

1. Statutes, Ordinances, and Codes. All members agree to adhere to the following:

Nevada Revised Statutes

- | | |
|----------------|---|
| NRS §202.055- | Sale or Furnishing of Alcoholic Beverages to Minor; |
| NRS §706.8846- | Prohibited Acts Concerning Destination of Passenger of Taxicab; |
| NRS §706.8847- | Compliance with Passenger's Directions; |

Clark County Ordinances

- | | |
|------------|--|
| 6.160.050- | Certain Activities Prohibited concerning exposure and alcohol service; |
| 6.160.080- | Work Identification Card; |
| 6.160.110- | Erotic Dance Establishment Regulations; |
| 6.170.090- | Adult Nightclub Regulations; |
| 6.170.070- | Attendant and Server Work Identification Cards Required; |
| 8.20.297- | Paying Taxicab Drivers; |
| 8.20.340- | Unlawful to Serve Minors; |
| 8.24.020- | Work Identification Card Required; |
| 12.08.025- | Maintaining a Place of Prostitution Unlawful; |

Las Vegas City Code

- | | |
|-----------|--|
| 6.06.195- | Paying Tips to Taxicab Drivers for Delivering Passengers to Licensee's Business Location Unlawful; |
| 6.06.010- | Privilege License Required; |

The parties acknowledge and agree that this commitment to abide by the laws of Nevada, Clark County, and Las Vegas, will remain in full force and effect notwithstanding a member's withdrawal from the Nevada Association of Nightclubs, Inc.

2. Formation and Membership in the Nevada Association of Nightclubs, Inc. All parties hereto agree to join the Nevada Association of Nightclubs, Inc., and to each pay monthly dues to the Association in the amount of \$1000. The Association shall undertake to represent the parties hereto in all facets of state, local and national lobbying for the sake of the Association, its clients, members and interests. The Association shall also act to police the compliance with paragraph 1. above, take appropriate actions to investigate violations of Paragraph 1., and take all actions necessary to enforce this paragraph. Withdrawal from the Association, however, will not otherwise invalidate or cancel any provision of these by-laws.

3. Liquidated Damages for Violating Any One of the Provisions in Paragraph 1. The Parties hereto, on behalf of themselves, their heirs, successors or assigns, their agents, employees, successors and assigns do hereby covenant not to violate the above referenced laws, codes, and ordinances as set forth in Paragraph 1. above. In addition, in order to ensure that the adult nightclub business adheres to the highest degree of professionalism, the members herein extend these by-laws to include "tips," as defined, to commercial limousines, tour buses or any other entity or individual that may transport a person or persons to a member nightclub. Any action deemed by the Association to be in violation of the by-laws shall be subject to liquidated damages in the amount set forth in Attachment "A" herein.

The parties agree that the Association may retain counsel to enforce this agreement. In conjunction with paragraph 1, said counsel has the authority to file a complaint in the District Court of Nevada and seek an immediate injunction, on Shortened Time, to enforce these by-laws and enjoin the violating party from any further violations.

4. Enforcement Against Non-Members. As set forth in the Articles of Incorporation and by-laws, since the purpose of this Organization is to ensure that all adult nightclubs exhibit the highest degree of professionalism, should one of the members determine that a non-member has violated any prohibited provisions in these by-laws concerning the laws, ordinances, and codes, then the members authorize the retention of private legal counsel to file an action in the District Court, Clark County, seeking to enforce the mandates established herein.

5. Tip. A tip shall be defined as the tender of anything of value to or on behalf of any operator of public transportation. A tip can be any of the following, but is not limited to: money, passes for free entry into anywhere, passes for free food anywhere, passes for free drinks anywhere, tickets to any event, credit for any food, beverage or service inside a club, and/or any scripts or "funny money" to be used inside any club.

6. Exceptions for Convention and Other Non-value passes. Nothing in these by-laws shall preclude a party's ability to allow a conventioner free access to their club or to market non-value passes. The conventioner must present his/her convention badge to the doorman for the respective club to be allowed free access. Examples of other non-value passes include Monday Night Football promotions which permit free entrance to patrons with betting tickets or boxing night promotions that permit free entrance to those with tickets to a boxing match.

7. Assignment of Authority to the Nevada Association of Nightclubs, Inc. All parties hereto do hereby assign, to the Nevada Association of Nightclubs, Inc., the authority to investigate and enforce these by-laws against any party to this Agreement that acts in violation hereto.

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, notwithstanding the State of Nevada's conflicts of laws rules. In the event of litigation under this Agreement, such litigation may be commenced and maintained only in a court of competent jurisdiction located within Clark County, Nevada.

9. Waiver and Severability. By entering into these by-laws, the parties agree to waive defenses to the enforceability of this Agreement. Each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law, but if any such provision shall in any respect be ineffective or invalid under such law, such ineffectiveness or invalidity shall not affect the remainder of such provision or the remaining provisions of this Agreement.

10. Further Assurances. The Parties hereto agree to perform, execute, and deliver or cause to be performed, executed, and delivered, any and all such further documents, acts, and assurances as the Parties may reasonably require in order to perform fully their obligations set forth in this Agreement.

11. Notices and Enforcement. Any Party believed to have violated these by-laws shall receive a Violation letter in writing which letter may be sent by personal delivery or mail either (i) by United States registered or certified mail, return receipt requested, postage pre-paid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given) as Exhibit 1 to these by-laws. Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be.

The Notice shall specify the violations date, approximate time, and the specific nature of the violation. The Notice shall also set forth that the breaching party shall immediately cease and desist from any further violations of these by-laws. In addition, that the breaching party shall have 72 hours to tender the amount set forth in Attachment "A" to the Association or request a hearing. The hearing shall take place within 14 days of the request for hearing. Failure to request a hearing within 72 hours shall be deemed an admission of the violation. Nothing contained herein shall constitute a waiver by the Association to seek an immediate injunction against an alleged violator of these by-laws as set forth in paragraph three (3) above.

Any alleged violation shall be heard by a panel of five (5) members, to be elected each year at a regularly scheduled meeting. A decision by a majority of the five (5) panel members shall be binding and final. The members waive any litigation in regards to the decision.

12. No Admission. This Agreement is entered into by the Parties to avoid the expense of litigation and to buy their peace. None of the statements or promises contained in this Agreement shall be construed as any admission of prior actions for any purpose.

13. Amendment. These by-laws shall not be amended except by a writing signed by ~~each of the parties.~~ *two-thirds of the members.*

14. Counterparts. These by-laws may be executed in any number of counterparts each of which shall constitute an original and all of which shall be deemed to constitute a single agreement.

15. Successors and Assigns. These by-laws shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

16. Attorneys' Fees. In any action or proceeding brought by the Nevada Association of Nightclubs, Inc., which arises out of or relates to any provision of these by-laws, or is brought to enforce any provision of this Agreement, or to seek damages for a breach of any provision hereof, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and litigation expenses in addition to any other available remedy.

17. Legal Advice. All parties further acknowledge that these by-laws are the result of negotiations directly among the members of the Association and that each member had the opportunity to have their own respective attorney review the by-laws and to obtain independent legal advice.

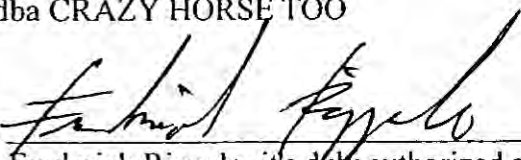
18. Consideration. Consideration is hereby acknowledged by joining the Association.

19. Confidentiality. All parties hereby acknowledge and agree to keep these by-laws confidential and to disseminate it only to members of the Association and their respective attorneys. All parties further agree to neither disseminate these by-laws nor inform non-parties of these by-laws and the parties to and the provisions in this Agreement. The parties understand that public disclosure of this Agreement to non-parties, would cause substantial injuries to the members of this non-profit organization, which injuries would be difficult to quantify. As such, each violation of this confidentiality provision will be subject to a \$1,000.00 penalty and is enforceable according to paragraph 10 of these by-laws.

Signature Page

THE POWER COMPANY, INC.
dba CRAZY HORSE TOO


By:


Frederick Rizzolo, it's duly authorized agent

Dated: 12/5/05
Service Address: 2476 Industrial Road
Las Vegas, Nevada 89102

PALOMINO CLUB

By:


Adam Gamble, it's authorized agent
Luis Hidalgo

Dated: 12/5/05
Service Address: 1848 N. Las Vegas Blvd.
Las Vegas, Nevada 89030

K-KEL, INC.

dba SPEARMINT RHINO

By: Kevin M. Kelly

Kevin M. Kelly, it's authorized agent

Dated: 12/5/05

Service Address: 3340 S. Highland Dr.
Las Vegas, NV 89109

ANTHONY'S OF HOLLYWOOD, INC.

dba STRIPTEASE

By: Anthony Mudarris

Anthony Mudarris, it's authorized agent

Dated: 12/5/05

Service Address: 2129 Lookout Point
Las Vegas, Nevada 89117

OLYMPUS GARDENS

dba OLYMPIC GARDENS

By: Peter Eliades

Peter Eliades, it's authorized agent

Dated: 5-DEC-05

Service Address: 1531 S. Las Vegas Blvd.
Las Vegas, Nevada 89104

D.I. GOOD & BEVERAGE OF LAS
VEGAS, LLC

dba SCORES

By: Dennis DeGori

Dennis DeGori, it's authorized agent

Dated: 12-5-05

Service Address: 3355 Procyon St
Las Vegas, Nevada 89102

SHAC, LLC

dba SAPPHIRE

By: Dolores Eliades

Dolores Eliades, it's authorized agent

Dated: 12/5/05

Service Address: 1531 S. Las Vegas Blvd.
Las Vegas, Nevada 89104

D.WESTWOOD, INC

dba TREASURES

By: Hassan Davari

Hassan Davari, it's authorized agent

Dated: 12.5.05

Service Address: 2801 Westwood Dr.
Las Vegas, Nevada 89109

CP FOOD AND BEVERAGE, INC.

dba CLUB PARADISE

By: Joseph DeMeo

Joseph DeMeo, it's authorized agent

Dated: 12/5/05

Service Address: 4416 Paradise Rd
Las Vegas, Nevada 89109

XCO, INC.

dba SIN

By: Barry Arfa

Barry Arfa, it's authorized agent

Dated: 12/5/05

Service Address: 3915 West Hacienda Ave.,
Suite A111
Las Vegas, Nevada 89118

DEJA VU SHOWGIRLS OF LAS VEGAS, LLC
dba DEJA VU

By: [Signature]
Harry Moon, it's authorized agent

Dated: 12/5/05
Service Address: 3247 Industrial Rd.
Las Vegas, NV 89109

SGC INVESTMENT HOLDINGS, LLC
dba SEAMLESS

By: _____
David Franks, duly authorized agent
of its manager, Resort Entertainment
Companies, LLC

Dated: _____
Service Address: 6085 W Twain, Suite 200
Las Vegas, Nevada 89103

LA FUENTE, INC.
dba CHEETAH'S GENTLEMAN CLUB

By: [Signature]
Jack Galardi, it's authorized agent

Dated: 12/5/05
Service Address: 713 E. Ogden Ave., Ste B
Las Vegas, NV 89101

ATTACHMENT "A"

The schedule of liquidated damages to be paid shall be:

For violation of:

Nevada Revised Statutes:

NRS §202.055- Sale or Furnishing of Alcoholic Beverages to Minor;

Clark County Ordinances

6.160.050- Certain Activities Prohibited concerning exposure and alcohol service;
6.160.080- Work Identification Card;
6.160.110- Erotic Dance Establishment Regulations;
6.170.090- Adult Nightclub Regulations;
6.170.070- Attendant and Server Work Identification Cards Required;
8.20.340- Unlawful to Serve Minors;
8.24.020- Work Identification Card Required;
12.08.025- Maintaining a Place of Prostitution Unlawful;

Las Vegas City Code

6.06.010- Privilege License Required;

If no amounts are levied as a fine, penalty, or cost by any governmental or judicial agency;
One Hundred Dollars (\$100.00).

