

SUPREME COURT OF THE STATE OF NEVADA

RHONDA ROE, DENISE DOE, JANE)	Electronically Filed
DOE DANCER, AND JANE DOE)	Case No.: 84004 Mar 14 2022 04:05 p.m.
DANCERS 2-7,)	Elizabeth A. Brown
)	Clerk of Supreme Court
Appellants,)	
)	APPELLANTS' RESPONSE TO
vs.)	ORDER TO SHOW CAUSE
)	
RUSSELL ROAD FOOD AND)	
BEVERAGE, LLC, A NEVADA)	
LIMITED LIABILITY COMPANY,)	
D/B/A CRAZY HORSE III)	
GENTLEMEN'S CLUB, I-X; DOE)	
CLUB OWNER, I-X; DOE)	
EMPLOYER, I-X; ROE CLUB)	
OWNER, I-X; ROES EMPLOYER, I-X;	
JACQUELINE FRANKLIN;	
ASHLEIGH PARK; LILY SHEPARD;	
STACIE ALLEN; MICHAELA	
DEVINE; SAMANTHA JONES;	
KARINA STRELKOVA; AND	
DANIELLE LAMAR,	
Respondents.	

**APPELLANTS' RESPONSE TO ORDER TO
SHOW CAUSE OF JANUARY 28, 2022**

LEON GREENBERG, ESQ., SBN 8094
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Attorneys for Appellants

ARGUMENT

I. The district court issued an order disposing of all claims and liabilities of all parties and constituting a final appealable judgment.

A. The Court has inquired whether the district court’s order appealed from is a final judgment or a non-appealable order enforcing a settlement agreement.

In its Order to Show cause this Court, citing *Lee v. GNLV Corp.*, 996 P.2d 416, 417 (Nev. Sup. Ct. 2000) and *Brown v. MHC Stagecoach*, 301 P.3d 850, 851 (Nev. Sup. Ct. 2013), noted that a final judgment entitled to appellate review must dispose of all issues in the case. It is the substance and effect of a district court’s order that accords it the status of a final judgment, not its label. *Id.* In issuing its Order to Show Cause this Court observed that an order enforcing a settlement agreement is not independently appealable, citing *Valley Bank of Nevada v. Ginsburg*, 874 P.2d 729, 733-34 (Nev. Sup. Ct. 1994), and that the district court’s order did “not expressly dispose of the claims in the original complaint.”

B. The district court’s order did not merely enforce or approve a settlement agreement; it was a final, and contested, adjudication of all claims and liabilities at issue between all parties constituting a final appealable judgment.

1. The Final Approval Order, by its terms and incorporation of the named plaintiffs and defendant’s settlement agreement, resolved all claims of all parties in a final judgment that overruled class member parties’ objections.

The district court’s order entered on November 24, 2021, making “Findings of Fact and Conclusions Denying and Overruling Objections and Granting Final Approval of Class Action Settlement” (the “Final Approval Order,” Ex. “1”) disposed of all claims of all parties in this case. It did so in a contested fashion, by overruling the objections of certain class member parties (the appellants) to that proposed class action settlement, and was a final judgment. As discussed therein:

- At paragraph 60 (p. 19, l. 8-17) it defines and finalizes the NRCF Rule 23 class and class members subject to that order “as provided for by the Settlement Agreement” and in accordance with the district court’s prior preliminary approval order. Ex. “2” is the district court’s prior preliminary approval order with (at Ex. “A” thereto) that settlement agreement.

- It found that “by operation of the entry of this Final Approval Order” the plaintiffs and class members are “permanently barred from prosecuting against Russell Road and the Released Parties any of the released claims as specified in the Settlement Agreement” except for a list of persons who excluded themselves from the class action, and are thus not parties to this case, as provided for at paragraph 60. Ex. “1” p. 23, l. 4-8.
- The Settlement Agreement’s release of claims incorporated into the Final Approval Order include all “claims, rights demands, liabilities and causes of action including, but not limited to those in the Third Amended Complaint¹....” Ex. “A” to Ex. “2” at p. 11, ¶ E(2).

The Final Approval Order, by terminating all claims of all parties through its incorporation of the Settlement Agreement, and prohibiting any further prosecution of those claims and the Third Amended Complaint as specified by the

¹ The Third Amended Complaint is the operative complaint in the district court as indicated by that court’s docket, having been filed on October 2, 2015.

Settlement Agreement, constituted a final judgment. It was, unfortunately, not artfully drafted as it did not, as would have been better, use the exact words “final judgment.” This was a draftsman’s oversight as the Settlement Agreement’s proposed draft form of final approval order (Ex “4” to Ex. “A” to Ex. “2.”) used those exact words, which are not present in the Final Approval Order as signed. That oversight appears to have been caused by additional proceedings (objections to the class settlement) not contemplated when that initial draft was created, resulting in that order becoming 22 pages, and not the initially expected 4 pages, in length.

2. The Final Approval Order, by modifying a prior final judgment remanded by this Court, and extending that judgment to additional parties, the class members, was a final appealable judgment as to those added parties.

As discussed in the Final Approval Order, the plaintiffs’ case was initially concluded by summary judgment on October 12, 2017, after the district court also denied class action certification under NRCP Rule 23, resulting in a final judgment appeal to this Court. Ex. “1” p. 2, l. 16 - p. 3., l. 1. *See*, Supreme Court Case No. 74332. The named plaintiffs and defendant subsequently agreed to withdraw that appeal and present an agreed upon proposed class action settlement to the district court, with permission from this Court. Ex. “3” joint motion to this

Court. This Court granted that permission in its Order of February 28, 2020, providing: “This matter is remanded to the district court to conduct appropriate proceedings, if any, to alter, amend or vacate its order or judgment as necessary for the parties to fulfill the terms of their settlement agreement.” Ex. “4.” The named plaintiffs and the defendant, and the district court, further stipulated and ordered that unless the proposed class action settlement was approved and became final the remanded appeal would be reinstated. Ex. “5.”

The Final Approval Order was intended to alter or amend the district court’s prior final judgment by (1) Certifying a class of plaintiffs under NRCP Rule 23 who would be subject to that altered final judgment; and (2) Setting forth the substantive obligations of the parties under that altered final judgment, as contained in the Settlement Agreement and as approved by the district court. It did so as authorized by this Court’s Order (Ex. “4.”).

The situation presented is not, in respect to the appellants, and as hypothesized by this Court’s Order to Show Cause, one where the district court issued a non-appealable order approving of, or enforcing, a settlement agreement. The appellants were, until the Final Approval Order was entered, non-parties to this dispute with no interest in its outcome or in the October 12, 2017, final judgment. But the Final Approval Order not only settled the claims of the named

plaintiffs, it extended the reach of this case, and its resolution of claims, to an NRCP Rule 23 class of hundreds or thousands of class members. The appellants are class member objectors who, while unaffected by the original October 12, 2017, final judgment, are aggrieved of the amendment of that final judgment that makes them parties to this case and now resolves their claims as well.

The original named plaintiffs, who are *not* among the appellants, may lack standing to appeal the Final Approval Order. In respect to them, this Court's Order to Show Cause may well have correctly hypothesized the status of the Final Approval Order as a non-appealable order enforcing a settlement. The named plaintiffs were always free to settle their claims and pursue, or not, an appeal of the original October 12, 2017, final judgment.

While the Final Approval Order may lack status as a final judgment in respect to the named plaintiffs (because they were subject to the earlier October 12, 2017, final judgment) it must have final judgment status in respect to the appellants. They are class members and objectors to the class action settlement. They were only brought into this case by the Final Approval Order and through its amendment of the original October 12, 2017, final judgment are having their claims against the defendant subject to a final adjudication. The Final Approval Order forbids prosecution of those claims of the appellants and leaves no claims

remaining in this case for adjudication against, or by, any of the parties.

Accordingly, for purposes of this appeal, and for these appellants, the Final Approval Order is a final judgment and this Court must exercise jurisdiction over the appellants' appeal of the same.

Dated: March 14, 2022

Submitted by

Leon Greenberg Professional Corporation

/s/ Leon Greenberg

Leon Greenberg, Esq.
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PROOF OF SERVICE

The undersigned certifies that on March 14, 2022, he served the within:

APPELLANTS' RESPONSE TO ORDER TO SHOW CAUSE

by court electronic service to:

TO:

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BIGHORN LAW

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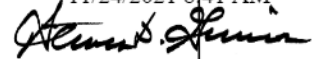
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Attorneys for Defendant/Counterclaimant

/s/ Leon Greenberg

Leon Greenberg

EXHIBIT "1"



CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,
vs.

RUSSELL ROAD FOOD AND
BEVERAGE, LLC, a Nevada limited
Liability company (d/b/a CRAZY
HORSE III GENTLEMEN'S CLUB, I-
X, ROE EMPLOYER, I-X)

Defendants.

Case No.: A-14-709372-C
Dept. No.: 31

**[PROPOSED] FINDINGS OF
FACT AND CONCLUSIONS
DENYING AND
OVERRULING OBJECTIONS**

AND

**GRANTING FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT**

**AND RELATED
COUNTERCLAIMS**

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1 Joint Motion for Final Approval of Class Action Settlement, with KIMBALL
2 JONES, ESQ. of MORRIS//ANDERSON, and MICHAEL J. RUSING, ESQ. of
3 RUSING LOPEZ & LIZARDI appearing on behalf of Plaintiffs, and the class, and
4 JEFFERY A. BENDAVID, ESQ. and STEPHANIE J. SMITH, ESQ. of BENDAVID
5 LAW appearing for Defendant, RUSSELL ROAD FOOD AND BEVERAGE LLC
6 d/b/a CRAZY HORSE GENTLEMEN'S CLUB ("Defendant" and/or "Crazy Horse
7 III") and Objections or Notice of Objections filed by various pseudonymously
8 identified objectors, with LEON GREENBERG, ESQ. of LEON GREENBERG
9 PROFESSIONAL CORPORATION, appearing on behalf of Objectors proceeding
10 pseudonymously having come on for hearing September 30, 2021 at 9:30 a.m. in
11 Department 31 of the above-titled Court, with the Honorable Judge Joanna Kishner
12 presiding.