For violation of:

Nevada Revised Statutes:

NRS §706.8846- Prohibited Acts Concerning Destination of Passenger of Taxicab;
NRS §706.8847- Compliance with Passenger's Directions;

Clark County Ordinance:

8.20.297- Paying Taxicab Drivers;

Las Vegas City Code

6.06.195- Paying Tips to Taxicab Drivers for Delivering Passengers to Licensee's Business Location Unlawful;

Twenty Five Thousand Dollars (\$25,000.00).

ADDENDUM #1

The parties to the attached by-laws intend to and do hereby modify the by-laws pursuant to paragraph 2 by adding the following provision:

50% interest in a ← The parties understand and agree that the by-laws shall not bind bona fide purchasers of any club that is a party to the foregoing Agreement. The bona fide sale of a club shall release the signatory club from further duties, responsibilities, and liability under this Agreement effective as of the date of the purchase.

~~OR 50% OF PROPERTY WILL RELEASE~~
A bona fide sale, however, shall not release the signatory club from liquidated damages that have already accrued or for violations of the by-laws occurring prior to the date of the bona fide purchase. Liability for said liquidated damages or violations remains the responsibility of the owner(s) of the club that entered into this Agreement. Thus, if a violation occurs on day one and the club is sold the following day, the seller shall remain responsible for the violation and the liquidated damages; the purchaser, however, has no liability for said violations or liquidated damages.

Nothing in this Addendum is intended to modify the responsibilities, duties, and liability of any successors and assigns of a signatory club other than for bona fide purchasers.

Signature Page to Addendum #1

THE POWER COMPANY, INC.
dba CRAZY HORSE TOO

By: *Frederick Rizzolo*
Frederick Rizzolo, it's duly authorized agent

Dated: 12-5-05

PALOMINO CLUB

By: *Adany Gentile*
Adany Gentile, it's authorized agent

LUIS HIDALGO JR.
Dated: 12-5-05

K-KEL, INC.
dba SPEARMINT RHINO

By: *Kevin Kelly*
Kevin Kelly, it's authorized agent

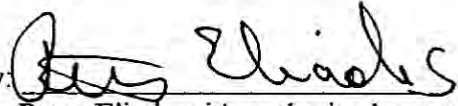
Dated: 12/5/05

ANTHONY'S OF HOLLYWOOD, INC.
dba STRIPTease

By: *Anthony Mudarris*
Anthony Mudarris, it's authorized agent

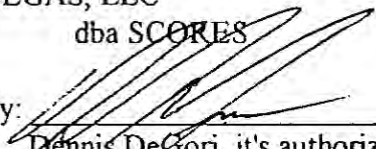
Dated: 12-5-05

OLYMPUS GARDENS
dba OLYMPIC GARDENS

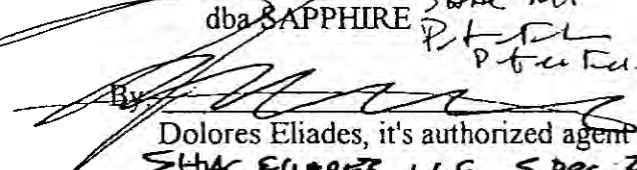
By: 
Peter Eliades, it's authorized agent

Dated: 12-5-05

D.I. GOOD & BEVERAGE OF LAS
VEGAS, LLC
dba SCORES

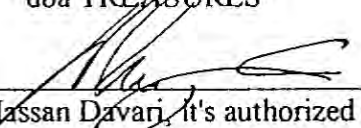
By: 
Dennis DeGori, it's authorized agent

Dated: 12-5-05

SHAC, LLC
dba SAPPHIRE *SHAC NOT P.T. P. to the future*
By: 
Dolores Eliades, it's authorized agent
SHAC ELIADES LLC 5 Dec 2005

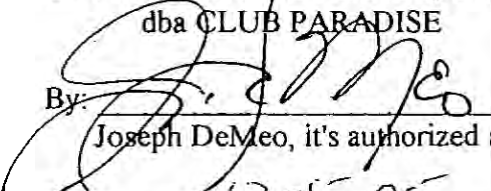
Dated: 12-5-05

D. WESTWOOD, INC.
dba TREASURES

By: 
Hassan Davari, it's authorized agent

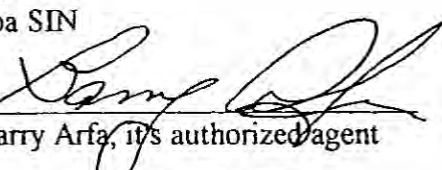
Dated: 12-05-05

CP FOOD AND BEVERAGE, INC.
dba CLUB PARADISE

By: 
Joseph DeMeo, it's authorized agent

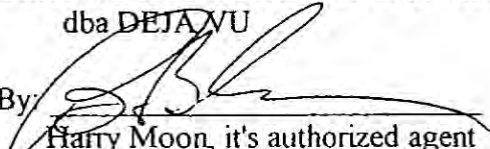
Dated: 12-5-05

XCO, INC.
dba SIN

By: 
Barry Arfa, it's authorized agent

Dated: 12-5-05

DEJA VU SHOWGIRLS OF LAS VEGAS, LLC
dba DEJA VU

By: 
Harry Moon, it's authorized agent

Dated: 12-5-05

SGC INVESTMENT HOLDINGS, LLC
dba SEAMLESS

By: _____
David Franks, duly authorized agent of
its manager, Resort Entertainment
Companies, LLC

Dated: _____

LA FUENTE, INC.

dba CHEETAH'S GENTLEMAN CLUB

By: Charles T. WTB
Jack Galardi, it's authorized agent

Dated: 12-5-05

ADDENDUM #2

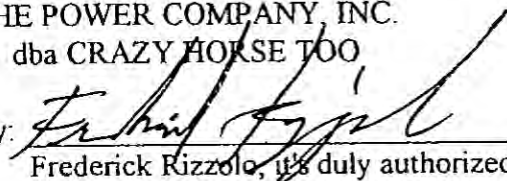
The parties to the attached by-laws intend to and do hereby modify the Agreement pursuant to paragraph 12 by adding the following provision:

The term "tip" as used in the by-laws and defined in paragraph 5, shall include any complimentary, "comps," or discounts for admission prices, food, beverages, and/or any services or goods provided or sold in the club.

Nothing in this Addendum is intended to modify the exceptions to "tips" defined in paragraph 6 of the by-laws.

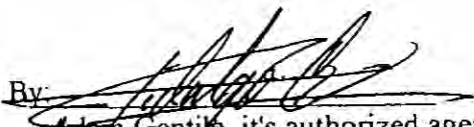
Signature Page to Addendum #2

THE POWER COMPANY, INC.
dba CRAZY HORSE TOO

By: 
Frederick Rizzolo, it's duly authorized agent

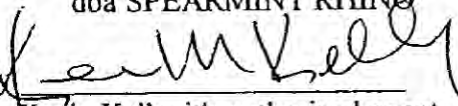
Dated: 12-5-05

PALOMINO CLUB

By: 
Adam Gentile, it's authorized agent
Luis Hidalgo

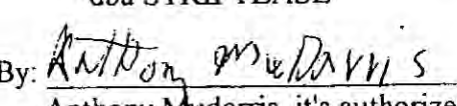
Dated: 12-5-05

K-KEL, INC.
dba SPEARMINT RHINO

By: 
Kevin Kelly, it's authorized agent

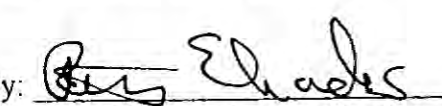
Dated: 12-5-05

ANTHONY'S OF HOLLYWOOD, INC.
dba STRIPTEASE

By: 
Anthony Madarris, it's authorized agent

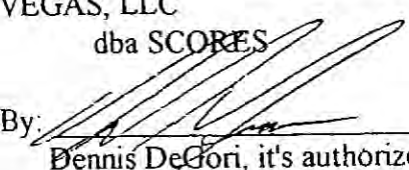
Dated: 12-5-05

OLYMPUS GARDENS
dba OLYMPIC GARDENS

By: 
Peter Eliades, it's authorized agent

Dated: 12-5-05

D.I. GOOD & BEVERAGE OF LAS
VEGAS, LLC
dba SCORES

By: 
Dennis DeGori, it's authorized agent

Dated: 12-5-05

SHAC, LLC

dba SAPPHIRE

By: 

Dolores Eliades, it's authorized agent
~~SHAC ELIADES LLC~~ 5 Dec 2005

Dated: 12-5-05

D. WESTWOOD, INC

dba TREASURES

By: 

Hassan Davari, it's authorized agent

Dated: 12-5-05

CP FOOD AND BEVERAGE, INC.

dba CLUB PARADISE

By: 

Joseph DeMeo, it's authorized agent

Dated: 12-5-05

XCO, INC.

dba SIN

By: 

Barry Arfa, it's authorized agent

Dated: 12-5-05

DEJA VU SHOWGIRLS OF LAS VEGAS, LLC

dba DEJA VU

By: 

Harry Moon, it's authorized agent

Dated: 12-5-05

SGC INVESTMENT HOLDINGS, LLC

dba SEAMLESS

By: _____

David Franks, duly authorized agent of
its manager, Resort Entertainment
Companies, LLC

Dated: 1

LA FUENTE, INC.

dba CHEETAH'S GENTLEMAN CLUB

By: 

Jack Galardi, it's authorized agent

Dated: 12-5-05

Exhibit F

AFFIDAVIT OF MICHAEL L. YEPKO

State of Nevada

County of Clark

Michael L. Yepko, after first being duly sworn, deposes as follows:

1. I make this Affidavit based upon facts within my own knowledge, save and except as to matters alleged upon information and belief and, as to those matters, I believe them to be true.
2. I am a Nevada licensed Private Investigator and have been in business since December 7, 1999. I conducted a surveillance investigation during the evening hours on January 25 through January 29, 2006, inclusive. The investigation involved obtaining the services of taxi cabs in Las Vegas, Nevada. I requested that the drivers transport me to various topless and/or nude female adult clubs in an effort to determine if they would "divert" me to other adult clubs. I recorded relevant information on each trip and obtained receipts where practical to do so.
3. On January 25, 2006, at approximately 6:44 p.m., I requested a taxi cab at the Sahara Hotel & Casino east taxi stand. I obtained a Whittlesea Blue van, number 1196, and asked the driver, Kenneth A. Fletter, Jr., to take me Deja Vu. Fletter immediately suggested that "Sheri's Cabaret was better" he drove me there. Fletter parked his cab, NV license plates: 119 RYF, and registered his name on a clipboard near the front door. I witnessed a Black male adult hand Fletter a slip of paper before he returned to his cab. Fletter is a white male, 6'0" - 6'3", 280 -320 pounds.
4. From Sheri's Cabaret I requested a cab ride to Club Paradise. I obtained the services of Union cab, number 1862, which was driven by Shalom Haleg. I left Sheri's at approximately 8:48 p.m. Haleg's NV plates were 367 SUT. Haleg advised "Club Paradise was not that hot" and diverted me to Diamonds. Haleg parked his cab on the South side of Diamonds and approached "Chris." Chris (LNU) was the doorman at Diamonds. Chris handed Haleg a piece of paper while I paid the cover charge. Chris is a white male, 20-25 years old, with brown hair and eyeglasses.
5. From Diamonds I requested a cab ride to Sin. I obtained the services of Union Cab, number 1888, which was driven by H. Mamikonyan. I departed Diamonds at approximately 9:26 p.m. Mamikonyan's license

Plates were 713 NSU (Nevada). Mamikonyan advised "Sin was a joke" And suggested The Can Can Room. Upon our arrival at The Can Can Room, "Janice," the house mom, asked why a local boy was taking a cab Ride. I advised I had friends in town from California who were still Partying at the Hotel. Janice told me she had to take my \$60.00 cover Charge and she "had to kick-back money to the cab driver." Janice is a White female, 5'4" - 5'6", 125 - 145 pounds, 50 -60 years old, with Eyeglasses. Mamikonyan waited outside near the doorman, but did not Approach the doorman until I was completely inside the Club.

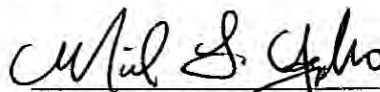
6. From The Can Can Room I requested a cab ride to Cheetah's. I obtained the services of Checker Yellow cab, number 1317, which was driven by Mazal Koren. Koren said "Sheri's is a lot better than Cheetah's" drove me To Sheri's Cabaret. Koren's Nevada plates were 971 SEL. Koren also Parked his cab in the main lot to the east of the club and signed a register Near the front door area. I did not see any exchange of money nor slips. Koren gave me her cellular number after she returned and gave me another Ride back to the Sahara Hotel. Her cellular number is 373-7440.
7. On January 26, 2006, at approximately 7:07 p.m., I requested a cab at the Sahara Hotel & Casino taxi stand. I obtained the services of Henderson Taxi, number 5700, driven by a black male named "Ty." Ty's license Plates were 700 RAK. I asked to go to Pleasures but was taken to Sheri's Cabaret instead. Ty added Sheri's was "closer to the action."
8. From Sheri's I requested a ride to Olympic Gardens. Ty was still parked in Sheri's lot and told me 'Diamonds' was closer and had "much better looking tail." Ty took me to Diamonds at approximately 9:20 p.m.
9. From Diamonds I requested a cab ride to Cheetah's. I obtained the services of Desert Cab, number 4424, driven by "Lou." Lou said Cheetah's was not as good as Sheri's and told me to "trust him." Lou Did not have any receipts nor insight into why Sheri's was so much better Than Cheetah's. I was unable to get the license plate from Lou's cab.
10. On January 27, 2006, at approximately 6:03 p.m, I requested a cab ride from the taxi stand at the Sahara Hotel & Casino. I secured the services of Star Cab, number 2290, driver by Abram Kagossian. I requested a ride to Sin, but was diverted to Diamonds. The plates on the cab were Nevada 305 SEL. Kagossian waited on foot outside his cab while I paid the cover charge. Kagossian waited until I entered the club to approach the front desk area, which was staffed by a white male, 20-25 years old, with black or dark brown hair.

11. From Diamonds I requested a ride to the Palomino Club. I obtained the services of Union Cab, number 1813, driven by "Aris" (LNU). Aris had no picture identification near his Medallion posting, but provided a business card for "future night time fun." Aris immediately suggested I go to Sheri's Cabaret as "it was so much better than the black girls at the Palomino." Aris' cell number is 306-6113. Aris added there was an "underground whorehouse where Asian girls would satisfy me for \$250 - \$500.00. My friends would only pay \$300.00 each for the chance to choose their girl.
12. From Sheri's Cabaret I requested a ride to Sin. I obtained the services of Whittlesea Blue van, number 1154, driven by "Big John." At approximately 10:35 p.m., "Big John" drove me to Cheetah's instead. His plates were Nevada 154 RFD. "Big John" advised the clubs "take care of certain Drivers" and added he also knew of an underground Asian house where I could get "full service." "Big John's cell number is 354-2916.
13. On January 28, 2006, at approximately 7:02 p.m., I requested a cab ride from the taxi stand at the Sahara Hotel & Casino. I obtained a Yellow Cab, number 1419, driven by Amanuel Haile. I requested a ride to The Palomino Club but was diverted to Diamonds. Haile advised he has been a driver since 1991 and has driven the same cab since 2001. His current cab has over 331,000 miles on it. Haile also parked his cab in the street at Diamonds and received a small slip of paper from a white male acting as the Doorman.
14. From Diamonds I requested a cab ride to the Palomino Club. I obtained the services of Ace Cab Company (van), number 2509, driven by Ara Hakobyan. Hakobyan told me Sheri's "was much better" and also referred me to Seamless later with two (2) free drink tickets. Hakobyan's license plates were Nevada, 259 MDC. Additionally, Hakobyan waited near the front door of Sheri's for the black male doorman to return outside. This black male then handed a small piece of white paper to Hakobyan. This occurred at approximately 10:05 p.m.
15. From Sheri's Cabaret I requested a cab ride to Sin. I departed Sheri's at approximately 11:06 p.m. I obtained the services of Yellow Cab, number 1424, driven by "Sue," a white female with blonde hair. "Sue" (LNU) advised Diamonds "was the place to party" and drove me there. "Sue" like all other cab drivers, parked her vehicle and stood near the front door of the club. She only engaged the doorman in conversation after I had paid the cover charge and actually entered the club.

16. On January 29, 2006, at approximately 6:56 p.m., I requested a cab ride from the taxi stand at the Sahara Hotel & Casino. I obtained the services of North Las Vegas (ANLV) Cab (van), number 680, driven by Cheon Hong. I requested a ride to Club Platinum but was diverted to Sheri's Cabaret. I did not get Hong's license plates but he did take a very Lengthy route to Sheri's, i.e West On Sahara, South on Industrial, West On Desert Inn Road, then North on Highland Avenue.
17. From Sheri's Cabaret I requested a ride to the Library. I obtained the services of Desert Cab, number 466, driven by "Juan." Juan did not have his photo identification displayed. Juan told me Diamonds was "way better" and diverted me there. His plates on the cab were 962 PKK.
18. I left Diamonds at approximately 10:16 p.m. I obtained the services of Desert Cab, number 2422, driven by John Dionas, aka Johnny D. Johnny D diverted me to Sheri's Cabaret after I requested a ride to the Palomino Club. The plates on his cab were 879 NSC. Johnny D also Provided a business card entitled "Cin City Tour Guide." His cell Number was listed as (702) 677-1367.
19. From Sheri's Cabaret I requested a ride to Club Platinum. I obtained the services of Lucky Cab, number 717, driven by "Asmir." Asmir told me Club Platinum was a "locals dump" and Diamonds had "better pussy." Asmir did not have a photo identification posted and was an East Indian male. His license plates were Nevada - 717 NSC. Asmir dropped Me at approximately 11:45 p.m. at Diamonds, but I did not see his exit His cab before I entered the front door.

Further, Affiant sayeth naught.

Dated this 31st day of January, 2006.


Michael L. Yepko

Subscribed and Sworn to before me

This 31st day of January, 2006


Notary Signature

Seal



1 STATE OF NEVADA)
2) SS.
3 COUNTY OF CLARK)

4 **AFFIDAVIT of Hal De Becker, III**

5
6 **Hal de Becker, III** being duly sworn,

7 That I am a licensed Private Investigator in Las Vegas,
8 Nevada. That I was assigned by the Nevada Association of Night
9 Club Owners, to conduct an investigation in order to determine
10 whether or not any Las Vegas Cab Drivers were diverting customers
11 away from their requested destination, and to persuade them to go
12 to a different location where the cab driver would presumably be
13 paid a fee for having brought the customer to that particular
14 establishment.

15 That on Monday, January 23rd, 2006, at approximately 8:05
16 p.m., I entered a Checker Cab at the Mirage Hotel and Casino and
17 requested that I be taken to Olympic Gardens Topless Club. At
18 this time, the cab driver indicated that Olympic Gardens was
19 topless only, and that I should have him take me to an all nude
20 club called Diamonds. The cab driver then offered me a coupon for
21 \$50.00 off a private dance at Diamonds.

22 That on Monday, January 23rd, 2006, at approximately 9:12
23 p.m., I entered a Yellow Cab at the Treasure Island Hotel and
24 Casino, and requested that I be taken to the Spearmint Rhino. At
25 this time, the cab driver told me that the Spearmint Rhino was
26

DE BECKER VESTIGATIONS
7500 W. LAKE MEAD BLVD., SUITE 9-312
Las Vegas, NV 89128
(702) 380-3801

1 too expensive and recommended that he take me to an all nude club
2 called Sheri's Cabaret or Diamonds.

3
4 That on Monday, January 23rd, 2006, at approximately 9:35
5 p.m., I entered a Yellow Cab at the Treasure Island Hotel and
6 Casino, and requested that I be taken to Scores Adult Night Club.
7 At this time, the cab driver told me that Scores was very
8 expensive and recommended that I should have him take me to
9 Sheri's Cabaret, where I would get more for my money.

10
11
12 DATED THIS 24th DAY OF JANUARY, 2006.

13
14
15
16

17 *Hal de Becker III, AFFIANT*

18
19 SUBSCRIBED AND SWORN to me before me

20 this 24th day of January, 2006.

21
22
23
24
25
26

NOTARY PUBLIC

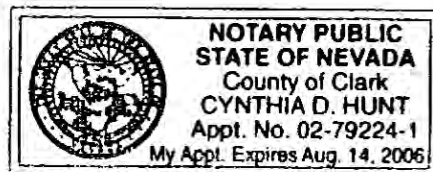


Exhibit G

**MINUTES OF THE MEETING
OF THE
ASSEMBLY COMMITTEE ON TRANSPORTATION**

**Seventy-Ninth Session
February 16, 2017**

The Committee on Transportation was called to order by Chairman Richard Carrillo at 3:16 p.m. on Thursday, February 16, 2017, in Room 3143 of the Legislative Building, 401 South Carson Street, Carson City, Nevada. The meeting was videoconferenced to Room 4406 of the Grant Sawyer State Office Building, 555 East Washington Avenue, Las Vegas, Nevada. Copies of the minutes, including the Agenda (Exhibit A), the Attendance Roster (Exhibit B), and other substantive exhibits, are available and on file in the Research Library of the Legislative Counsel Bureau and on the Nevada Legislature's website at www.leg.state.nv.us/App/NELIS/REL/79th2017.

COMMITTEE MEMBERS PRESENT:

Assemblyman Richard Carrillo, Chairman
Assemblywoman Ellen B. Spiegel, Vice Chair
Assemblywoman Shannon Bilbray-Axelrod
Assemblyman Ozzie Fumo
Assemblyman Richard McArthur
Assemblywoman Daniele Monroe-Moreno
Assemblyman Michael C. Sprinkle
Assemblyman Justin Watkins
Assemblyman Jim Wheeler
Assemblywoman Melissa Woodbury

COMMITTEE MEMBERS ABSENT:

Assemblyman John Ellison (excused)

GUEST LEGISLATORS PRESENT:

None

STAFF MEMBERS PRESENT:

Jann Stinnesbeck, Committee Policy Analyst
Marsheilah Lyons, Committee Policy Analyst
Darcy Johnson, Committee Counsel
Joan Waldock, Committee Secretary
Trinity Thom, Committee Assistant

Minutes ID: 157



OTHERS PRESENT:

Bruce Breslow, Director, Department of Business and Industry
Alaina Burtenshaw, Chair, Nevada Transportation Authority, Department of Business and Industry
Ronald Grogan, Administrator, Taxicab Authority, Department of Business and Industry
Binyam Semereab, Private Citizen, Las Vegas, Nevada
Alexander Assefa, Private Citizen, Las Vegas, Nevada

Chairman Carrillo:

[Roll was called. Committee protocols and rules were explained.] Today we will have two presentations. We will first hear from the Nevada Transportation Authority.

Bruce Breslow, Director, Department of Business and Industry:

My role is to introduce to you our new chair of the Nevada Transportation Authority (NTA). You might remember Alaina Burtenshaw from when she served on the Public Utilities Commission (PUC) of Nevada. Ron Grogan, from the Taxicab Authority, will also be testifying. The NTA and the Taxicab Authority are 2 of the 14 agencies that we oversee at the Department of Business and Industry. I will assist with any questions Ms. Burtenshaw may be unable to answer.

Alaina Burtenshaw, Chair, Nevada Transportation Authority, Department of Business and Industry:

This is the overview of the Nevada Transportation Authority ([Exhibit C](#)). Our mission is to provide for fair and impartial regulation and to encourage the establishment and maintenance of reasonable charges without unjust discrimination [page 2, ([Exhibit C](#))]. We regulate and enforce *Nevada Revised Statutes* (NRS) Chapter 706, NRS Chapter 706A, and NRS Chapter 712 [page 3, ([Exhibit C](#))]. *Nevada Revised Statutes* Chapter 706 regulates passenger motor carriers, tow cars, and household goods movers—fully regulated carriers. We regulate their entry into the market as well their rates, charges, and safety. Transportation network companies (TNCs) are regulated under NRS Chapter 706A. Warehouse permits are authorized under NRS Chapter 712.

The *Nevada Administrative Code* (NAC) has adopted many of the regulations contained in Title 49 of the *Code of Federal Regulations*, in order to fulfill our responsibility in maintaining safety. Our compliance enforcement officers complete training in that regard. The Nevada Highway Patrol, Department of Public Safety (DPS), helps us with training for commercial vehicle safety inspections. We inspect vehicles when they are first placed into service, either temporarily or permanently. Thereafter, carriers are required to inspect their vehicles every 12 months. They provide us a copy of their inspection report.

Driver's permits for those who drive limousines require fingerprint-based background checks. The results come back to us. The permits are deemed approved, unless we identify something in a driver's background that causes us concern. In that case, we call the driver in

for further questions. Carriers that we regulate must have insurance. They have to file a Form K with NTA which adds us as an additional insured. That ensures that if their insurer is canceling them, we will be notified 30 days in advance. That way we can take action.

Under "NTA's Initiatives and Challenges," you can see that we are moving after being in our location for 16 years [page 4, (Exhibit C)]. You can imagine that we have a lot of records to purge. I have been in transportation since 1995, when I was with the PUC. We have my files from back then. We have been working hard to eliminate some documentation, put some on scan drive, make sure we are in compliance with the archive policy of the state, and condense everything into electronic file format.

We continue to work on our driver permit database. There are about 7,000 drivers in Nevada, many of whom are seeking renewals. We have about 4,000 in our driver database at this stage. Our compliance audit investigators are constantly working on that.

We instituted a swing shift for the first time. It runs from 3 p.m. to 1 a.m., Tuesday through Friday. With the advent of the TNCs, we thought it would be appropriate to have a swing shift to gain a better idea of what is going on during the nights and on the weekends.

Another of our challenges is vehicle inspections during peak times. During large events, such as CES [a consumer electronics show] and the Electric Daisy Carnival, we have to put a number of often temporary and rental vehicles into service very quickly to accommodate the demand expected during the event. From January 5 through 8, we inspected 302 vehicles that were temporarily added to 13 of the motor carrier fleets just before the CES. Twelve of those vehicles were permanent additions to fleets.

As you can see, there is not a lot of change in our operating budget for fiscal year (FY) 2017 and FY 2018 [page 5, (Exhibit C)]. We have two enhancement requests. One is for an additional TNC enforcement investigator to be added in FY 2018 and another to be added in FY 2019.

Our administrative fines operating budget is \$180,000. That is in a separate account that is to be used by NTA for expenses related to enforcing statutory provisions.

Nevada Revised Statutes Chapter 706A is the NRS chapter that requires us to regulate TNCs [page 6, (Exhibit C)]. We got off and running after Assembly Bill 176 of the 78th Session was passed. They had a very quick rulemaking that was completed early in September 2015. By September 14, 2015, Lyft and Uber were licensed. Get Me was licensed in January 2016. During that period of time, existing enforcement personnel took over responsibility for TNC investigations until we were able to hire some of our first TNC investigators. We got that up and running in March 2016.



Overview of the Nevada Transportation Authority

Alaina Burtenshaw, Chair

EXHIBIT E Senate Committee on Transportation
Date: 2-9-2017 Total pages: 10
Exhibit begins with: E1 thru: E10

The Nevada Transportation Authority's

Regulatory Responsibilities

The Nevada Transportation Authority (“NTA”) administers and enforces state law regulating:

- Passenger transportation, household goods movers and tow cars pursuant to NRS 706 and NAC 706;
- The storage of household goods pursuant to NRS 712;
- Transportation network companies pursuant to NRS 706A and NAC 706A; and
- Motor carrier safety requirements pursuant to the Federal Motor Carrier Safety Administration (49 CFR as adopted by NAC 706.247).

The Nevada Transportation Authority's Mission

(NRS 706)

Pursuant to NRS 706.151, the NTA has been charged with the responsibility to:

- Provide for fair and impartial regulation, to promote safe, adequate, economical and efficient service and to foster sound economic conditions in motor transportation.
- To encourage the establishment and maintenance of reasonable charges for Intrastate transportation by fully regulated carriers; and non-consent towing services.
- Without unjust discriminations against or undue preferences or advantages being given to any motor carrier or applicant for a certificate of public convenience and necessity.

Regulation Under NRS 706

NRS 706 creates and identifies several different duties to regulate passenger motor carriers; tow cars; household goods movers and brokers of transportation. NRS 706 distinguishes between the regulation of fully regulated carriers and those that are not fully regulated.

- Fully regulated carriers are: common carriers of passengers or household goods who must obtain a Certificate of Public Convenience and Necessity or a Contract Carrier's permit and whose rates, routes and services are subject to regulation by the NTA
 - Examples of fully regulated carriers:
 - Intrastate charter service performed in a limousine
 - Intrastate scenic tour service performed in various vehicle types
 - Intrastate regular route service performed in a bus
 - Intrastate taxi service anywhere in Nevada (except Clark County)
 - Intrastate transportation of household goods.
- Carriers that are not fully regulated are: carriers of passengers or property whose rates, routes and services are not subject to regulation by the NTA.
 - Examples of carriers that are not fully regulated:
 - Intrastate transportation of passengers by charter bus
 - Regulation limited to issues of safety and insurance coverage
 - Tow Carriers
 - Consent-Only tow carriers are partially regulated in the areas of safety and insurance coverage.
 - Non Consent tow carriers are regulated in terms of safety, insurance, rates and services, but not regulated in terms of market or financials

The NTA's Work Force

- Three Commissioners: One of the Commissioners is designated as the Chair and Executive Officer of the Authority. The Commissioners hold hearings on contested applications, citations, impounds and driver permits. Final decisions on all matters are made at an Agenda subject to the Open Meeting Law.
- One Deputy Commissioner: Serves as the Chief Financial Officer for the Authority and directs the day to day operation of the Authority.
- One Administrative Attorney: Assists the Commissioners with the hearings, monthly agendas, drafts orders, notices, and provides legal guidance and research to Commissioners and Authority staff. Administrative Attorney is assisted by one Legal Research Assistant and one Legal Secretary.
- One Applications Manager and two financial analysts: Review and verify the financial information contained in applications, petitions, annual reports and tariff modifications filed with the Authority in order to make recommendations to the Commissioner(s) during hearings or at Agenda Meetings.
- Enforcement Unit: One Chief of Enforcement; three Supervisory investigators; seven investigators; and five compliance audit investigators. The Chief of Enforcement supervises all within the Enforcement Unit. The Enforcement Investigators enforce NRS 706, 706A and 712 by issuing citations and impounding vehicles, where authorized, and inspecting vehicles for safety compliance from time to time. The Compliance audit investigators audit the books and records of the carriers, assist with driver's permit background checks, assist the financial analysts in the background investigation of applications filed with the Authority, and conduct vehicle inspections for safety.
- Administrative Services: two Management Analysts and three Administrative Assistants ensure the functional day to day operations of the Authority.

Additional NTA Safety Responsibilities

49 CFR

The Authority has adopted (with some modifications) by reference via NAC 706.247 the regulations contained in 49 C.F.R. Parts 40, 382, 383, 385, 387, 390 to 393, inclusive, 395, 396 and 397, and Appendices B and G of 49 C.F.R. Chapter III, Subchapter B, as those regulations existed on May 30, 2012, with some limited exceptions.

Based thereon the Authority's officers may, during regular business hours, enter the property of a carrier to inspect its records, facilities and vehicles, including space for cargo and warehouses.

Each compliance enforcement officer employed by the Nevada Transportation Authority pursuant to NRS 706.176 is required to complete training regarding the federal regulations adopted by reference in subsection 1 which relate to common, contract and private motor carriers of passengers and property, including, without limitation, training in commercial vehicle safety inspections provided by the Nevada Highway Patrol.

Vehicle Inspections

NTA enforcement personnel inspect all vehicles when first placed into service whether permanently or temporarily. Thereafter the carrier is required to perform vehicle inspections for each vehicle every 12 months and provide a copy of the inspections to the Authority.

Driver's permit requirements

Pursuant to NRS 706.462, all drivers of common motor carriers are required to submit to a fingerprint-based background check. The results of those checks are reviewed by NTA staff, and any drivers with items of concern are scheduled for a meeting with a Commissioner. The Commissioners identify any items of concern and request additional information from the drivers where appropriate. If the items of concern rise to the levels outlined in NRS 706.462 (3) or NRS 706.4622, the matter is scheduled for review by the full Authority at an Agenda meeting.