13 PROCEDURAL HISTORY

14
15 The underlying Complaint in the above-captioned matter was filed on
16 November 4, 2014, after multiple years of litigation, on or about July 11, 2017,
17 Defendant prevailed in striking the Plaintiffs' renewed motion for class action
18 certification, the Court having previously denied without prejudice Plaintiffs' motion
19 for class action certification and the Court granted a Motion to Dismiss on Plaintiffs'
20 operative complaint pursuant to NRCP 12(b)(1) and NRCP 12(h)(3). Subsequent
21 thereto, Defendant also prevailed in obtaining summary judgment against the
22 remaining named Plaintiff. The findings of fact and conclusions of law were entered
23 on October 12, 2017. On October 17, 2017, Plaintiffs filed a notice of appeal. The
24 appeal was subsequently fully briefed on December 21, 2018, with the Plaintiffs
25 seeking to reverse the district court's orders granting summary judgment, dismissing
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1 the complaint, and denying class action certification. The appeal was thereafter
2 scheduled for oral argument by the Nevada Supreme Court, during the pendency of
3 that scheduling, Plaintiffs and Defendant reached an agreement for a proposed class
4 action settlement after significant negotiations, on or about October 16, 2019.
5 Plaintiffs and Defendant filed a Joint Motion to Dismiss the Appeal on February 27,
6 2020. On February 28, 2020, the Nevada Supreme Court filed an Order Dismissing
7 the Appeal and Remanding to the District Court to conduct appropriate proceedings to
8 alter, amend or vacate its order or judgment for the parties to fulfill the terms of their
9 settlement agreement. Such Order further provided that in the event the district court
10 declined to grant the relief sought by the parties, Plaintiffs could seek to reinstate the
11 appeal by motion, in the event that the district court denied relief. On June 25, 2020,
12 Plaintiffs and Defendant submitted a Joint Motion to Conditionally Certify Class,
13 Preliminarily Approve Class Settlement and Directing Notice to Class Members. The
14 Court granted the Motion to Preliminarily Approve Class Settlement on August 6,
15 2020, as well as a motion to conditionally set aside rulings on dispositive motions and
16 the denial of class certification in order for the District Court to have full jurisdiction
17 over administration of the settlement.
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21 Plaintiffs and Defendant engaged in the process of notifying the conditionally
22 certified class, and the first notice mailing occurred on November 6, 2020, with a
23 deadline to object of January 5, 2021 (60 days after notice mailing). The notice process
24 extended through into 2021. In order to effectuate the notice mailing to additional class
25 members who did not have any address on record with Defendant, the Parties,
26 subsequently agreed for the settlement administrator to perform a “skip trace” of
27 individuals who were not sent notice in the November 6, 2020 notice mailing, and to
28

1 remove the previously agreed upon term that reversion would occur of the settlement
2 proceeds, with the net settlement funds to be distributed pro rata amongst valid
3 claimants. Plaintiffs and Defendant submitted this stipulation and order for the court's
4 approval on April 29, 2021, which the Court granted. The Court continued the hearing
5 regarding Final Approval of the Class Settlement to September 30, 2021. Due to the
6 Court's grant of the settlement modification, a continued notice mailing occurred on
7 June 23, 2021, to 2,573 conditional class members who were not sent the initial notice
8 mailing. The deadline by which to object to the proposed class action settlement was
9 identified in the continued notice mailing as 60 days after its mailing, or August 23,
10 2021.
11

12
13 On August 31, 2021, objectors who used pseudonymous names in their public
14 filings through their counsel filed a Notice of Filing of Written Objections to Proposed
15 Class Action Settlement and Intent to Appear at Hearing. Such counsel also presented
16 to the Court on August 31, 2021, with a copy served on counsel for all of the parties
17 on that date, a Motion to Intervene on Order Shortening Time that also incorporated
18 those Objections. On September 2, 2021, counsel for Objectors and Proposed
19 Intervenor filed a Motion for Protective Order regarding the use of pseudonymous
20 names by the Objectors. The Court signed an Order Shortening Time on such Motion
21 to Intervene on September 3, 2021. Those objectors were identified by their true names
22 to the counsel for the parties on September 13, 2021, upon their agreement to keep that
23 information confidential pursuant to a proposed stipulation and order submitted to the
24 Court on that date. The Court, for reasons stated in the record of a status conference
25 it held to address that proposed stipulation and order on September 17, 2021, declined
26 to "so order" that stipulation, such reasoning is adopted herein by reference.
27
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1 Subsequent documents, titled joinders to objections were filed on, September 2nd,
2 September 9th, September 14th, September 22nd, September 23rd and September 27th
3 2021, all under pseudonyms with their names being subsequently provided to counsel
4 for Plaintiffs and Defendant upon their request thereafter, the final objecting individual
5 was not identified to counsel until September 30, 2021.
6

7 On September 23, 2021, the Court heard Proposed Intervenors/Objectors'
8 Motion to Intervene on shortened time, and denied the Motion to Intervene. The
9 Motion for Final Approval of Class Action Settlement, purported "Objections" to the
10 class action settlement, and Plaintiffs' Motion for Attorneys' Fees and Costs all came
11 before the Court on September 30, 2021.
12

13 **FINDINGS OF FACT REGARDING OBJECTIONS**

14 1. Objectors filed their notices of objection or joinders to such notices after the
15 deadline for filing objections, and none of the Objectors appeared in person at the
16 hearing for final settlement approval.
17

18 2. The notices of objection¹ suffered from numerous procedural defects.

19 3. The objections were not filed by the January 5, 2021 deadline specified in the
20 first notice mailing or the August 23, 2021 deadline specified in the second notice
21 mailing, with the first "notice of objection" being filed on August 31, 2021, and the
22 last joinder thereto being filed on or about September 27, 2021, and are untimely. The
23 Court was advised that four Objectors allege they never received either mailed notice
24 and does not find such circumstances sufficient to modify its finding that all of the
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¹ For sake of clarity the various "notice of objections" and joinders thereto may also be referred to as "objections" within these findings.

1 objections were untimely. Two of the Objectors also admitted that they received
2 notice, and mailed opt-in forms.

3 4. Objectors' purported objections filed on August 31, 2021, were 301 pages
4 long and included exhibits that did not comply with EDCR 2.27 as they did not have
5 consecutively numbered pages and were not submitted in a separate appendix with a
6 table of contents.

7
8 5. Objectors' purported objections contain declarations that have an assigned
9 name, which was blacked out, and redacted without the Court's permission.

10 6. The Court previously notified the parties and after the filing of Objectors'
11 motion on September 2, 2021 for a protective order, that there were issues with respect
12 to the redacted/pseudonyms on declarations submitted to the Court, and no correction
13 or other filing apart from the submissions made to the Court in connection with that
14 motion for a protective order was made to address or respond to the Court's concerns
15 regarding the redacted/pseudonyms.

16
17 7. Further, the declarations submitted to the Court which purportedly constituted
18 part of or the entirety of the objections or contained the objections did not have
19 personal facts and information contained within, and do not state that they are made
20 upon personal knowledge.

21
22 8. The declarations submitted by the Objectors contain boilerplate language,
23 were prepared by counsel, contain no statement that they are made on personal
24 knowledge, contain no statement authorizing counsel for Objectors to present
25 objections for such persons, and the Court finds they do not comply with the Court's
26 Order respecting the presentation of objections to the settlement which provides an
27 objector can appear "with or without counsel".
28

1 9. The declarations submitted by Objectors make legal conclusions for which
2 there is no basis in fact within the actual record of the case and are speculative. The
3 Court finds the objections to be deficient procedurally but to the extent they purport
4 to raise issues regarding the fairness of the proposed settlement, and the appropriate
5 legal analysis, the Court will properly examine the fairness of the settlement and
6 conduct the proper legal analysis of the same regardless. The Court will not consider
7 speculation of counsel as presented within the objections regarding what would occur
8 if the Supreme Court were to consider a reinstated appeal in this case or if further
9 proceedings were taken in this case.
10

11 10. Several of the purported “Joinders” to the August 31st filing of Notice of
12 Objection were filed after seven (7) days from the original filing, or were otherwise
13 filed after the “Motion to Intervene” which also contained the same objections that
14 were filed on August 31st.
15

16 11. The Court found that both the declarations and the pleadings submitted by the
17 Objectors contain portions that are speculation, and assumptions that are not supported
18 by the facts or the record of this matter, and accordingly lack foundation and the Court
19 would not consider those portions of such declarations.
20

21 12. The Objectors did not present any evidence to the Court that indicates any
22 previous ruling would be overturned, since the summary judgment decision that was
23 appealed applied to only a single individual, and class action certification was denied
24 and sought a second time and denied again with such second motion stricken, the
25 Court finding there would be no basis for the denial of class action certification to be
26 modified.
27
28

1 13. The Court finds that the procedural positions of the parties, and the facts
2 presented in *Jane Doe Dancer I et al. v. La Fuente*, 137 Nev. Adv. Op. 3, filed
3 February 25, 2021, were significantly different from the facts and appealed decisions
4 rendered in the above-captioned matter and that the Court's rulings on class action
5 certification in this case would not be altered by the *La Fuente* decision.
6

7 14. The Court finds that the overall gross settlement amount of \$675,000.00 was
8 fair and reasonable at the time that it granted preliminary approval and also presently,
9 that its fairness and reasonableness is supported by the factual record, and the positions
10 of the Parties, and none of the information presented to the Court would create any
11 reasonable basis for the Court to reach a contrary conclusion
12

13 15. The Court approved the initial notice and the mailing notice, both in the form
14 and timing to notify potential class members.

15 16. At least two of the purported Objectors admitted to having actually received
16 notice with those two individuals having opted-in as claimants.
17

18 17. The Court did not receive any admissible evidence illustrating that the
19 preliminary approval, or the notice process was unfair or unreasonable.

20 18. The Court had already granted preliminary approval, and the Plaintiffs and
21 Defendants has already agreed to a modification that would result in more funds being
22 available to claimants which the Court also already approved.
23

24 **CONCLUSIONS OF LAW**

25 19. Based on the foregoing findings of fact, the Court concludes that each and
26 every purported objection was untimely as it was submitted after the August 23, 2021
27 date to file any objections, and counsel further admits that none of the purported
28

1 objections were filed by the date, and therefore the Court will overrule or deny those
2 objections based on the fact that they were untimely.

3 20. The initial document filed by Objectors on August 31, 2021 and on September
4 2, 2021, did not comply with the Court's orders regarding objections, and the Court
5 could did not find substantial compliance from the face of the document.
6

7 21. The initial document filed by Objectors was improperly titled as a Notice and
8 not a motion or otherwise indicating it was an actual objection, however, to the extent
9 that the Court construes it as such it is otherwise not compliant with EDCR 2.27, since
10 based on the findings of fact, it failed to properly provide an appendix or table of
11 contents or number those exhibits consecutively in the lower right hand corner.
12 Therefore, the Court finds that this document is procedurally improper.
13

14 22. The declarations filed by Objectors in conjunction with or in support of the
15 purported objections did not comply with Supreme Court Rule 3, as they contained
16 improper redactions, or pseudonyms which were not approved by Court. The
17 Objectors failed to try to rectify this violation after it was pointed out by the Court and
18 the Court finds the filing of a Motion for a Protective Order on September 2, 2021, did
19 not appropriately attempt to address this issue and therefore the Court finds an
20 additional basis as to why it cannot consider these purported declarations in support
21 of objections or asserting objections.
22

23 23. The Court also found that, the declarations submitted by the Objectors made
24 assertions that were not based on personal knowledge, and were essentially boilerplate
25 copies contained unsupported speculation and made unsubstantiated legal conclusions
26 prepared by counsel so the Court cannot properly afford these any evidentiary basis.
27
28

1 24. Further the Court finds that the declarations submitted by Objectors do not
2 authorize counsel to appear on their behalf to assert their objections, and Objectors'
3 respective failure to appear with counsel or on their own is against the Court's previous
4 orders that objectors should appear with counsel or on their own at the time for hearing
5 to assert objections, and accordingly this provides another basis to deny the objections
6

7 25. The Court further finds that pursuant to EDCR 2.20, which provides that any
8 nonmoving party may file a written joinder within 7 days after service of a motion,
9 any such joinders (aside from the other impropriety of their filing) filed more than 7
10 days after the August 31, 2021, document by Objectors, must not be considered as
11 they are also untimely as well as procedurally improper.
12

13 26. The Court concludes that it has sufficient information and argument before it
14 to perform an appropriate analysis as to whether the settlement merits final approval,
15 pursuant to *United States v. Oregon*, 913 F.2d 576, 582 (9th Cir. 1990), citing and
16 quoting *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977).
17

18 27. The Court concludes also that its evaluation although necessary, 'must stop
19 short of the detailed and thorough' investigation of a trial." *Id.*, quoting and citing
20 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 462 (2^d Cir. 1974). "The reviewing
21 court should not determine contested issues of fact that underlie the dispute." *Id.*,
22 citing *Officers for Justice v. Civil Service Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982).
23 Accordingly, the Court will not do a full analysis of each contested issue as it is not
24 appropriate to do so in analyzing the final fairness and reasonableness of the class
25 action settlement.
26

27 28. The Court finds that despite the procedural and substantive defects in the
28 objections, it is appropriate for the Court to consider certain due process issues raised

1 by the Objectors regarding the procedure of the class action administration, and
2 fairness, which the Court would have already considered in performing its analysis of
3 whether to grant final approval of the class action settlement.