Insurance filing form K

The NTA is either a certificate holder or an additional insured on all motor carriers insurance, including TNCs. As such, the NTA would receive a Form K indicating cancellation of insurance and that Form would normally be received 30 days prior to said cancellation. Prior to a TNC's permit being issued and beginning operations, the proposed insurance policy is reviewed by Division of Insurance to ensure compliance with the statutory requirements.

Warehouse Permits

NRS 712

NRS 712 applies to storing for compensation the personal household goods and effects of another where the operator of a warehouse is held out to the public to provide such storage.

A Warehouse Permit is required from the NTA before engaging in the warehouse business.

The Applicant must provide:

- Proof of financial ability to protect persons storing property from loss or damage,
- A showing of sufficient assets, including working capital, to carry out the proposed service.

The NTA must

- Determine that the applicant has sufficient experience in and knowledge of the storage in a warehouse of household goods and effects, and the regulations of the Authority governing the storage of household goods and effects
- Require proof that the applicant carries a legal policy of liability insurance evidencing coverage against fire, theft, loss and damage for stored property
- Require information showing that the property to be used for storage of household goods and effects is reasonably suitable for that purpose.

Failure to maintain insurance or suitable warehousing conditions is grounds for the NTA revoking a warehouse permit

TNC's NRS 706A

AB 176 in the 2015 Legislature provided the NTA with regulatory authority over the TNC's.

- TNC's are required to obtain permits from the NTA by providing information showing:
 - The qualifications and experience of the management and operational personnel;
 - The technology to be used to provide the services – which includes the ability to track and limit the hours of drivers;
 - Copies of articles of incorporation, articles of organization, or partnership agreement;
 - State business registration;
 - Copy of insurance policy that meets the requirements of NRS 690B.400 to 690B.495 and which identifies the NTA as a named insured; and
 - An example of the required trade dress.

The NTA has issued permits to three TNC's: Uber; Lyft and Get Me.

- TNC's are required to provide the NTA with an annual report on or before May 15 of each year and are required to pay an annual assessment to the NTA. In late 2016, the NTA conducted a rulemaking to modify the regulations on annual assessments and annual reports in late 2016. The new regulation, which is currently effective creates:
 - a tiered payment structure (which removes the reporting of actual gross operating revenue, and replaces it with a tiered range)
 - proposes a format for TNC annual reports to be filed by May 15th of each year.

Pursuant to NRS 706A.270, each year TNC's are required to provide the NTA with a report showing:

- The number of motor vehicle crashes which occurred in this State;
- The highest, lowest and average amount paid for bodily injury or death to one or more persons that occurred as a result of such a crash; and
- The highest, lowest and average amount paid for damage to property that occurred as a result of such a crash.

The NTA collects the reports submitted by the TNC's and reports the aggregated information to the Legislative Commission or Director of the Legislative Counsel Bureau by December 1. In that submission the NTA also makes a determination as to whether the limits of coverage required pursuant to NRS 690B.470 are sufficient. The NTA submitted this annual report to the Director of the Legislative Counsel Bureau on or about November 30, 2016.

Exhibit H

[Summertime weed deals nearby! Order for pickup >](#)

Best in State: The Top Cannabis Locations, Products, and Activities in Nevada in 2018

Stacey Mulvey

December 20, 2018

Our Best in State series spotlights the top cannabis dispensaries, companies, products, and activities in the largest cannabis markets in 2018.

There are too many amazing cannabis companies in Nevada, which is a good problem to have if you're compiling a list like this. The trouble is in attempting to narrow it down. It's a well-known secret that Nevada is *the* market to watch for cannabis trends. Nevada has a fiercely independent and discerning spirit.

Find legal cannabis near you—check dispensary menus.

Looking through our history, many, from the mafia to the dirtiest of corporations have tried to conquer Nevada; and only the brands considered the best of the best have managed to remain standing in the Silver State.

While the new adult-use legal cannabis market continues to unfold here, it is exciting to see new leaders emerge.

Overall Dispensary: Planet 13

(Courtesy of Planet 13)

Las Vegas, NV

Newly opened Planet 13 is a dispensary, yes. But in true Las Vegas style, it is a larger-than-life *experience* and beyond comparison to anything else on Earth. Don't let your opinion of Las Vegas influence you before you go. Planet 13 is a unique concept unto itself, boldly presenting its own vision of what purchasing

APPENDIX 467

and interacting with cannabis can be.

The building itself sets out to be a landmark, visible from a panorama of 55,000 hotel rooms, it lit up at night with an electronic graffiti wall and interactive art exhibit that patrons can control. The visual delights continue on the inside, with an animated LED floor, stocked with koi fish that swim away as you walk on them, and a trip-inducing ceiling that takes more than a cursory glance to figure out. As you're gazing up at the mystery that unfolds, a light show featuring dancing orbs controlled through drone technology move in sync with the music pumped through the enue-quality sound system.

Sound enthralling? Its intentional. Planet 13 wants you there, even if you don't want to purchase cannabis. Hang out, relax, and someday consume your cannabis on-site when future development is realized after legislation allows.

Best Budget Dispensary: Acres Cannabis

Las Vegas, NV

Perusing the stalls at your local farmers market is a fantastic way to find great deals directly from the folks that grew the goods. That's why the Underground at Acres offers you the best deals for your cannabis budget.

Accessed through a faux smugglers tunnel located in Acres Cannabis, Nevadan cannabis vendors at Underground are allowed to set up their finest selection on either tables or in the permanent car trunks installed along the walls. The colorful graffiti and street art create a one-of-a-kind interior. Open only on Friday and Saturday, act fast if you want the best bargains. Look for deep cuts on eighths or ounces of elite flower, pre-rolls, and concentrates.

Best Boutique Dispensary: Sierra Well

(Courtesy of Sierra Well)

Reno, NV

Sierra Well could be called the "Biggest Little Dispensary in the World," with unique features on par with the mega dispensaries found in southern Nevada, blended with the trusted orthodoxy inherent in the patient-based culture

that has always embraced

they've always embraced.

The focus here is on portraying cannabis in its best light, whether through thoughtfully placed topical products on shelves that reach the ceiling, engaging layouts of extracts to browse, stocked-to-the-brim edibles refrigerators, elegant arrangements of flowers ... There is no doubt as to who Sierra Well considers the star of the show at their dispensary. Cannabis is the leading lady and clients are invited to become her adoring fans.

Overall Company: Aether Gardens

Las Vegas, NV

The epitome of cannabis is right here in Nevada, and you'll find it at Aether Gardens. Founders Bronwen and Robert, who fell in love and moved to Nevada after pioneering and advocating as caregivers in Detroit, built a virtual temple dedicated to the cultivation and manufacturing of cannabis.

It starts with their cultivation standards, which are carefully applied and directed by their master grower. Proper training and a focus on compliance are of utmost importance at Aether, which currently grows indoor hydro, but will expand to include an outdoor, fully automated greenhouse early next year.

Aether's on-site tissue culture lab embodies their commitment to research and analysis of superior cannabis genetics. The collection includes a bank of 120 strains and over 300 seeds preserved for future testing and consistent release of quality products. Their new analytic equipment, acquired for the purposes of vetting and evaluating their entire process throughout every stage of production, positions Aether as a deeply trusted source of information and education for the entire industry.

Best Flower Products: Cannavative

(Courtesy of Cannavative)

Black Rock City, NV

Tucked near Tahoe and Black Rock City, you'll find a cannabis producer adamant about every strain they grow being raised in an environment tailored to its specific needs. Optimal conditions have been tested and

to its specific needs. Optimal conditions have been tested for and evaluated at Cannavative to make sure the resulting plant is exhibiting its best characteristics. The cultivation staff applies an expert small-batch, artisanal mind-set to produce the highest yields of exemplary tasting buds.

Besides elite strains like Limoncello, Velvet Cake and Shortbread Cookies that they've already dialed to perfection, Grow Master Andrew Baldwin plans to release a few cross breeds from Limoncello—hopefully for production in 2019.

Find Cannavative's clear and clean smelling flower throughout the state of Nevada and Oregon, and check out their infused pre-roll: The Motivator, which uses the brand's premium flower treated with their prized honeycomb concentrate.

Best Concentrates: Binske

Las Vegas, NV

The French would call the assumption Binske operates under as *l'art pour l'art*. Translated as art for the sake of art, each gourmet product his cannabis company conceives of is presented as pure form. The purity of their philosophy translates to their concentrates, making them superior to the point of nearly transcending the category into a class unto themselves.

Rich collages created by UK artist Martin O'Neill accompany each product, and are meant as agnostic representations created to evoke wonder and inner-directed contemplation. The impression the image, and more specifically the medicine, created within is entirely dependent on you.

Best Edibles: Evergreen Organix

(Courtesy of Evergreen Organix)

Las Vegas, NV

Starting with cookies, the focus of Evergreen Organix has been on specifics, from precise dosing, hand-crafted production methods, and ideal ingredients. Since 2015, every made-from-scratch product they've developed overwhelms consumers with optimum deliciousness.

Their goodies prompt memories of the ones Grandma used to make for their simple quality and unadulterated nature. Evergreen Organix knows that true luxury doesn't need to be complicated or overdone, and that the best things in life—especially in food—appear effortless.

Best Topical: Canna Hemp CBD Relief Cream

Whispered about among cannabis client specialists at nearly every Nevada dispensary I have visited, Canna Hemp Relief felt like a magic potion that was perpetually out of my reach. I'd ask about the cannabis-based topical products that were available, inquire about which ones they would recommend, and in the midst of their list, a pause. "Oh, but Canna Hemp Relief"... And I'd lose whomever it was in a private reverie. Turns out they had just sold the last one in stock, and I'd be left wishing I could find some. What was the big?

When I finally laid hands on it, I understood the hype. Canna Hemp CBD Relief Cream relieves pain through a cool, rejuvenating sensation, and the light formula means your skin just soaks it up. Inflammation above and below the dermis is calmed and soothed with cannabis derived terpenes and organic botanical oils like rosemary and eucalyptus.

Best High-CBD Product: BASK+ Extended CBD Wellness Cream

(Courtesy of Bask)

Las Vegas, NV

Utilizing a drug delivery method that bypasses the intestines and lungs, BASK+ Extended CBD Wellness Cream, packs a potent 400mg punch, distributing cannabidiol throughout your body via the circulatory system. This translates to an overall feeling of well-being, as opposed to a more localized effect. Great for patients treating systemic inflammatory diseases like arthritis and autoimmune disorders like lupus, transdermal administration of cannabidiol is an emerging method of consumption.

9 part series

Part one

Best in State: The Top Cannabis Locations, Products, and Activities in Arizona in 2018

Part two

Best in State: The Top Cannabis Locations, Products, and Activities in Colorado in 2018

Part three

Best in State: The Top State-Specific Cannabis Products and Experiences in 2018

Part four

Best in State: The Top Cannabis Locations, Products, and Activities in Maryland in 2018

Part five

Best in State: The Top Cannabis Locations, Products, and Activities in Nevada in 2018

Part six

Best in State: The Top Cannabis Locations, Products, and Activities in Northern California in 2018

Part seven

Best in State: The Top Cannabis Locations, Products, and Activities in Oregon in 2018

Part eight

Best in State: The Top Cannabis Locations, Products, and Activities in Southern California in 2018

Part nine

Best in State: The Top Cannabis Locations, Products, and Activities in Washington in 2018

Exhibit I



The awards ceremony was followed by a party at The Cosmopolitan Hotel in Las Vegas.
All Photos by Solimon Productions

Winners' Circle

MJBizDaily Awards honor cannabis industry leaders and induct inaugural Hall of Fame members

Some of the cannabis industry's most recognizable faces turned out Dec. 12 for the MJBizDaily Awards at The Cosmopolitan Hotel in Las Vegas.

The awards gala honored everyone from businesses considered international

“game changers” to U.S. leaders in retail, cultivation and infused products—plus companies notable for their contributions to hemp, sustainability and giving back to the community.

Finalists in each category were culled from hundreds of nominations submitted

by cannabis industry professionals. The staff of *Marijuana Business Daily* helped narrow the field of contestants for the judges, listed on page 90.

In these pages, we highlight the winners and share what prompted judges to cast their deciding votes.

INDUSTRY IMPACT AWARD

NANCY WHITEMAN

CEO, Wana Brands
Boulder, Colorado

Since co-founding Wana Brands in 2010, Nancy Whiteman has grown the company to the No. 1-selling edibles brand in the country. She was responsible for expanding Wana from its Colorado base to Arizona, California, Illinois, Michigan, Nevada, Ohio and Oregon, with plans to move into Florida, Maryland, Pennsylvania and Canada as well.



Nancy Whiteman, center, is presented with the Industry Impact Award from MJBizDaily CEO Chris Walsh, left, and co-founder Cassandra Farrington.

MJBizDaily AWARDS

PLANET 13

Las Vegas

Planet 13 accounts for nearly 10% of all Nevada dispensary sales, and in a short time, its superstore has become a must-see destination for cannabis enthusiasts visiting Las Vegas. In addition to interactive light displays and Instagrammable settings, the retailer carries more than 450 products ranging from flower and pre-rolls to vaping materials, edibles, extracts, topicals, tinctures and gear.

Planet 13 Vice President of Sales and Marketing David Farris, from left, celebrates with Vice President of Operations Chris Wren and General Manager Danielle Stoker.



The MJBizDaily Awards were part of MJBizDaily Week, held Dec. 9-13, 2019.

Exhibit J

ONE FEATURE

[ALL-TIME BEST OF VEGAS (2020)]

BEST DISPENSARY: PLANET 13



Planet 13

Photo: Steve Marcus

Las Vegas Weekly Staff

Thu, Aug 13, 2020 (2 a.m.)


While most cannabis dispensaries are content to blend in with their surroundings, Planet 13 presents an eye-popping alien landscape, replete with selfie spots and interactive art elements. Inside, the fun continues with a vast selection of recreational products, a staff of attentive budtenders and a vibe unlike any other dispensary you’ve known. 2548 W. Desert Inn Road #100, 702-815-1313.

Runner-up: The Source

Tags: Dispensary, Best of Vegas 2020, Best of Vegas 2020 This & That, All-Time Best of Vegas (2020)

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14 *Attorneys for Plaintiff Tryke
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15 EIGHTH JUDICIAL DISTRICT COURT

16 CLARK COUNTY, NEVADA

17 TRYKE COMPANIES SO NV, LLC, a Nevada
18 limited liability company,

19 Plaintiff,

20 vs.

21 MM DEVELOPMENT COMPANY, INC., dba
22 PLANET 13, a Nevada corporation; DOES I
23 through C, inclusive; and ROE BUSINESS
24 ENTITIES, I through C, inclusive,

25 Defendants.

CASE NO.: A-19-804883-C
DEPT. NO.: 24

**TRYKE COMPANIES SO NV, LLC'S
REPLY IN SUPPORT OF MOTION FOR
PRELIMINARY INJUNCTION**

Date of Hearing: September 3, 2020

Time of Hearing: 9:00 a.m.

26 Plaintiff Tryke Companies SO NV, LLC ("Tryke" or "Reef Dispensary", the brand name
27 of its marijuana dispensary), by and through the undersigned counsel, hereby submits this reply
28 in support of its *Motion for a Preliminary Injunction* (the "Motion").

29 This reply is made and based on the following Memorandum of Points and Authorities
30 and supporting exhibits, including the Declaration of Joel Z. Schwarz (the "Schwarz Decl.")



1 attached hereto as **Exhibit 1**; the papers and pleadings already on file herein, including but not
2 limited to (1) the Motion and exhibits thereto, incorporated by reference as if fully set forth
3 herein, (2) the prior briefing on Defendant MM Development Company, Inc. dba Planet 13's
4 ("Planet 13") motion to dismiss and motion for reconsideration, wherein Planet 13 made the
5 same unfounded and misplaced arguments regarding the merits of Tryke's claims as it makes in
6 its opposition to the Motion, and (3) the Court's orders correctly denying Planet 13's prior
7 motions; and any argument of counsel the Court may permit at the hearing of the Motion.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **I. INTRODUCTION**

10 Reading the introduction of Planet 13's opposition, one might expect that Planet 13
11 thereafter intends to mount a defense based upon applicable law and facts supported by
12 admissible evidence. Nothing could be further from the truth. Instead, Planet 13 retreads old
13 ground regarding the viability of Tryke's claims, obfuscates the law and the facts, and presents
14 unfounded arguments including its contentions that:

- 15 ● The payments that Planet 13 advertises as "kickbacks" and pays to drivers
16 [REDACTED]
17 [REDACTED],¹ are now "tips".
- 18 ● There allegedly is no evidence of Planet 13's payments of kickbacks to
19 drivers, but at the same time the payment of kickbacks for diverting
20 customers is perfectly legal;
- 21 ● Tryke (Reef Dispensary) somehow has no prospective relationship with
22 passengers that have consciously decided and pre-selected Reef
23 Dispensary as their intended destination;

24 ///

25 ///

26 ///

27 ¹ As set forth in Tryke's concurrently-submitted Motion: (1) To File Unredacted Reply in Support of Motion for
28 Preliminary Injunction; and (2) Application for Order Shortening Time, Tryke is filing a redacted version of its reply
and submitting an unredacted version to the Court.



- Planet 13’s actions are protected by an asserted “competitor’s privilege” that it has not pled, that exists only under California law, and that otherwise would not be applicable under the facts of this case;
- Tryke was somehow dilatory in seeking injunctive relief, when all Nevada cannabis dispensaries were closed by order of the Governor from late March through mid-May 2020, and thus Planet 13’s kickback program was stopped during that time;
- Despite well-established precedent clearly applying to the facts of this case, Tryke has not demonstrated an immediate threat of irreparable harm, and monetary damages will be a sufficient remedy in any event; and
- The bond to enjoin the kickbacks to drivers in furtherance of Planet 13’s diversion program – of which there purportedly is no evidence – should be at least \$1 million.

When Planet 13’s baseless arguments are stripped away, the Court is left with: (1) its prior rulings regarding the viability of Tryke’s claims; (2) the applicable law for intentional interference with prospective economic advantage as clearly articulated in *Las Vegas-Tonopah-Reno Stage Line, Inc. v. Gray Line Tours of S. Nev.*, 106 Nev. 283, 287-88, 792 P.2d 386, 388 (1990), which Planet 13 glosses over in a footnote in its opposition; (3) the facts set forth in the Motion, which Planet 13 does not refute, but rather tries to suppress via a frivolous hearsay argument; and (4) the requirements for entitlement to injunctive relief, all of which Tryke has met. Thus, for the reasons already set forth in the Motion and discussed further below, a preliminary injunction should be entered pending a final adjudication on the merits of Tryke’s claims.

II. LEGAL ARGUMENT

A. Tryke is Likely to Succeed on the Merits of its Claims

The primary thrust of Planet 13’s opposition brief is its contention that Tryke has not demonstrated a reasonable probability of success on the merits of its claims in this case. Planet

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13 makes a series of unfounded and increasingly desperate arguments in furtherance of this contention, all of which are easily disposed of based upon the facts and the law.

1. The Court already determined Tryke’s claims are viable

Planet 13 devotes a significant portion of its opposition brief to arguing that Tryke “has failed to state proper claims.” *See* Opposition at 9:1-2 (“Reef has failed to state a proper claim for interference with economic advantage.”); 11:23-24 (“Reef has failed to state proper claims for civil conspiracy or aiding and abetting . . .”). These arguments already have been the subject of two rounds of briefing in this case; first Planet 13 moved to dismiss Tryke’s claims, then it moved for reconsideration. While the Court certainly has better things to do with its limited time than re-reading briefs on already-decided issues, were it to revisit Planet 13’s motion to dismiss and motion for reconsideration, it would find the same arguments in those filings as set forth in Planet 13’s present opposition. The law has not changed since the Court denied the motion to dismiss, nor has it changed since the Court denied the motion for reconsideration.

Moreover, it is axiomatic that a party must substantiate its legal arguments with citation to competent authority. Thus, even if the Court were to indulge Planet 13 for a third time on the viability of Tryke’s claims, the purported “authority” proffered by Planet 13 is neither admissible nor persuasive (let alone binding). In particular, Planet 13 bases its argument on a discussion of the supposed outcomes of prior district court actions from the early to mid-2000s, the complaint in one of those actions, and newspaper articles from the same time period. District court rulings in a different case have “no precedential value”. *Oliver v. Bank of Am.*, 128 Nev. 923, 381 P.3d 647 (2012). A complaint in a different case is hearsay and “not proof of anything”. *See Ruiz v. Arizona Dept of Corr.*, No. 2 CA-CV 2008-0057, 2009 WL 224939, at *2 (Ariz. Ct. App. Jan. 30, 2009); *Dent v. U.S. Tennis Ass’n, Inc.*, 08 Civ. 1533(RJD)(VVP), 2008 WL 2483288, at *3 (E.D.N.Y. June 17, 2008); *see also* NRS § 51.035 (defining hearsay); NRS § 51.065 (hearsay inadmissible unless otherwise excepted). Newspaper articles also are hearsay. *See Woods v. State*, 101 Nev. 128, 136, 696 P.2d 464, 470 (1985); *Larez v. City of Los Angeles*, 946 F.2d 630, 642 (9th Cir. 1991); *American Civil Liberties Union of Nevada v. City of Las Vegas*, 13 F.Supp. 2d 1064, 1070 (D. Nev. 1998); *De La Cruz v. DuFreene*, 533 F.Supp. 145, 149 (D. Nev. 1982).



1 In addition, even assuming arguendo any of the “authority” cited by Planet 13 was
2 admissible, it is entirely irrelevant given the significant changes to the transportation industry in
3 Las Vegas since the introduction of ride-sharing applications² and other technological advances.
4 Newspaper articles and legal actions regarding other industries (with the cannabis industry itself
5 being a nascent Nevada industry) predating this new transportation regime by more than a
6 decade simply have no bearing on the present circumstances.