4 29. Courts in the Ninth Circuit consider the following eight factors to assess
5 whether final approval of a class settlement is warranted: (1) the strength of plaintiffs'
6 case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) risk
7 of maintaining class action status through trial; (4) amount offered in settlement; (5)
8 extent of discovery completed and state of the proceedings; (6) experience and views
9 of counsel; (7) whether there is a governmental participant; and (8) reaction of class
10 members to the proposed settlement. *Churchill Village v. Gen. Elec.*, 361 F.3d 566,
11 575 (9th Cir. 2004).

14 30. A court should approve a class settlement under Rule 23(e) if it "is
15 fundamentally fair, adequate and reasonable." *Torrise v. Tucson Elec. Power Co.*, 8
16 F.3d 1370, 1375 (9th Cir. 1993) (internal quotation marks omitted); accord *In re Mego*
17 *Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000) (citation omitted). Although
18 this is a citation that references the Federal Rules, NRCP 23 is analogous for the
19 purposes of analyzing whether the settlement is fair, adequate, and reasonable and
20 appropriate for final approval.

22 31. The Nevada Supreme Court specifically remanded the above-captioned case
23 to the "district court to conduct appropriate proceedings, if any, to alter, amend or
24 vacate its order or judgment as necessary for the parties to fulfill the terms of their
25 settlement agreement". *Supreme Court order of dismissal of appeal and remand, dated*
26 *February 28, 2020*. Accordingly, the Court finds that based on this order, it is
27 appropriate to incorporate all of the Court's prior orders with regards to notice, the
28

1 motion(s) to certify class, the vacating of various orders, and the extension of various
2 times.

3 32. Although class settlement requires the Court to exercise independent scrutiny
4 of the settlement in connection with granting settlement approval, the Court, must also
5 give “proper deference to the private consensual decision of the parties.” *Hanlon v.*
6 *Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998). Under that “proper deference
7 standard” the Court’s examination of the terms of a class settlement “...must be limited
8 to the extent necessary to reach a reasoned judgment that the agreement is not the
9 product of fraud or overreaching by, or collusion between, the negotiating parties, and
10 that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”
11 *Id.*, citing *Officers for Justice*, 688 F.2d at 625.), which will also be considered by the
12 Court herein.

15 33. The Court in analyzing the fairness, reasonableness, and adequacy of the
16 settlement, reviews the procedural posture of the case at the time of resolution was that
17 class certification had been denied, and the fact that the Court had previously found
18 that the potential class members were not necessarily similarly situated to the named
19 plaintiffs based on the facts and evidence presented to it. Further, the Court finds that
20 the second motion for class certification was denied due to how it was presented to the
21 Court, and the failure to address its previous deficiencies or present additional
22 evidence, and neither of these denials were on the basis of NRS 608.

25 34. Accordingly, the Court does not find that any subsequent rulings would be
26 likely to have a material effect on the Court's prior decisions with respect to class
27 certification.

1 35. Further, the Court finds that holdings within *Jane Doe Dancer I et al. v. La*
2 *Fuente*, directs district courts to conduct an appropriate analysis on the individualized
3 facts of matters before them involving wage and hour allegations and dancers,
4 accordingly, the Court finds that it already performed such an analysis of the
5 individualized facts in this matter, as they related to the only remaining individual
6 plaintiff at the time of summary judgment, Jacqueline Franklin insofar as this Court
7 must consider the relative positions of the Parties as well as the likelihood of sustaining
8 a future class certification. Otherwise the Court cannot speculate as to any other
9 possible outcome that may be reached by the Supreme Court.
10

11 36. The Court also concludes that the Supreme Court's order dismissing the
12 appeal and remanding it back to the District Court, did not include any findings or
13 instruction which would permit either party to introduce new arguments, only that it
14 "could reinstate the appeal" via a motion, pursuant to the order's plain language.
15

16 37. Based on the individual remaining plaintiff, the lack of class certification, and
17 the different factual aspects underlying the *La Fuente* decision, the Court views that
18 the positions of the Plaintiffs and Defendant when engaging in settlement negotiations,
19 obtaining preliminary approval, and now seeking final approval have not been altered
20 by any subsequent rulings, including *La Fuente*, based on the Court's analysis of the
21 parties' positions, and the facts and record of this matter.
22

23 38. The Court concludes that sending out the two mailings, and performing skip
24 traces and the processes done by Simpluris as presented within the declaration from
25 Simpluris representative, Cassandra Polites, evidences that class members had fair and
26 adequate notice.
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1 39. The Court finds, based on the representations made orally on the record to the
2 Court by Plaintiffs' counsel at the September 30, 2021 hearing, that there is no
3 discrepancy in respect to the number of class members and the number of class
4 members to whom notice was mailed by Simpluris. Accordingly, based on the
5 elimination of this claimed discrepancy by objectors involving 262 class members, the
6 Court finds that approximately 89.1 percent of the proposed class, and not 86.1% of
7 the proposed class as indicated by Objectors, received or at least presumptively
8 received (if a packet was not returned) notice further indicating that the process was
9 fair and appropriate, including some of the purported Objectors.
10

11 40. The Court also reviews the gross settlement amount of \$675,000.00, which it
12 already preliminarily approved, is also fair and adequate given the positions of the
13 parties, and also due to the fact that unlike in the preliminary approval, the full amount,
14 minus fees and costs as delineated within the settlement agreement and pursuant to
15 this Court's orders, will be available to pay claimants, with any amounts being
16 returned to Defendant only after a claimant has been sent a check and had the
17 opportunity to cash it.
18

19 41. There was no legal authority before the Court to suggest that the possibility
20 of a higher settlement or recovery, must be a relevant factor in determining whether to
21 grant final approval. The Court concludes that Objectors' counsel assertions that such
22 a larger recovery was probable or should be considered under the relevant
23 circumstances is speculation and is not persuasive authority weighing against final
24 approval of the settlement.
25

26 42. Further, when determining whether to grant final approval to a class action
27 settlement, courts review such settlements in light of strong judicial and public policies
28

1 favoring compromise. *In re Sumitomo Copper Litig.*, 189 F.R.D. 274, 280 (S.D.N.Y.
2 1999). A class action suit, with the accompanying litigation time, cost, and
3 uncertainty, particularly lends itself to settlement. *See Air Line Stewards &*
4 *Stewardesses Ass'n v. Trans World Airlines, Inc.*, 630 F.2d 1164, 1166-67 (7th Cir.
5 1980) ("Federal courts look with great favor upon the voluntary resolution of litigation
6 through settlement. . .this rule has particular force regarding class action lawsuits.")

7
8 43. The Court also concludes that weighing all factors such as judicial and public
9 policies and the accompanying time, cost and uncertainty of this matter, the positions
10 of the Parties, and the possibility that a class action may not be obtained, that this
11 settlement amount is fair and reasonable, when it looks to the totality of all of the
12 circumstances, positions of the parties, and history of the case leading up to the
13 settlement, as well as the uncertainty of the Plaintiffs prevailing in the future should
14 the appeal be reinstated. Indeed, the Court recognizes that there is the possibility of no
15 recovery by individual plaintiffs and additional attorneys' fees and costs.
16

17
18 44. The Court concludes even after considering the court approved settlement of
19 federal minimum wage claims by certain dancers in a collective action against
20 defendant in *Desio v. Russell Road Food and Beverage LLC*, United States District
21 Court of Nevada, 15-CV-1440, discussed in Objectors' reply filing with a later errata
22 filed containing such order, that such Court approved settlement cannot properly be
23 weighed as evidence as to the fairness of this settlement, because it fails to address any
24 factors or the underlying facts of that case and positions of the parties therein in any
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1 fashion that should or does meaningfully impact the Court's analysis of the proposed
2 settlement in this case.².

3 45. Further, the Court here looks to the Supreme Court which chose to forego oral
4 argument and remands the matter back even on the eve of such oral argument
5 occurring, and with specific instructions to the Court regarding the effectuation of
6 settlement, and in accordance with relevant case law also looks at such an agreement
7 with deference to the parties' agreement.
8

9 46. The Court also concludes that there were no timely objections filed by any
10 individuals, and at least some individuals did effectively opt-out of being included in
11 the settlement.
12

13 47. Even with the extended notice period permitted by the Court there were no
14 timely objections until there was some publicity by current Objectors' counsel and
15 even those were filed untimely.
16

17 48. The Court has revied the fact that there is a bona fide dispute between the
18 parties regarding minimum wage, and the Court specifically concludes that because
19 prior to settlement there was no class certified, the individuals here, are getting benefits
20 out of the settlement of a class which they did not have previously and which they may
21 not achieve in the future. The Court concludes therefore this is an additional benefit to
22 those individuals who decided to file a claim. Indeed, the Court concludes that this
23 settlement "provides for relief now, not some wholly speculative payment of a
24 hypothetically larger amount years down the road." *Strougo v. Bassini*, 258 F. Supp.
25 2d 254, 260 (S.D.N.Y. 2003). Under these circumstances, it is proper for the Parties
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² Such case was also filed as a collective action which differs from a class action, pursuant to the Federal Rules of Civil Procedure.

1 “to take the bird in the hand instead of the prospective flock in the bush.” *Oppenlander*
2 *v. Standard Oil Co.*, 64 F.R.D. 597, 624 (D. Colo. 1974) (citation omitted).

3 49. The Court also concludes that because of the adequate notice, and the fact that
4 there was sufficient notice of sums that could be given, and the fact that individuals
5 had a clear claims procedure which people were able to follow, there is further
6 evidence of the fairness and adequacy of the procedure and amount.

7 50. The Court also concludes in analyzing the relevant factors in final approval,
8 there was no global determinations in this case as to anyone else, and even a “reversal”
9 with regards to the individual plaintiff on whom summary judgment was granted
10 against, such a reversal would not inure to anyone else.

11 51. The Court recognizes that also at the time of the Court’s previous rulings there
12 were also subject matter jurisdiction issues with certain individuals, which the Court
13 must also consider based on the law at the time of the decisions, which also weighs in
14 favor of final approval of the settlement.

15 52. In accordance with the relevant factors identified by the Ninth Circuit, the
16 Court also concludes based on the case history and docket, that there was significant
17 investigation, formal and informal discovery, and significant research conducted so that
18 the parties were able to reasonably evaluate the settlement.

19 53. Further, the Court concludes that the fact this case was heavily litigated,
20 commencing in 2014, and in active litigation throughout 2017 and 2018 until the
21 Court’s decisions were appealed also weighs heavily in favor of final approval, and the
22 fairness and reasonableness of the final settlement amount.

23 54. The Court concludes that the final approval will prevent individuals from the
24 process of having to go back and see if their individual claims could potentially even
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1 go to class certification, and such final approval will avoid substantial costs, delay and
2 risk that would be presented for further pursuit of litigation. This also weighs in favor
3 of the final approval of the class settlement.

4 55. Based on the information presented to the Court and arguments of counsel, the
5 proposed settlement has been reached as the result of intensive, serious and non-
6 collusive negotiations. There has been no evidence that there was any collusion in
7 negotiating this settlement, and in fact the opposite was presented to the Court in both
8 filings and argument of counsel for the Plaintiffs and Defendant.

9 56. The Court concludes that both Plaintiffs and Defendant were represented by
10 experienced counsel, and the respective counsel for the parties demonstrated that they
11 have the requisite background and experience in litigating and negotiating these types
12 of issues, including Rule 23, and employment related matters. The Court has analyzed
13 this factor throughout the proceedings, and in particular when it permitted class counsel
14 to proceed as such.

15 57. The Court also concludes that the scope of the release is appropriate and
16 afforded individuals the requisite opportunity to be excluded from the settlement, as
17 some individuals chose to do. The overwhelming majority of the class willingly
18 approved the offer and stayed in the class, and presented no timely objections evidences
19 objective positive commentary as to its fairness. *Hanlon*, 150 F.3d at 2017. Indeed, any
20 additional or other potential recovery would be years later for any individuals at great
21 risk.

22 58. The Court further concludes that there is no governmental participant which
23 also weights in favor of the settlement. *See Churchill Village v. General Electric*, 361
24 F.3d 566.

1 59. Further, to the extent that the Court was legally permitted to look at the
2 purported objections submitted to the Court, the Court concludes that upon its analysis
3 the objections are not individualized and ultimately are based on the individuals being
4 told that they could get more money. The potential that the Supreme Court may render
5 a ruling that impacts this specific case in their favor does not vitiate the fact that this
6 settlement as negotiated and reviewed by the Court is fair, reasonable and adequate.

7
8 60. In accordance with the Preliminary Approval Order, and the stipulation and
9 order which modified the settlement signed and entered by the Court on April 29, 2021,
10 the class members which are defined as being individuals who performed at Crazy
11 Horse III Gentlemen's Club between November 4, 2012 to October 16, 2019, and who
12 had at least one log-in for a minimum of at least two hours, as provided for by the
13 Settlement Agreement constitute a certified class for purposes of this settlement
14 approval and pursuant to Rule 23, with the exception of those who specifically and
15 timely requested to be excluded.
16

17
18 61. The Court concludes that none of its findings or conclusions modify or
19 otherwise overrule any of its previous orders in this matter, and to the extent that any
20 conclusions or findings which were made orally are not otherwise memorialized in
21 these conclusions they are incorporated herein.

22 **THE COURT FINDS** that payment from the Settlement of \$5,000.00 to
23 Jacqueline Franklin, as the representative plaintiff from the Settlement to compensate
24 her for her efforts on behalf of the Class, is fair and adequate and shall be made.

25
26 **THE COURT ALSO FINDS** that the administration costs of Simpluris, as
27 the settlement administrator, in the amount of \$30,000.00, are fair and reasonable and
28

shall be paid as provided for in the settlement agreement, with any additional fees to be paid by Defendant.

THE COURT FURTHER FINDS that by operation of the entry of this Final Approval Order, Plaintiffs and Class Members are permanently barred from prosecuting against Russell Road, and the Released Parties any of the released claims as specified in the Settlement Agreement, except for the following individuals who elected to, and did, file a timely request to be excluded from the Settlement:

First Name	Last Name
Chelsey	Mckenna
Anastasiya	Hancharyk
Brittney	Dudinski
Jenna E	Buckley
Samantha C	Spiridellis
Aisha	Arid
Amber	Shafer
Kelsy	Bingo
Erika	Donaldson
Stavroula	Papanikoj
Yaritza	Zalazar Silva
Natalie	Yang
Twana	Deshayes
Katelyn	Hebden
Samara	Brandon

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Elizabeth	Betancourt
Angela	Moore
Kyra	Gutierrez
Kameron	Ernestberg
Erica L	Chavez
Sherry	Smith

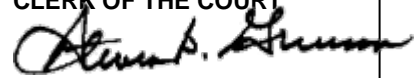
IT IS HEREBY ORDERED that the Objections or Notices of Objection to final approval of the class action settlement are DENIED and OVERRULED.

IT IS FURTHER ORDERED that the Court GRANTS the Motion for Final Approval of Class Action Settlement.

THE COURT ORDERS that upon completion of administration of the settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties.

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EXHIBIT "2"



**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

**Case No.: A-14-709372-C
Dept. No.: 31**

ORDER ON JOINT MOTION:

**(1) CONDITIONALLY
CERTIFYING SETTLEMENT
CLASS;**

**(2) PRELIMINARILY
APPROVING THE CLASS
SETTLEMENT;**

**(3) APPOINTING CLASS
REPRESENTATIVES AND
CLASS COUNSEL;**

**(4) APPROVING CLASS
NOTICES AND RELATED
MATERIALS;**

**(5) APPOINTING SETTLEMENT
ADMINISTRATOR; AND**

**(6) SCHEDULING FINAL
APPROVAL HEARING.**

On 6th of August, 2020, a hearing was held on the joint motion of Plaintiffs, Jacqueline Franklin, Ashleigh Park, Lily Shepard, Stacie Allen, Michaela Moore, Karina Strelkova, and Danielle Lamar ("Plaintiffs"), individually and on behalf of the proposed class, and Defendant, Russell Road Food and Beverage, LLC d/b/a Crazy Horse III Gentlemen's Club ("Russell Road") ("Plaintiffs" and "Russell Road" may be referred to individually as a "Party," or collectively, as the "Parties"), for preliminary approval of their class settlement (the, "Settlement"), and the certification of a settlement class for purposes of resolving this action, approval of the notice to be sent to the class about settlement and related forms, the appointment of a class representative, and class counsel, the appointment of a settlement administrator, and the scheduling of a hearing for final approval.

1 The Court having read and considered the papers on the motion, the arguments of
2 counsel, and the law, and good cause appearing therefore,

3 IT IS ORDERED:

4 1. The Court has jurisdiction over this action and the parties' proposed settlement under
5 Nev. Const. Art. 15, Sec. 16 as Plaintiffs' complaint was brought under Nevada wage-and-hour
6 law.

7 2. The proposed settlement class satisfies the requirements of a class action settlement
8 class under Rule 23 of the Nevada Rules of Civil Procedure because the class members meet
9 the numerosity, commonality, typicality, and adequacy requirements for class actions.

10 3. The following class of persons are certified in this action solely for the purposes of the
11 Settlement:

12 All persons who performed as dancers at the club Defendant's Crazy Horse
13 III Gentlemen's Club between November 4, 2012 and October 26, 2019 for
14 at least two hours, and who are identified in Ex. "2" of the Parties'
settlement agreement.

15 4. The parties' Settlement Agreement (the "Settlement"), (Exh. A) is granted preliminary
16 approval. The Settlement falls within the range of reasonableness and appears to be
17 presumptively valid, subject only to any objections that may be raised at the final fairness
18 hearing and final approval by this Court.

19 5. A final fairness hearing on the question of whether the proposed Settlement, attorney
20 fees to Class Counsel, and the Class Representative Payment should be finally approved as fair,
21 reasonable, and adequate will be scheduled in accordance with the Implementation Schedule set
22 forth below.

23 6. This Court approves, as to form and content, the Notice of Pendency of Class Action
24 and Proposed Settlement and Hearing Date for Final Approval of Settlement ("Notice") in
25 substantially the form attached to the Settlement as Exhibit 3, and the Claim Form in
26 substantially the form attached to the Settlement as Exhibit 1.

27 7. This Court approves the procedure for class members to participate in, to opt out of,
28 and to object to, the Settlement as set forth in the Settlement and in the Notice.

8. This Court directs the mailing of the Notice and the Claim Forms by first class mail to the class members in accordance with the Implementation Schedule set forth below. This Court finds the dates selected for the mailing and distribution of the Notice and Claim Form, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. Simipluris is appointed to act as the Settlement Administrator, pursuant to the terms set forth in the Settlement.

10. Plaintiff Jacqueline Franklin is appointed as the Class Representative.

11. Rusing Lopez & Lizardi, PLLC and Morris // Anderson are appointed as Class Counsel.

12. This Court orders the following Implementation Schedule for further proceedings:

A	Deadline for Defendant to submit class member information ("Class Data) to Claims Administrator	No later than 10 calendar days after entry of this Order
B	Deadline for Claims Administrator to mail the Notice and the Claim Form to Class Members	No later than 30 calendar days after receiving the Class Data
C	Deadline for Claims Administrator to re-mail any Notice and Claim Form returned because of incorrect address	No later than 10 calendar days from receipt of the returned Notice and Claim Form
D	Deadline for Class Members to postmark Claim Forms and Requests for Exclusion	No later than 60 calendar days after last mailing of Claim Form by Claims Administrator
E	Deadline for Class Members to file and serve any objection to (or comment on) the Settlement	No later than 60 calendar days after last mailing of Claim Form by Claims Administrator
F	Deadline for Class Counsel to file Motion for Attorney's Fees and Costs	No later than 15 calendar days before Final Fairness Hearing
G	Deadline to file Final Approval Motion	No later than 15 calendar days before Final Fairness Hearing
H	Deadline for Class Counsel to File Declaration from Claims Administrator of Due Diligence and Proof of Mailing	No later than 7 calendar days before Final Fairness Hearing
I	Final Fairness and Approval Hearing	DATE (>120 days after the date of this Order)

1 13. If no objections or comments are made to the Settlement, the parties may apply to the
2 Court to expedite the date of the final approval hearing and/or issue vacate the final approval
3 hearing and have the Court enter a final approval order without a hearing. The Court reserves
4 the right to continue the date of the final approval hearing without further notice to Class
5 Members.

6 14. The Court retains jurisdiction to consider all further applications arising out of or in
7 connection with the Settlement.

8 DATED this 12 day of August, 2020

9
10 
11 DISTRICT COURT JUDGE

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13
14 Respectfully Submitted by:

Approved as to form and content:

15 **RUSING LOPEZ & LIZARDI, PLLC**

BENDAVID LAW

16 /s/ Michael J. Rusing
17 **MICHAEL J. RUSING, ESQ.**
18 Arizona State Bar No. 6617
19 (Pro Hac Vice)
20 6363 N. Swan Rd., Ste. 151
Tucson, AZ 85718
Attorneys for Plaintiffs

/s/ Stephanie J. Smith
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Nevada State Bar No. 6220
STEPHANIE J. SMITH, ESQ.
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7301 Peak Dr., Ste. 150
Las Vegas, NV 89128
Attorneys for Defendant/Counterclaimant
Russell Road Food & Beverage, LLC

21 **BIGHORN LAW**
22 **RYAN ANDERSON, ESQ.**
Nevada State Bar No. 11040
23 **KIMBALL JONES, ESQ.**
Nevada State Bar No. 12982
24 2225 E. Flamingo Rd.
Building 2, Ste. 300
25 Las Vegas, NV 89119
26 Attorneys for Plaintiffs

EXHIBIT “A”

MUTUAL SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made by and between Plaintiffs, Jacqueline Franklin, Ashleigh Park, Lily Shepard, Stacie Allen, Michaela Moore, Karina Strelkova, and Danielle Lamar (“Plaintiffs”), individually and on behalf of the proposed class, and Defendant, Russell Road Food and Beverage, LLC d/b/a Crazy Horse III Gentlemen’s Club (“Russell Road”) (“Plaintiffs” and “Russell Road” may be referred to individually as a “Party,” or collectively, as the “Parties”).