7 In short, while Planet 13 incorrectly argues that Tryke has presented inadmissible hearsay
8 evidence in support of its Motion (discussed further below), it is actually Planet 13 that has failed
9 to present any evidence in support of its arguments and has staked its entire position on
10 inadmissible and irrelevant “authority.” And even then, for the reasons already briefed and
11 decided by the Court, Planet 13 is entirely wrong with respect to the viability of Tryke’s claims.

12 **2. The evidence presented by Tryke is admissible**

13 Faced with evidence of an extensive and ongoing diversion kickback program, Planet 13
14 argues that such evidence is inadmissible hearsay and therefore Tryke has presented no evidence
15 from which the Court could conclude a reasonable probability of success on the merits of its
16 claims.

17 First, it is internally inconsistent and entirely illogical for Planet 13 to argue that there is
18 no proof of activities it has admitted are occurring, but which it argues (erroneously) are entirely
19 legal.

20 Second, Planet 13’s contention that rideshare driver statements showing an ongoing
21 diversion kickback program and how that program is being effectuated are hearsay is simply
22 wrong. As discussed further below, Planet 13 not only pays kickbacks to drivers, but also issues
23 tax forms to the drivers. This makes the drivers both agents of and co-conspirators with Planet
24 13. Therefore, the statements of the drivers are not hearsay. *See* NRS § 51.035(3)(d), (e); *see*
25 *also Paul v. Imperial Palace, Inc.*, 111 Nev. 1544, 1549–50, 908 P.2d 226, 230 (1995), *Carroll*
26 *v. State*, 132 Nev. 269, 277, 371 P.3d 1023, 1029 (2016). The agent and co-conspirator drivers’

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28 ² The Court may take judicial notice that Uber first launched in Las Vegas in late 2015, and other ride sharing applications followed soon thereafter.



1 statements, whether written and posted in a chatroom or contemporaneously recorded at the time
2 of their oral statements to a secret shopper, all constitute admissible evidence.³

3 Finally, Planet 13 does not dispute its own advertisement of its kickback program, or the
4 diversion reports completed by passengers who were not part of the secret shopper experience,
5 attached as Exhibits D-1, D-2, and F to Tryke's Motion, thus conceding the admissibility thereof.

6 3. Planet 13's diversion kickback program is not "tipping"

7 In prior filings, Planet 13 has attempted to recharacterize/mischaracterize Tryke's claims.
8 This has continued in the opposition to the Motion, and in addition, Planet 13 is now attempting
9 to recharacterize its own actions as "tipping".

10 Tips are discretionary (optional or extra) payments *determined by a customer that*
11 *employees receive from customers*. [https://www.irs.gov/businesses/small-businesses-self-](https://www.irs.gov/businesses/small-businesses-self-employed/tip-recordkeeping-and-reporting#:~:text=Tips%20are%20discretionary%20(optional%20or,Tips%20include%3A&text=This%20includes%20a%20credit%20card,or%20other%20items%20of%20value)
12 [employed/tip-recordkeeping-and-reporting#:~:text=Tips%20are%20discretionary%20](https://www.irs.gov/businesses/small-businesses-self-employed/tip-recordkeeping-and-reporting#:~:text=Tips%20are%20discretionary%20(optional%20or,Tips%20include%3A&text=This%20includes%20a%20credit%20card,or%20other%20items%20of%20value)
13 [optional%20or,Tips%20include%3A&text=This%20includes%20a%20credit%20card,or%20ot](https://www.irs.gov/businesses/small-businesses-self-employed/tip-recordkeeping-and-reporting#:~:text=Tips%20are%20discretionary%20(optional%20or,Tips%20include%3A&text=This%20includes%20a%20credit%20card,or%20other%20items%20of%20value)
14 [her%20items%20of%20value](https://www.irs.gov/businesses/small-businesses-self-employed/tip-recordkeeping-and-reporting#:~:text=Tips%20are%20discretionary%20(optional%20or,Tips%20include%3A&text=This%20includes%20a%20credit%20card,or%20other%20items%20of%20value) (last visited August 31, 2020) (emphasis added). To date, Planet
15 13 has produced only one document in connection with its initial disclosures.⁴ That document,
16 attached hereto as **Exhibit 1-A**, contains two important pieces of information which directly
17 contradict Planet 13's "tipping" position.

18 First, the document demonstrates [REDACTED]. That would be the
19 equivalent of tipping a pizza delivery person for delivering a pizza to a neighbor. There would be
20 no reason to provide a "tip" for services and product provided to someone else.⁵

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24 ³ Plaintiff is not required to have completed all discovery in this case prior to seeking a preliminary injunction. Drivers' statements constitute preliminary evidence. Disclosure and discovery will further demonstrate the facts set forth in the drivers' statements.

25 ⁴ If not rectified, Planet 13's wholly insufficient disclosure and withholding of discoverable evidence likely will require the Court's intervention.

26 ⁵ Perhaps the better question to Planet 13 is, "If this is a tip, would that not make you a customer? What service did
27 you receive that you felt compelled to tip the driver?" The answer to those questions ends with the same result: even
28 if it wants to change the word "kickback" to "tip", Planet 13 pays drivers to divert customers away from Reef Dispensary and to Planet 13.



1 Second, the document demonstrates [REDACTED]
2 [REDACTED]. *See id.* [REDACTED]
3 [REDACTED]
4 [REDACTED] In short, the payments clearly and unequivocally
5 are not “tips.” Planet 13 is not the customer. It is a third party to the rideshare transaction.

6 Third, [REDACTED]
7 [REDACTED] *See id.* Generally
8 speaking, people provide tips to servers, bellhops, baristas, and in fact, taxi, Uber, and Lyft
9 drivers, every single day, throughout the state, throughout the country. [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED] Planet 13’s program simply is not a tipping program. It does not
13 function like a tipping program. It is a diversion program that functions like a diversion program.

14 **4. Tryke is likely to succeed on its claim for intentional interference**
15 **with prospective economic advantage**

16 In its opposition, Planet 13 argues that Tryke is not reasonably likely to prevail on its
17 claim for intentional interference with prospective economic advantage for multiple reasons.
18 Planet 13 is incorrect as to each and every point.

19 Planet 13 first argues that there is no prospective contractual relationship between the
20 Reef Dispensary and customers who have hailed an Uber or Lyft designating the Reef
21 Dispensary as their chosen destination. The absurdity of this argument is readily apparent and
22 belied by Planet 13’s own actions. All passengers who have pre-selected the Reef Dispensary as
23 their destination intend to go to Reef Dispensary. Those passengers, at a minimum, intend to go
24 into Reef Dispensary, to look at the products offered at Reef Dispensary, consider buying the
25 products sold at the Reef Dispensary, and a significant number of passengers will, of course,

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27 ⁶ To the extent that Planet 13 contends the drivers are its employees, that does not get around the requirement for a tip
28 to be paid by customers. However, if Planet 13 contends the drivers are its employees rather than self-employed independent contractors, then its argument that statements by the drivers as its employees are hearsay is even more baseless.



1 make purchases at the Reef Dispensary. Passengers do not pay for a ride to a place where they
2 have no intention of making a purchase (to window shop). If no passengers (or only a small
3 percentage of passengers) designating a dispensary as their chosen destination made purchases,
4 then why would Planet 13 go through the trouble of paying kickbacks to drivers for diverting
5 passengers? Quite simply, there undoubtedly is a prospective contractual relationship between
6 the Reef Dispensary and every passenger that selects the Reef Dispensary as his/her intended
7 destination.

8 Planet 13 also argues that it is insulated from liability for intentional interference because
9 there is no proof that it has knowledge of the specific diversion of customers from Reef
10 Dispensary to Planet 13. This Sargent Shultz defense is both legally and factually unsupported.
11 After-the-fact knowledge by the tortfeasor as to whether the intended interference has occurred is
12 not an element of the claim. *See Wichinsky v. Mosa*, 109 Nev. 84, 88, 847 P.2d 727, 729-30
13 (1993); *Consolidated Generator-Nev., Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1311, 971
14 P.2d 1251, 1255 (1998). Rather, to prevail on its intentional interference claim, Tryke need only
15 demonstrate that Planet 13 is aware of the prospective relationships between the Reef Dispensary
16 and customers that have selected Reef Dispensary as their chosen destination, and an intent to
17 interfere with those prospective relationships. While common sense dictates that Planet 13 is,
18 and always has been, aware of the prospective relationships between all cannabis customers and
19 their intended dispensary destinations, there can be no doubt of its particular knowledge of such
20 prospective relationships in the case of the Reef Dispensary, since it was put on actual notice of
21 the same by Tryke via a pre-litigation demand and by the filings in this action. And again, as
22 already discussed above and within multiple filings in the action to date, Planet 13 clearly
23 intends to continue to interfere with a significant portion of the prospective relationships between
24 the Reef Dispensary and its customers by incentivizing drivers to divert such customers. Thus,
25 the actual elements of the claim have been met, and there can be no doubt that Tryke enjoys a
26 reasonable probability of succeeding on the merits of its claim.

27 Next, Planet 13 argues that its diversion kickback program is protected by the
28 “competitor privilege”. As a threshold matter, this is not an affirmative defense asserted in Planet



1 13's answer. Moreover, even if the Court were to consider this newly stated argument, the
2 alleged "competitor privilege" has no application in Nevada.

3 Planet 13 relies upon *Pacific Express, Inc. v. United Airlines, Inc.*, 959 F.2d 814 (9th Cir.
4 1992), to suggest that this Court could apply a defense of "competitor's privilege" to the
5 intentional interference claim. *Pacific Express*, however, is a case interpreting California law, not
6 Nevada law. If Nevada recognized a defense of "competitor's privilege", Planet 13 surely would
7 have cited such authority. It did not.

8 Even assuming *arguendo* that Planet 13 had asserted the defense and that California law
9 applied in this matter, Planet 13 still would not be entitled to maintain the defense of
10 "competitor's privilege" because it does not protect unlawful activity. *See Pacific Express*, 959
11 F.2d at 820 (quoting *A-Mark Coin Co. v. General Mills, Inc.*, 148 Cal.App. 3d 312, 323-24
12 (1983)). Here, Planet 13 is engaging in tortious (i.e., unlawful) conduct, thus barring the defense.

13 Lastly, Planet 13 contends that kickbacks in exchange for customer diversion is a
14 common practice within the marijuana dispensary industry. Planet 13 has presented no
15 admissible evidence of such actions. More importantly, whether other businesses engage in
16 illegal or improper activities is irrelevant to the issue at hand: Planet 13's payments of kickbacks
17 to drivers for diverting Reef Dispensary customers. With its proximity to the Reef Dispensary,
18 Planet 13 stands alone in its ability to target Reef Dispensary customers and cause harm to
19 Tryke.

20 Having cleared Planet 13's baseless arguments, the Court is left with: (1) the law as set
21 forth in *Las Vegas-Tonopah-Reno Stage Line, Inc. v. Gray Line Tours of S. Nev.*, 106 Nev. 283,
22 287-88, 792 P.2d 386, 388 (1990), which Planet 13 glosses over in a footnote in its opposition;
23 and, (2) the facts as established in the Motion, which Planet 13 does not refute or even deny, but
24 rather, attempts to suppress through a meritless hearsay argument. Applying the irrefutable facts
25 to the law, Tryke is likely to succeed on the merits of its intentional interference claim.