I. DEFINITIONS.

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. “Action” means the civil action entitled Jacqueline Franklin, Ashleigh Park, Lily Shepard, Stacie Allen, Michaela Divine, Veronica Van Woodsen, Samantha Jones, Karina Strelkova, Lashonda Stewart, Danielle Lamar and Dirubin Tamayo, individually and on behalf of a class of similarly situated individuals v. Russell Road Food and Beverage, LLC d/b/a Crazy Horse III Gentlemen’s Club, Case No. A-14-709372-C, and filed in the Eighth Judicial District Court, Clark County, Nevada and the appellate action entitled Jacqueline Franklin, Ashleigh Park, Lily Shepard, Stacie Allen, Michaela Devine, Karina Strelkova and Danielle Lamar, individually and on behalf of a class of similarly situated individuals v Russell Road Food and Beverage, LLC, case No. 74332, and filed in the Supreme Court of the State of Nevada.

B. “Amended Complaint” means Plaintiffs’ operative Third Amended Complaint filed on October 10, 2015.

C. “Original Complaint” means Plaintiffs’ Complaint filed on November 4, 2014.

D. “Claimant” means any Class Member who timely submits a completed Claim Form (attached hereto and incorporated herein as Exhibit “1”) pursuant to this Agreement, and who does not opt-out of the Settlement.

E. “Claim Form” shall mean Exhibit “1,” the form approved by the Parties and, subject to the Court’s approval, which each Class Member must submit to recover a portion of the Settlement proceeds.

F. “Class” or “Class Members” shall mean the Plaintiffs, and other dancers who performed within the applicable time period from November 4, 2012 to October 16, 2019, who had at least one log-in for a minimum of at least two hours. The proposed Class Members are identified on Exhibit “2,” attached hereto and incorporated herein.

G. “Class Counsel” means Mick Rusing, of Rusing, Lopez, & Lizardi, and Ryan Anderson of Morris // Anderson.

H. “Class Counsel Fees and Costs Payment” means the amounts awarded to Class Counsel by the Court to compensate Class Counsel for the work already performed in this Action and all work remaining to be performed in documenting the Settlement, securing Court approval of the

Settlement, administering the Settlement, ensuring that the Settlement is fairly administered and implementing and obtaining dismissal of the Action, with prejudice, and to compensate Class Counsel for all litigation expenses incurred in connection with such activities.

I. “Class Data” means for each Class Member; her name and last-known mailing address.

J. “Class Notice” means the Notice of Proposed Settlement of Class Action, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final court Approval attached hereto and incorporated herein as Exhibit “3.”

K. “Class Notice Packet” means the Class Notice and Claim Form, as they appear as Exhibits “1” and “3” to this Settlement Agreement (other than formatting changes to facilitate printing by the Settlement Administrator) or as amended by the Court.

L. “Class Representative Payment” means the special payment made to Plaintiff Jacqueline Franklin in her capacity as a class representative to compensate her for initiating the Action, assisting Class Counsel in all aspects of the litigation, maintaining communications with class members, performing work in support of the Action, and undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Action.

M. “Covered Positions” refers to the following position: Dancer.

N. “Court” means the Eighth Judicial District, Clark County, Nevada and the Supreme Court of the State of Nevada.

O. “Russell Road’s Counsel” means Jeffery A. Bendavid, Esq., and Stephanie J. Smith, Esq. of Bendavid Law.

P. “Effective Date” means the date by which all of the following have occurred:

1. This Agreement is approved by the Judgment; and
2. The Judgment becomes Final.

Q. “Final” means the last of the following dates, as applicable:

1. The last date on which a notice of appeal from the Judgment may be filed, and none is filed.

2. If a timely appeal from the Judgment is filed, the last of the following dates:

a. the last date by which a petition for review by the Nevada Court of Appeals or the Nevada Supreme Court’s decision affirming the Judgment may be filed, and none is filed;

b. the last date by which a petition for a writ of certiorari to the United States Supreme Court of a decision by the Nevada Court of Appeals or the Nevada Supreme Court affirming the Judgment may be filed and none is filed;

c. if a petition for review, or a petition for writ of certiorari seeking review of the Judgment or of the Nevada Court of Appeals or the Nevada Supreme court’s decision on an appeal

from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.

R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to grant final approval to the terms of this Agreement.

S. “Gross Settlement Amount” or “Gross Settlement Fund” means the amount of \$675,000.00 to be paid by Russell Road as provided by this Agreement.

T. “Judgment” means the Order (1) confirming certification of class action; (2) granting final approval to class action settlement; and (3) entering Final Judgment rendered by the Court in the form evidenced by Exhibit “4” to this Agreement, attached hereto and incorporated herein, or as amended by the Court.

U. “Net Settlement Amount” or “Net Settlement Fund” means the Gross Settlement Amount less (i) the Class Representative Payment approved by the court; (ii) the Class Counsel Fees and Costs Payment approved by the Court; and (iii) the Settlement Administrator’s reasonable fees and expenses approved by the Court.

V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Opt-Out.

W. “Opt-Out” means a written request by which a Class Member who elects to exclude herself from the Settlement.

X. “Participating Class Member” means all Class Members who do not specifically submit a valid and timely Opt-Out.

Y. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change.

Z. “Settlement” means the disposition of the Action effectuated by this Settlement Agreement.

AA. “Settlement Administrator” means the firm Simpluris, subject to their appointment by the Court to administer the Settlement.

BB. “Settlement Share” means each Claimant’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS.

A. On November 4, 2014, Plaintiffs commenced a proposed class action against Russell Road in the Eighth Judicial District Court, Clark County, Nevada. In the original filed Action, Plaintiff(s) alleged that Russell Road violated NRS 608.250, 608.040, 608.050, and committed conversion by allegedly charging entrance fees and other fees, failing to pay Class Members minimum wages, and failing to pay wages due at termination of employment. Subsequently Plaintiffs amended the Original Complaint after extensive motion work, and filed the operative

Third Amended Complaint. The Third Amended Complaint was for alleged violations of Article 15, Section 16 of the Nevada Constitution (the “MWA”) and unjust enrichment.

Plaintiffs sought to certify a Rule 23 class composed of Plaintiffs and those individuals similarly situated in Nevada. The District Court, over two hearings denied the certification of the class, and then later denied Plaintiffs’ renewed motion for class certification.

Russell Road obtained dismissal of Plaintiffs’ Third Amended Complaint as to Ashleigh Park, Danielle Lamar, Lily Shepard, Karina Strelkova, Stacie Allen, and Michaela Moore. Plaintiffs’ appeal of that dismissal is pending at the time of this Settlement. Russell Road also obtained summary judgment against Plaintiff Jacqueline Franklin and Plaintiffs’ appeal of that summary judgment is also pending at the time of this Settlement.

B. In connection with this Action, the Parties engaged in extensive negotiations for settlement. In order to facilitate this settlement, Russell Road will produce class data files reflecting proposed class members names and last known addresses as provided to Russell Road. By signing this Agreement, Russell Road warrants that the information produced is accurate and free of any known or intentional errors or omissions of which it is aware.

C. During the Parties’ settlement negotiations, each side, vigorously represented by their respective counsel, recognized the substantial risk of a variety of potential adverse results in the Action and agreed to settle the Action and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces any other agreements, understandings, or representations between the Parties, and is fully admissible to prove the terms and conditions of the Settlement.

D. Class Counsel conducted a thorough investigation into the facts of the Action. Based on the foregoing discovery and their own independent investigation and evaluation, and after substantial consultation with Plaintiffs, Class Counsel is of the opinion that the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Russell Road, and potential appellate issues.

E. It is the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims raised in the Action. In order to achieve a full and complete release of the released persons and entities, this Settlement is intended to include and resolve all claims arising from or related to the Action as more fully set forth in Section III.E of this Agreement.

F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Russell Road that the claims in the Action of Plaintiffs or the Class Members have merit or that Russell Road bears any liability to Plaintiffs or the Class Members on those claims, or as an admission by Plaintiffs that Russell Road’s defenses and/or counterclaims in the Action have merit.

Based on these Recitals, the parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS.

A. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Russell Road will pay under this Settlement is Six Hundred Seventy-Five Thousand Dollars and 00/100 (\$675,000.00). The amount is all-inclusive of all payments contemplated in this resolution. The Settlement Amount, therefore, is inclusive of all settlement payments to Class Members eligible for settlement payments; all employee taxes applicable to the settlement payments, Plaintiff Jacqueline Franklin's Class Representative Payment; Class Counsel's Fees and Costs Payment; and the Settlement Administrator's fees and expenses. The Gross Settlement Amount is reversionary, meaning that any unclaimed portion of the Net Settlement Amount will be returned to Russell Road (the "Reversion").

B. Payments from the Settlement Fund. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount as follows:

1. **To Plaintiff Jacqueline Franklin:** Plaintiffs will apply to the Court for an award of \$5,000.00 to Jacqueline Franklin as the Class Representative Payment. Russell Road will not oppose a Class Representative Payment of \$5,000.00 to Jacqueline Franklin. The Settlement Administrator will pay the Class Representative Payment approved by the court out of the Gross Settlement Amount. If the Court approves a Class Representative Payment of less than \$5,000.00 to Jacqueline Franklin, the remainder will be retained in the Net Settlement Amount. A Form 1099 will be issued to Plaintiff with respect to this payment by the Settlement Administrator.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than 1/3rd of the maximum Gross Settlement Amount as the Class Counsel Fees and an award of actual costs up to \$40,000.00 with documentation, properly identifying all reasonable costs actually incurred by class counsel, from the maximum gross settlement amount, and Russell Road will not oppose their request. The Settlement Administrator will pay the amount approved by the Court out of the Gross Settlement Amount. If the Court approves Class Counsel Fees and Costs Payment of less than what is applied for by Class Counsel, then remainder will be retained in the Net Settlement Amount. A Form 1099 will be issued to Class Counsel with respect to those payments by the Settlement Administrator.

3. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses as approved by the Court in an amount not expected to exceed \$30,000.

4. **To Claimants.** The sum of the Net Settlement Amount, which is the remaining amount of the Gross Settlement Amount after the fixed costs referenced in III(B)(1)-(3), will be made available to pay claims made through the process and within the time period discussed herein. Each Claimant is entitled to receive a payment from the Net Settlement Amount, which will be calculated at Eight Dollars per recorded log-in, of at least two hours during the applicable class period. The Settlement Administrator shall take the following steps to calculate the amounts to be paid to the Claimants:

(i) First Step: It shall assign every Claimant an amount of the Net Settlement Fund related to their respective total number of recorded log-ins during the applicable Class Period from November 4, 2012 to October 16, 2019, and set forth in Exhibit “2.” The number of log-ins will be based on Russell Roads’ records, which will be presumed to be correct unless credible written evidence to the contrary is submitted to the settlement administrator. The amounts so assigned to each Claimant upon the completion of this First Step shall be paid from the Net Settlement Fund to each Claimant

(ii) In the event the total of all amounts assigned to each Claimant exceed the Net Settlement Amount, each individual payment shall be reduced on a pro-rata basis so that the settlement payments will not exceed the Net Settlement Amount.

(iii) Any and all unclaimed or unpaid amounts are subject to Reversion back to Russell Road as described herein. The payment to each Claimant is in settlement of claims for house or other fees paid by Claimants to Russell Road and will be treated as refunds of same and shall be reported on IRS Form 1099 provided by the Settlement Administrator.

5. Effect of Non-Participating Class Members. Non-Participating Class Members will receive no Settlement Share.

6. Effect of Participating Class Members Not Submitting Claim Forms. If a Participating Class Member does not submit both a timely and complete Claim Form she does not qualify as a Claimant.

7. Timing of Payments. Using best efforts, and in no event later than 30 days after the Settlement becomes Final, the Settlement Administrator will mail, via first-class regulation U.S. Mail, the Claimants’ payments, the Class Representative Payment, and the Class Counsel Fees and Costs Payment.