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5. Tryke is likely to succeed on its claims for civil conspiracy and aiding and abetting

In its opposition, Planet 13 does not address Tryke’s likelihood of success on the merits of its other claims. Rather, it argues against the viability of those claims. This issue already has been addressed ad nauseum and decided by the Court, and there is no need to waste further judicial resources arguing the viability of Tryke’s additional claims for relief. Suffice it to say, Tryke’s claims are viable, and the facts and evidence certainly demonstrate a reasonable probability of success on those claims.

In particular, even if kickbacks are generally regarded as “lawful” in Nevada, Tryke still will prevail on its claim for civil conspiracy against Planet 13 apart from its intentional interference claim.

Civil conspiracy is recognized as a tort in Nevada. *Aldabe v. Adams*, 81 Nev. 280, 402 P.2d 34, 37 (1965). Discussions of the tort are found in *Short v. Hotel Riviera, Inc.*, 79 Nev. 94, 378 P.2d 979, 985-6 (1963), *Hotel Riviera, Inc. v. Short*, 80 Nev. 505, 396 P.2d 855, 859-860 (1964) and *Eikelberger v. Tolotti*, 96 Nev. 525, 611 P.2d 1086, 1088 (1980). As potentially applicable to the instant litigation, these cases set forth the following rules:

- (1) An act lawful when done by one individual may become an actionable wrong if done by a number of persons acting in concert, if the result injures the party against whom the action is directed;
- (2) An act lawful when done by one individual may be the subject of an actionable civil conspiracy when it is done with the intention of injuring another or when, although done to benefit the conspirators, its natural consequence is the oppression of an individual; and
- (3) An act lawful when done by one individual, because justified by his rights, becomes actionable when done by a combination of persons actuated by malice if harm results to another.

Hubbard Business Plaza v. Lincoln Liberty Life, 596 F. Supp. 344, 346 (D. Nev 1984).

While Planet 13 says that it did not “direct” action against Reef Dispensary, clearly its co-conspirators (the drivers) do, as demonstrated by their own statements and conduct in the record. Thus, the first rule is satisfied.

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1 With regard to the second rule, the injury to Reef Dispensary is clearly the “natural
2 consequence” of the oppression of passengers’ stated intentions and the prospective relationships
3 with Reef Dispensary. Thus, the “intention” component of the second rule is satisfactorily
4 established.

5 Given that Planet 13 was provided actual notice of the illegal conduct and harm to Reef
6 Dispensary resulting from its kickback program, and nonetheless continued the same, without
7 alteration, Tryke also has established malice on the part of Planet 13, thereby meeting the
8 requirements of rule three.

9 In sum, all “rules”, (i.e., elements) of a civil conspiracy claim have been met, and Tryke
10 therefore has demonstrated a reasonable probability of success on the merits of this claim.

11 **B. Monetary Damages are an Insufficient Remedy for Tryke’s**
12 **Irreparable Harm**

13 With respect to the “irreparable harm” factor of Tryke’s request for injunctive relief,
14 Planet 13 argues that there is no irreparable harm, or alternatively, monetary damages alone are a
15 sufficient remedy. Planet 13 is incorrect in both regards.

16 An injury is not fully compensable by money damages if the nature of the plaintiff’s loss
17 would make damages difficult to calculate. *Basicomputer Corp. v. Scott*, 973 F.2d 507, 511 (6th
18 Cir. 1992). Additionally, courts have recognized the difficulty in calculating money damages to
19 redress the loss of client relationships that would produce an indeterminate amount of business.
20 *See, e.g., Excellence Cmty. Mgmt. v. Gilmore*, 131 Nev. 347, 351 P.3d 720 (2015) (quoting *Ticor*
21 *Title Ins. Co. v. Cohen*, 173 F.3d 63, 69 (2d Cir. 1999)). Moreover, acts committed without just
22 cause which unreasonably interfere with a business or destroy its credit or profits, may do an
23 irreparable injury. *State, Dep’t of Bus. & Indus., Fin. Institutions Div. v. Nevada Ass’n Servs.,*
24 *Inc.*, 128 Nev. 362, 370, 294 P.3d 1223, 1228 (2012) (internal quotations omitted); *see also*
25 *Guion v. Terra Marketing of Nevada, Inc.*, 90 Nev. 237, 523 P.2d 847 (1974) (actions that
26 interfere with a business “or destroy its custom, its credit or its profits, do an irreparable injury
27 and thus authorize the issuance of an injunction.”).

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Here, the evidence before the Court is that Planet 13 is paying drivers to disparage Reef Dispensary and otherwise discourage passengers from visiting Reef Dispensary through use of a diversion program. In so doing, Planet 13 is causing substantial damage to Tryke's sales and customer acquisitions that can never be fully ascertained. This harm goes well beyond mere financial damage caused by the inevitable decrease in sales; indeed, the nature of Planet 13's actions will also lead to the irremediable loss of brand value, consumer loyalty, and inherent goodwill of the dispensary itself, all of which is exceedingly difficult to quantify.

Thus, while Tryke agrees that monetary damages are an available remedy, in some part, and based upon Planet 13's bond argument it appears the monetary damages will be substantial, monetary damages alone are not a sufficient remedy to rectify the irreparable harm being inflicted upon Tryke.

1. Tryke's request is timely

Planet 13 also argues that Tryke has been dilatory in seeking an injunction, which is somehow suggestive of a lack of harm. Like the majority of Planet 13's arguments, this position is not grounded in fact. In particular, Planet 13 acts as if nothing occurred between the filing of the complaint in this matter and the filing of Tryke's Motion, ignoring both the proceedings that did take place in this case and the events occurring in the cannabis industry as a result of the COVID-19 pandemic.

Based upon communications predating the filing of the action, Tryke fully expected its complaint in this matter would be met with a motion to dismiss, and this turned out to be the case. Rather than moving for a preliminary injunction with a motion to dismiss pending, Tryke elected to conserve judicial resources and allowed the Court to rule upon - and deny - the motion to dismiss. As set forth in the Motion, once the motion to dismiss (and Planet 13's motion for reconsideration filed shortly thereafter), was disposed of by the Court, Tryke was prepared to request an injunction if Planet 13 then continued its diversion kickback program despite the Court's ruling. However, due to the COVID-19 pandemic and emergency directives issued by Governor Sisolak, Nevada dispensaries were closed to in-person business from late March

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1 through mid-May 2020. Where customers were not allowed into the stores during that time, there
2 were no passengers going to those destinations (thus no passengers to divert), and effectively no
3 kickback program, at least for a time. When dispensaries were re-opened to the public and Tryke
4 confirmed Planet 13 had resumed its kickback program,⁷ Tryke moved for a preliminary
5 injunction. Thus, Tryke’s Motion was filed at the appropriate time and is in no way an indication
6 that Tryke has not suffered, and will not continue to suffer, irreparable harm if an injunction is
7 not granted.

8 **C. The Balance of the Hardships and the Public Interest Favor Injunctive Relief**

9 In addressing the balancing of the hardships and the public interest factors, Planet 13 falls
10 back on its tried (but not true) mantra: “tipping” is perfectly legal. As already discussed above,
11 the actions at issue are not tipping, and they constitute, at minimum, intentional interference with
12 prospective economic advantage.

13 Planet 13 is irreparably harming Tryke and intentionally interfering with Tryke’s
14 business and prospective economic advantage. Planet 13 is also clearly inducing illegal conduct
15 intended to deceive customers. Allowing such actions to continue is contrary to public policy.
16 Furthermore, Planet 13 will suffer no hardship if it is prohibited from engaging in tortious and
17 deceptive business practices, and instead is required to refrain from such activity in favor of
18 legitimately, legally competing with Tryke. Certainly, this should be no issue for the greatest
19 cannabis dispensary Nevada has ever seen, as Planet 13 touts itself to be.

20 **D. The Bond Should Be Nominal**

21 In its opposition, Planet 13 argues that if an injunction is to be entered, the bond should
22 be at least \$1 million.⁸ While this is a startling admission of the scope of the diversion kickback
23 program, there is no reason why Tryke should be made to post a bond anywhere approaching \$1
24 million to preclude Planet 13 from continuing its unlawful activities.

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27 ⁷ Part of the admissible evidence presented with the Motion, which Planet 13 incorrectly argues is hearsay.

28 ⁸ Based upon evidence that it will present at a later date (i.e., based upon evidence in Planet 13’s exclusive possession, but which has not yet been produced in this case).

1 **III. CONCLUSION**

2 Based on the foregoing, and for the reasons already set forth in the Motion, Tryke
3 respectfully requests that this Court enter a preliminary injunction as follows:

- 4 1. Prohibiting Planet 13 from paying any fee or commission to taxi or rideshare
5 drivers in exchange for the drivers bringing passengers to Planet 13;
- 6 2. Prohibiting Planet 13 from advertising to taxi and rideshare drivers that Planet 13
7 will provide compensation to drivers in exchange for the drivers bringing passengers to Planet
8 13's dispensary; and,
- 9 3. Such other relief as this Court deems appropriate.

10 Dated this 1st day of September 2020.

11 H1 LAW GROUP

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CERTIFICATE OF SERVICE

The undersigned, an employee of H1 Law Group, hereby certifies that on the 1st day of September, 2020, she caused a copy of the foregoing, to be transmitted by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's **Odyssey E-File & Serve** system:

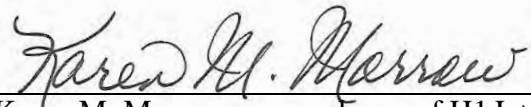

Karen M. Morrow, an employee of H1 LAW GROUP

EXHIBIT 1



**DECLARATION OF JOEL Z. SCHWARZ IN SUPPORT OF
TRYKE COMPANIES SO NV, LLC'S REPLY IN SUPPORT OF
MOTION FOR PRELIMINARY INJUNCTION**

I, JOEL Z. SCHWARZ, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the State of Nevada, and I am an attorney with H1 Law Group, counsel for Plaintiff Tryke Companies SO NV, LLC ("Tryke") in this matter.

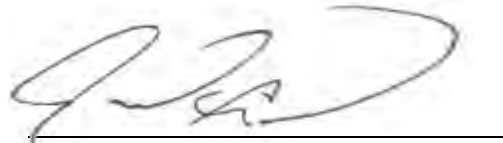
2. I have personal knowledge of the matters set forth herein and know them to be true.

3. On August 20, 2020, Defendant MM Development Company, Inc. dba Planet 13 ("Planet 13") served its Initial Disclosure of Witnesses and Documents Pursuant to NRCP 16.1 ("Initial Disclosures").

4. In its Initial Disclosures, Planet 13 identified a single document, Bates Nos. MM000001-MM000007¹. A true and correct copy of that document is attached hereto as **Exhibit 1-A**.

I declare under penalty of perjury under the laws of the State of Nevada that the forgoing is true and correct.

Executed this 1st day of September 2020.


JOEL Z. SCHWARZ

¹ Planet 13 erroneously listed Bates Nos. MM000001-MM000007 in its Initial Disclosures when in actuality the Bates Nos. are MM000001-MM000008.

EXHIBIT 1-A

**MM000001-MM000007
REDACTED**