C. Appointment of Settlement Administrator. The Parties will ask the Court to appoint Simpluris, a qualified administrator to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; receiving and reviewing for validity completed Claim Forms and Opt-outs; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Claim Forms, and Opt-Outs; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Claimant’s Settlement Share, subject to the dollar limitations set forth in this Agreement.

D. Procedure for Approving Settlement.

1. Motion for Conditional Certification of Settlement Class and Preliminary Approval of Settlement by the Court.

a. The Parties jointly will move the Court for an order conditionally certifying the Class for settlement purposes giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Claim Form (the “Motion for Preliminary Approval”).

b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Conditionally Certifying the Class; Preliminarily Approving Class Settlement; Appointing Class Representative and Class Counsel; Approving Class Notices and Related Materials; Appointing the Settlement Administrator; and Scheduling Final Approval Hearing, in the form attached hereto and incorporated herein as Exhibit “5.”

c. Should the Court decline to conditionally certify the Class for settlement purposes or to preliminarily approve all material aspects of the Settlement (including but not limited to the scope of release to be granted by Class Members or the binding effect of the Settlement on Participating Class Members who are not Claimants), the Parties will commence negotiations to determine terms acceptable to the Court. A modification of Class Counsel’s attorneys’ fees and expense or the amount to be awarded as a Class Representative payment shall not be deemed a material modification to the Settlement but nothing in this Agreement will limit the right of Class Counsel to appeal such a modification.

2. Notice to Class Members. After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet as follows:

a. Using best efforts to provide it as soon as possible, and in no event later than ten business days after the Court enters its order granting Preliminary Approval of the Settlement, Russell Road will provide to the Settlement Administrator the names, and last known addresses, for all Class Members. If any of the Class Data is unavailable to Russell Road, it will so inform Class Counsel and the Parties will make their best efforts to agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.D.2.c., or pursuant to the parties’ express written authorization or by order of the Court.

b. Using best efforts to mail it as soon as possible, and in no event later than thirty days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Russell Road and then first updated by the Settlement Administrator of an NCOA processing with the U.S. Postal Service, unless modified by any updated address information discovered by Class Counsel’s investigation or that the Settlement Administrator obtains in the course of administration of the Settlement.

c. if a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet

to the Class Member. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. The Settlement Administrator may perform a one-time tracking of any undelivered mail; performing address searches for all mail returned without a forwarding address; and a single re-mailing to Class Members for whom new addresses are found. If the Class notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Russell Road's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Class Counsel will be entitled to receive from the Settlement Administrator any updated address information about a Class Member as the Settlement Administrator obtains such information.

d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Russell Road's Counsel of completed Elections Not to Participate in Settlement it receives.

e. Not later than five days prior to the date by which the Parties file their joint motion for final approval of the Settlement, the Settlement Administrator will serve on the Parties and file with the court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Claim Form.** In order to claim his or her share of the Net Settlement Amount, a Class Member must fully complete a Claim Form (Exhibit "1") not later than sixty days after the notice of the Settlement was mailed. If no Claim Form is returned than that Class Member is not entitled to any share of any portion of the Gross or Net Settlement Amount.

4. **Comments on or Objections to Settlement; Elections Not to Participate in Settlement.** Class Members may submit comments on the Settlement, objections to the Settlement, or Opt-Out of the Settlement pursuant to the following procedures:

a. **Comments on or Objections to Settlement.** All Class Members will have an opportunity to comment or object to the Settlement. The Class Notice will provide that Class Members who wish to comment on or object to the Settlement must file with the Court and serve on counsel for the Parties not later than sixty days after the Settlement Administrator mails the Class Notice Packets a written objection to (or comment on) the Settlement setting forth the grounds for the objection. The statement will also indicate whether the Class Member intends to appear and comment or object at the Final Approval Hearing.

b. **Election Not to Participate in Settlement.** Class Members may elect not to participate in the Settlement. The Class Notice will provide that such Class Members who wish to exclude themselves from the Settlement, must mail to the Settlement Administrator, not later than sixty days after the Settlement Administrator mails the Class Notice Packets, an Opt-Out consisting of a signed writing which states that the Class Member wishes to be excluded from the Settlement, and understands that as a result he or she will not be entitled to share in the settlement proceeds. If a question is raised about the authenticity of a signed Opt-Out, the Settlement

Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member who opts out will not participate in or be bound by the Settlement and the Judgment. Nothing in this Agreement will constitute or be construed as a waiver of any defense Russell Road has or could assert against any claim brought by a Non-Participating Class Member. A Class Member who does not complete and mail a timely Opt-Out in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the District Court, and by the Judgment, regardless of whether she has objected to the Settlement or submitted a completed Claim Form.

c. **Report.** Not later than ten days after the deadline for submission of Opt-Outs and Claim Forms the Settlement Administrator will provide the Parties with a complete and accurate list of all Claimants, Participating Class Members, and Non-Participating Class Members.

5. No Solicitation of Comment, Objection, Election Not to Participate. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to submit a Claim form, comment on, object to the Settlement, submit an Opt-Out, and/or appeal from the Judgment.

6. Additional Briefing and Final Approval.

a. Upon completion of the claim process and receipt of report from the Settlement Administrator regarding same, then the Parties jointly will file with the District Court a motion for final approval of the Settlement and payment of the Settlement Administrator's reasonable fees and expenses, and a memorandum in support of their motion. Separately, Plaintiffs and Class Counsel will file with the District Court a motion for awards of the Class Representative Payment, the Class Counsel Fee and Costs Payment pursuant to this Settlement, which Russell Road will not oppose.

b. If any objection is filed, then not later than fourteen days before the Final Approval Hearing, the Parties jointly may file a response in support of their motion for final approval of the Settlement, and payment of the Settlement Administrator's reasonable fees and expenses. Plaintiffs and Class Counsel may file a response in support of their motion for the Class Representative Payment, the Class Counsel Fees and Costs Payment.

c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement, then the Settlement will be null and void and the Parties will have no further obligations under the Settlement, unless the Parties agree to accept the modification and continue, or otherwise negotiate terms acceptable to the Court. A modification of Class Counsel's attorneys' fees and expense or the amount to be awarded as a Class Representative Payment shall not be deemed a material modification to the Settlement but nothing in this Agreement will preclude Class Counsel from appealing such a modification. If the Court reduces Class Counsel's attorneys' fees, and its decision to do so is not rescinded by an appeal of such decision by Class Counsel, the amount reduced shall be distributed to the Class Members. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Order Confirming

Certification of Class Action, Granting Final Approval and Entering Final Judgment (Exhibit “4”). After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Agreement; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

If the Court does not enter Judgment in accordance with the settlement agreement, the Parties agree to jointly seek reconsideration of the decision denying entry of Judgment or attempt to renegotiate the settlement and seek Court approval of the mutually agreed-upon renegotiated settlement.

If reconsideration is denied, or a mutually agreed-upon settlement is not approved the appeal will be reinstated and proceed as if no settlement had been attempted, and no evidence or information obtained by Plaintiff may be utilized within additional proceedings.

d. The Parties will work together expeditiously to obtain preliminary and final approval of the Settlement.

7. Waiver of Rights to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, and to the extent permitted by applicable Nevada law, the Parties hereby waive any and all rights to appeal from the Court’s final approval of the Settlement unless the Court materially modifies the Settlement. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Class Counsel from appealing from a refusal by the District Court to award the full Class Representative Payment, the Class Counsel Fees and Costs Payment, or the Settlement Administrator’s fees and costs sought by them without objection by Russell Road. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final.

8. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement and that court’s decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiffs or Russell Road will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than fourteen days after the reviewing court’s decision vacating, reversing, or materially modifying the Judgment becomes Final. If such occurs, the procedure in Section 6 (c) above controls. A modification of Class Counsel’s attorneys’ fees and expenses or the amount to be awarded as a Class Representative Payment as a result of such an appeal shall not be deemed a material modification to the Settlement.

9. Uncashed Settlement Share Checks. If a Claimant fails to cash a check for her settlement payment within 120 days after is mailed, the Settlement Administrator will return these funds to Russell Road within 30 days after the original 120 day period expires.

E. Release of Claims.

1. **Plaintiffs.** As of the date of the final approval of the Settlement, and in consideration of the terms and conditions of the Settlement, Plaintiffs hereby fully and finally release any and all claims against Russell Road and any present and former parents, subsidiaries and affiliated companies or entities, and their respective managers, members, employees, partners, shareholders and agents, and any other successors, assigns, and legal representatives (“Released Parties”) known or unknown, that arise from or relate to their alleged employment with Russell Road including their claims for an alleged failure by Russell Road to pay wages pursuant to any statute, code, or the Nevada Constitution Article XV, Sect. 16, claims for unjust enrichment, and/or for attorneys’ fees, and also including any claim, if any, filed by Plaintiffs pending before the Nevada Labor Commissioner. This release does not include any workers’ compensation claims.

2. **Released State Law Claims by Class Members.** As of the date of the final approval of the Settlement, each Class Member, unless she affirmatively submits a timely opt-out form, fully and finally releases any and all wage-and-hour and overtime claims, rights, demands, liabilities and cause of action including, but not limited to those in the Third Amended Complaint for alleged failure to pay wages pursuant to the Nev. Const. Art. XV, Sec. 16, Unjust Enrichment, and for any other attorneys’ fees, whether known or unknown, against Russell Road and the Released Parties. The released claims include any and all claims for unpaid wages, untimely payment of wages, minimum wages, overtime compensation, meal and rest break premiums, failure to provide accurate, itemized wage statements, or any other related allegation, including claims for violation of the Nev. Const. Art. XV, Sec. 16 commonly known as the “Minimum Wage Amendment”, and claims for any penalties, interest, and attorneys’ fees and costs, whether founded on federal, state, or local law.

3. **Released Federal law Claims by Class Members.** In addition, each Class Member, unless she affirmatively submits a timely opt-out form, fully and finally releases and discharges the Released Parties, upon final approval of this Settlement from any and all federal wage-and-hour claims, rights, demands, liabilities, and causes of action of every nature and description pursuant to the Fair Labor Standard Action of 1938, as amended, 29 U.S.C. § 201, et seq., whether known or unknown.

4. **Russell Road.** As of the date of the final approval of the Settlement, and in consideration of the terms and conditions of the Settlement, Russell Road hereby fully and finally releases any and all claims, rights, demands, liabilities, judgments and causes of action against Plaintiffs and any present and former agents, and any other successors, assigns, and legal representatives of Plaintiffs, known or unknown, that arise from or relate to the District Court’s August 2017 dismissal of the claims of Ashleigh Park, Lily Shepard, Stacie Allen, Michaela Devine, Karina Strelkova and Danielle Lamar from this Action.

4. **Class Counsel.** In consideration for the Class Counsel Fees and Costs Payment, Class Counsel waives any and all claims to any further attorneys’ fees and expenses in connection with the Action.

F. Confidentiality Preceding Preliminary Approval. The Parties and their counsel will not issue any press or other media releases or have any communication with the press or media or anyone else regarding the Settlement prior to preliminary court approval of the Settlement. If Plaintiff or her attorneys disclose to any non-party that (i) a settlement has been reached, or (ii) any of the terms of the Settlement, before the Settlement is preliminarily approved, Russell Road may rescind the Settlement, rendering it null and void.

G. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

a. Russell Road denies that it has engaged in any unlawful activity, has failed to comply with any state, federal, and/or local law or ordinance in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Russell Road, or any admission by Plaintiffs that any claims asserted were non-meritorious or any defense asserted by Russell Road was meritorious. This Settlement and the fact that Plaintiffs and Russell Road were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any other litigation (other than solely in connection with the Settlement).

b. The Parties have agreed to the certification of a class action for the sole purpose of effectuating this Settlement. Should the Settlement not receive final approval from the District Court, the fact that the Parties were willing to stipulate to class certification as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action or any other action, and in any of those events Russell Road expressly reserves the right to oppose class certification.

c. Whether or not the Settlement receives final approval, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Russell Road or any other beneficiary of the releases granted under this Agreement (the “Released Parties”), including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. Effect of Settlement Payments Made to Plaintiffs and Participating Class Members. Neither the terms and conditions of this Settlement nor any of the payments made to Plaintiffs or any Claimant are to be treated as earnings or wages for any purpose under any of the Released Parties benefit plans or shall have any effect on the eligibility or calculation of any benefits.

3. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

4. Attorney Authorization. Class Counsel and Russell Road's Counsel warrant and represent that they are authorized by Plaintiffs and Russell Road, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

5. Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, and approved by the Court.

6. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

7. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of Nevada, without giving effect to any conflict of law principles or choice of law principles.

8. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9. Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

10. Notice. All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Michael J. Rusing
Rusing Lopez & Lizardi, PLLC
6363 N. Swan Road, Suite 151
Tucson, AZ 85718
mrusing@rllaz.com

To Russell Road Food & Beverage, LLC:

Jeffery A. Bendavid, Esq.
Bendavid Law
630 South 4th Street
Las Vegas, Nevada 89128
jbendavid@bendavidfirm.com

11. Execution in Counterpart. This Agreement may be executed electronically, in one or more counterparts, and each such counterpart shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Any signatures pages transmitted electronically shall be regarded as original counterpart signature pages. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

The Parties hereby agree to the terms and conditions of this Agreement.

PLAINTIFFS


JACQUELINE FRANKLIN

**RUSSELL ROAD FOOD &
BEVERAGE, LLC:**

By: _____

Its: _____

ASHLEIGH PARK

LILY SHEPARD

STACIE ALLEN

MICHAELA MOORE

To Plaintiffs and the Class:

Michael J. Rusing
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6363 N. Swan Road, Suite 151
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By: _____

Its: _____

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ASHLEIGH PARK

LILY SHEPARD

STACIE ALLEN

MICHAELA MOORE

**RUSSELL ROAD FOOD &
BEVERAGE, LLC:**

By: _____

Its: _____



KARINA STRELKOVA

DANIELLE LAMAR

Approved as to Form and Content:

RUSING LOPEZ & LIZARDI <hr/> MICHAEL J. RUSING, ESQ. <i>Pro Hac Vice</i> 6363 North Swan Road #151 Tucson, AZ 85718 MORRIS//ANDERSON <hr/> RYAN M. ANDERSON, ESQ. (SBN: 11040) 716 South Jones Blvd. Las Vegas, NV 89107 <i>Attorneys for Plaintiffs/Appellants</i>	BENDAVID LAW <hr/> JEFFERY A. BENDAVID, ESQ. (SBN:6220) STEPHANIE J. SMITH, ESQ. (SBN:11280) 7301 Peak Dr. Suite 150 Las Vegas, Nevada 89128 <i>Attorneys for Defendant/Respondent</i>
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KARINA STRELKOVA



DANIELLE LAMAR

Approved as to Form and Content:

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DANIELLE LAMAR

Approved as to Form and Content:

RUSING LOPEZ & LIZARDI


MICHAEL J. RUSING, ESQ.

Pro Hac Vice

6363 North Swan Road #151

Tucson, AZ 85718

MORRIS//ANDERSON

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(SBN: 11040)

716 South Jones Blvd.

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Attorneys for Plaintiffs/Appellants

BENDAVID LAW

JEFFERY A. BENDAVID, ESQ.

(SBN:6220)

STEPHANIE J. SMITH, ESQ.

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KARINA STRELKOVA

DANIELLE LAMAR

Approved as to Form and Content:


<p>RUSING LOPEZ & LIZARDI</p> <hr/> <p>MICHAEL J. RUSING, ESQ. <i>Pro Hac Vice</i> 6363 North Swan Road #151 Tucson, AZ 85718</p> <p>MORRIS//ANDERSON </p> <hr/> <p>RYAN M. ANDERSON, ESQ. (SBN: 11040) 716 South Jones Blvd. Las Vegas, NV 89107 <i>Attorneys for Plaintiffs/Appellants</i></p>	<p>BENDAVID LAW</p> <hr/> <p>JEFFERY A. BENDAVID, ESQ. (SBN:6220) STEPHANIE J. SMITH, ESQ. (SBN:11280) 7301 Peak Dr. Suite 150 Las Vegas, Nevada 89128 <i>Attorneys for Defendant/Respondent</i></p>
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EXHIBIT 1

EIGHTH JUDICIAL DISTRICT OF NEVADA IN AND FOR THE COUNTY OF CLARK
JACQUELINE FRANKLIN, et al. v. RUSSELL ROAD FOOD AND BEVERAGE, LLC
CASE NO. A-14-709372-C

CLAIM FORM

Important: Complete and sign this form **ONLY** if you want to receive a share of available settlement proceeds pending the Court's final approval of this settlement.

[Class Member Name]
[Address]
[City], [State] [ZIP]

*If your name and address is different from what is
printed to the left, please provide updated information:*

You should read the "Notice of Proposed Settlement of Class Action," sent to you before completing this Claim Form.

To participate in this Settlement and to receive a settlement payment, you must sign and return this Claim Form **POSTMARKED** no later than _____. The Claim Form must be mailed to the Claims Administrator at the below address.

[address and phone to be obtained from Simpluris]

Your projected share of the Settlement is based on the number of times you logged in as a dancer for a minimum of two hours per log-in at Crazy Horse III in Las Vegas, Nevada ("CH III") during the time period of November 4, 2012 through October 16, 2019. Each valid Claimant is entitled to receive a payment that will be based on a calculation of \$8.00 for each log-in of at least two hours during the applicable time period. However, in the event the total of all amounts assigned to each Claimant exceed the Net Settlement Amount, each individual payment shall be reduced on a pro-rata basis.

CH III records show that, within that period, you logged in as a dancer for a minimum of two hours a total of [] times. If you disagree with CH III's records as to the number of times you logged in you must state below the number of times you believe you logged in during the Class Period. If you have any documentation (such as receipts or written information) to support your claim, you must submit it with this form. If there is still a dispute as to your dates of login after you submit your documentation, and the dispute cannot be resolved informally, the dispute will be settled by the Claims Administrator as described in the Notice that accompanies this claim form.

"I believe that CH III's reported number of log ins is incorrect and that I logged in ____times for at least two hours per log-in during the Class Period" (If you agree with CH III's reported number, leave blank)

By signing below you are making a claim for a share of the Settlement and consent to be bound by the Settlement and Release as described in the Notice enclosed with this Claim Form.

I declare under penalty of perjury under the laws of the State of _____[Fill in State in Which Class Member Resides]that the foregoing information supplied is true: is true

Dated: _____

Signature

Printed Name

**Questions? Call Claims Administrator toll-free at [obtain number from Simpluris]
DO NOT CONTACT THE COURT REGARDING THIS CLAIM FORM**

EXHIBIT 2

Exhibit 2 is a list of all entertainers who performed within the applicable time period from November 4, 2012 to October 16, 2019, who had at least one log-in for a minimum of at least two hours.

Exhibit 2 is intentionally omitted from the copy of the parties' Settlement Agreement that is being attached as Exhibit A to the parties' Joint Motion for an Order: (1) Conditionally Certifying Class; (2) Preliminarily Approving Class Settlement; (3) Directing Notice to Class Members; and (4) Scheduling Final Fairness Hearing

EXHIBIT 3

IN THE EIGHTH JUDICIAL DISTRICT OF NEVADA

IN AND FOR THE COUNTY OF CLARK

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

Plaintiffs,

vs.

RUSSELL ROAD FOOD AND BEVERAGE, LLC, a Nevada limited Liability company (d/b/a CRAZY HORSE III GENTLEMEN'S CLUB); DOE CLUB OWNER, I-X,

Defendants.

Case No.: A-14-709372-C

Dept. No.: 31

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL OF SETTLEMENT

TO: ANY DANCER WHO LOGGED IN FOR A MINIMUM OF TWO HOURS PER LOG-IN BETWEEN NOVEMBER 4, 2012 AND OCTOBER 16, 2019 AT CRAZY HORSE III GENTLEMEN'S CLUB IN ("CH III") IN LAS VEGAS, NEVADA.

Please read this notice carefully. This notice relates to a proposed settlement of class action claims. If you are a class member, it contains important information as to your rights to make a claim for payment.

This notice is designed to inform you of how you can claim a share of the Settlement, or object to the Settlement, or opt-out of the Settlement. Please note that even if you object to the Settlement, the settlement will be binding upon you if it is approved by the Court. If you fail to submit the attached Claim form in order to receive your share of the Settlement, and you fail to opt-out of the Settlement, you will still be bound by the terms and conditions of the Settlement, even though you will not receive your Settlement share.

To make a claim you must submit a claim form prior to [DATE].

If you submit a claim form which is postmarked after [DATE] or which is not completely filled out, your claim form will be rejected and you will not receive a settlement payment, but you will be fully bound by the release, and all other settlement terms. If you submit an exclusion form which is postmarked after [DATE] your exclusion form will be rejected and you will be bound by the class release and all other settlement terms.

Pursuant to the Order of the Eighth Judicial District of Nevada in and for the County of Clark entered on [DATE], YOU ARE HEREBY ADVISED: A settlement in the above-captioned lawsuit has been reached between the Plaintiffs and Defendant on behalf of all individuals who performed as a dancer for each log-in of a minimum of two hours at CH III in Las Vegas, Nevada at any time between November 4, 2012 and October 16, 2019.

1. WHY HAVE YOU RECEIVED THIS NOTICE?

A settlement has been reached in the above-captioned lawsuit between Plaintiffs and Defendant. You have received this Notice because Defendant's records indicate that you logged in as a dancer for a minimum of two hours at CH III at some time during the Class Period and therefore are eligible to participate in the settlement. This Notice is designed to advise you of how you can participate in this settlement or, alternatively, how you can be excluded from this settlement, or object to this settlement.

2. HISTORY OF THE LITIGATION

On November 4, 2014, a class action lawsuit was filed by Plaintiffs on behalf of themselves and all others similarly situated (the "Lawsuit"). The Lawsuit alleges that Defendant did not pay dancers a minimum wage for all the time they performed at CH III and seeks money damages. Defendant has denied and contested all of these claims and allegations. There has been no finding of wrongdoing or liability against Defendant. **Russell Road is not admitting, and still denies, that it owed or owes any unpaid or back wages to any individuals encompassed by this Settlement, as such any utilization of the terms "wages" or "pay" or "compensation", or "work" are strictly for the purposes of this Settlement only.**

The total amount of the proposed gross Settlement is \$675,000.00, from which court approved attorneys' fees and costs, an enhancement payment to the Class Representative, and Claims Administrator costs will be deducted, leaving a "Net Settlement Fund." Settlement awards will be paid out of the Net Settlement Fund to Class Members who timely file valid claims based on a calculation of \$8.00 for each log in of at least two hours per log-in during the Class Period, as described below. In the event the total of all amounts assigned to each Claimant exceed the Net Settlement Amount, each individual payment will be reduced on a pro-rata basis so that the settlement payments will not exceed the Net Settlement Amount.

The Court has granted preliminary approval to a Mutual Settlement Agreement, which has been signed by the parties.

3. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

A Settlement award may be paid to each Class Member who submits a valid and timely Claim Form. All Claim Forms must be signed under penalty of perjury and completed in their entirety to be considered

valid. The Claims Administrator will compute the amount each class member will receive based on the number of times that member logged in as a dancer for a minimum of two hours per log-in during the Class Period based on information to be provided by Defendant.

B. Calculations To Be Based on Defendant's Records

For each Class Member submitting a timely and valid claim, the amount payable to the Class Member will be calculated by the Claims Administrator from Defendant's records. Defendant's records will be presumed correct with respect to the number of log-ins made by each class member during the Class Period. A Class Member may challenge the number of log-ins. If a Class Member disputes the accuracy of Defendant's records as to the number of log ins made during the Class Period, the Class Member must submit documentation in writing (i.e., receipts, photographs, etc.) supporting her position to the Claims Administrator at the same time the Class Member sends the Claim Form to the Claims Administrator. The Parties will attempt to resolve the matter informally, but if they cannot do so, the Claims Administrator will review Defendant's records and any written information or documents submitted by the Class Member and issue a non-appealable decision as to the number of log ins made by the Class Member during the Class Period.

C. Release of Claims

The Settlement includes a release by Plaintiffs and Class Members (other than those who specifically opt-out) of Russell Road and their respective past, present, and future parents, subsidiaries, joint-venturers, affiliates, managers, member, managing members, shareholders, directors, officers, employees, agents, contractors, attorneys, insurers, predecessors, successors, assigns, and any individual or entity that could be jointly liable for any and all claims and causes of action relating to or connection with any facts, transactions, events, policies, occurrences, acts, disclosures, statements, payments, omissions, or failures to action that are or could be the basis of the claims asserted in Plaintiff's Complaint, including, but not limited to, Plaintiff's claim that Russell Road failed to pay the minimum wage due under the MWA, any claim by Plaintiff that Russell Road violated the provisions of NRS 608 et seq., for allegedly not paying, any wages, correct and/or timely wages owed at the time of separation from employment from Russell Road, for not paying any other penalties, interests, attorneys' fees, and costs owed under the MWA or any applicable Nevada statute or regulation, and any and all other claims and allegations asserted in this matter including any claims for unjust enrichment or for misclassification of worker, or that could have been asserted either pursuant to Nevada state law, or under any applicable federal law, regulation, and/or statute, that arise out of the facts alleged in the Complaint from the beginning of time through the end of the Class period, which is the period time that is two (2) years prior November 4, 2014, the date of Plaintiff's Complaint, through the date of the final approval of settlement.

D. Class Representative Payment

Class Representative Jacqueline Franklin will receive a service payment in an amount to be set by the Court not to exceed the sum of Five Thousand Dollars (\$5,000.00). Any payment approved by the Court is for her time and effort expended on behalf of the litigation effort as well as her willingness to accept the risk of paying Defendant's costs in the event of an unsuccessful outcome. Plaintiff, Jacqueline Franklin is also entitled to receive a share of the Settlement as a claiming Class Member.

E. Attorneys' Fees

The attorneys for the class filed this action, have actively litigated the case and have brought it to resolution. They will apply to the Court for an award of not more than one-third of the Settlement as fees and also up to \$40,000.00 to reimburse them for litigation costs that they have advanced. The Court will determine the appropriate fees and costs. Plaintiffs and the Class Members are not liable for payment of attorneys' fees and costs incurred by Russell Road and no such payments will be made to Russell Road or its counsel from the Settlement.

F. Support for the Settlement

The Class Representatives and Class Counsel strongly support this Settlement. Based on their own thorough, independent investigation and evaluation of this case, Class Counsel are of the opinion that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of non-certification of the Class, the defenses asserted by Defendant, the risks of adverse determinations on the merits and appellate issues. Although Defendant contends it has no liability in this case, Defendant's counsel shares Class Counsels' belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

G. Claims Administrator

The Claims Administrator will receive a payment for handling the claims administration for this case and its costs. It is estimated that the costs of claims administration should not exceed approximately \$30,000.00.

4. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

A. Submitting a Claim

Anyone who wishes to submit a claim must complete the Claim Form in its entirety, sign it under the penalty of perjury, and submit it to the Claims Administrator by mail as described on the Claim Form. The Claim Form must be postmarked no later than _____. **If your Claim Form is postmarked after _____, you will not receive any payment, but you will still be bound by the Release and all other Settlement Terms. It is strongly suggested, although not required, that you retain proof of your Claim Form submission.** If you lose, misplace, or need another Claim Form or a Request for Exclusion Form, you should contact the Claims Administrator at 1- ____ - ____ - ____.

B. Excluding Yourself from the Settlement

Any class member who does not wish to participate in the Settlement may exclude themselves (i.e., "opt-out") by completing the Request for Exclusion Form. The Request for Exclusion Form must be signed, dated, completed, and returned by registered or certified mail to:

[insert address to be obtained from Claims Administrator]

The Request for Exclusion Form must be postmarked no later than _____. **If you submit an Exclusion Form which is postmarked after _____, your Exclusion Form will be rejected, and you will be bound by the Release and all other Settlement Terms.** If the Request for Exclusion Form is sent from within the United States, it must be sent by registered or certified mail.

Persons who submit a Request for Exclusion may be contacted by either Class Counsel or Defense Counsel.

Any person who files a complete and timely Request for Exclusion Form shall, upon receipt by the Claims Administrator, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue individually any claims he/she may have against Defendant. If you wish to exclude yourself and wish to pursue an individual action, you should know there are time limits on your right to file any such individual action.

DO NOT SUBMIT BOTH THE CLAIM FORM AND THE REQUEST FOR EXCLUSION FORM. IF YOU SUBMIT BOTH, THE REQUEST FOR EXCLUSION FORM WILL BE INVALID, YOU WILL BE INCLUDED IN THE SETTLEMENT CLASS, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

C. Objection to Settlement

You can object to the terms of the Settlement before final approval. If the Court rejects your objection, you will still be bound by the terms of the Settlement. To object to the Settlement, you must file a written objection and any notice of intention to appear at the final approval hearing currently set for _____, at 9:00 a.m. in Department 31, with the Clerk of the Eighth Judicial District of Nevada in and for the County of Clark located at 200 Lewis Avenue, Las Vegas, Nevada 89101, and send copies to the following via registered or certified mail:

CLASS COUNSEL:
Ryan M. Anderson
Morris Anderson Law
716 S. Jones Boulevard
Las Vegas, Nevada 89107

CLASS COUNSEL:
Michael J. Rusing
Rusing Lopez & Lizardi
6363 N. Swan Road, Ste. 151
Tucson, Arizona 85718

DEFENDANT'S COUNSEL:
Jeffery A. Bendavid
Stephanie J. Smith
Bendavid Law
7301 Peak Drive, Suite 150
Las Vegas, Nevada 89128

Any written objections must state specific reasons in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of your performance(s) at CH III during the Class Period. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and received by each of the above-listed attorneys no later than _____. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this Settlement, you may enter an appearance in this case either with or without your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Court and deliver copies to each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and received by the above attorneys no later than _____. You may continue as a Settlement Class Member either with or without your own attorney, but you will be solely responsible for the fees and costs of your own attorney. The final approval hearing at which the Court will be asked to approve the Settlement will be at _____ a.m./p.m. (Pacific Time) on _____, in Department 31 before _____, Judge of the Nevada State District Court, Eighth Judicial District, 200 Lewis Avenue, Las Vegas-Nevada 89101.

D. Do Nothing

You can decide to do nothing in response to this Notice of Settlement. ***Be advised that you will not be eligible to receive any settlement payments unless you submit a claim form. If you choose to do nothing, you will still be bound by the Release even though you will not receive a settlement payment.*** If you want to receive payment of settlement funds, you must return the completed claim form by the specified time. If you do not want to be bound by the Release, you must exclude yourself from the settlement by sending in the Exclusion Form.

E. No Retaliation

Whether you submit a claim form, exclude yourself from this settlement, object to this settlement or do nothing, defendant will not retaliate.

F. Contacting the Claims Administrator

If you wish to contact the Claims Administrator, you can do so either by mail or telephone using the information in Paragraph 4.B. above.

5. EFFECT OF THE SETTLEMENT – RELEASED RIGHTS AND CLAIMS

As set forth in Paragraph 3(c) above and in Section III E of the “Mutual Settlement Agreement” which is on file with the Clerk of the Court, upon the Settlement Approval and Dismissal Order becoming final and non-appealable, each Class Member who has not submitted a timely and valid Request for Exclusion shall fully, finally, and forever settle, compromise, and discharge any and all claims of any kind whatsoever against the Defendants that arose or could have arisen out of the facts and allegations made in the Lawsuit. Plaintiffs and each Class Member shall be bound by this Agreement as to the any and all claims of any kind whatsoever that arise or could have arisen out of the facts and allegations made in the Lawsuit.

6. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 31 of the Eighth Judicial District Court, Clark County Nevada, 200 Lewis Avenue, Las Vegas, Nevada 89101. On _____, at _____ a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees, reimbursement of costs, and the service payments to be paid to the Class Representatives. Class Counsels' application for attorney fees and reimbursement of costs will be on file with the Court no later than _____, and will be available for review after that date.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing unless you wish to present an objection.**

7. ADDITIONAL INFORMATION

The above is only a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you must consult the complete “Mutual Settlement Agreement” which is on file with the Clerk of the Court. The pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the Eighth Judicial District Court, Clark County Nevada, 200 Lewis Avenue, Las Vegas, Nevada 89101.

**DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION
REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**

**IF YOU ARE SEPARATELY REPRESENTED BY YOUR OWN COUNSEL,
DO NOT CONTACT CLASS COUNSEL; HAVE YOUR ATTORNEY CONTACT CLASS COUNSEL**

BY ORDER OF THE DISTRICT COURT

EXHIBIT 4

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-14-709372-C

Dept. No.: 31

ORDER

- 1. CONFIRMING
CERTIFICATION OF CLASS
ACTION;**
- 2. GRANTING FINAL
APPROVAL TO CLASS
ACTION SETTLEMENT;**
- 3. APPROVING REQUEST FOR
FEES AND SERVICE
AWARDS; AND**
- 4. ENTERING FINAL
JUDGMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

This Court, having considered the Joint Motion for Final Approval of a Class Action Settlement and good cause appearing, HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the parties' Settlement Agreement (the "Settlement") previously received and reviewed by the Court.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

3. Distribution of the Notice of Pendency of Class Action and Proposed Settlement and Hearing Date for Final Approval of Settlement ("Notice") and Claim Forms to the Class Members have been completed in conformity with the Preliminary Approval Order and the Settlement.

1 4. The Notice provided due and adequate notice of the proceedings and of the
2 matters set forth therein, including the proposed Settlement, to all persons entitled to such
3 Notice, and the Notice fully satisfied the requirements of due process.

4 5. The Court FINDS that the Settlement was entered into in good faith, that
5 the Settlement is, in all respects, fair, adequate and reasonable, and all applicable standards
6 and applicable requirements for final approval of this class action settlement are met.

7 6. The Court FINDS that the Settlement has been reached as a result of
8 intensive, serious and non-collusive, arms-length negotiations, and that counsel for the
9 Parties have reasonably evaluated their respective positions and appropriately determined
10 that the Settlement will avoid additional substantial costs, as well as avoid the delay and
11 risks that would be presented by the further prosecution of the claims and counterclaims
12 in this action. The Court has reviewed the benefits that are being granted as part of the
13 Settlement and recognizes the significant value to the Class Members.

14 7. The Court also finds there were no valid objections to the Settlement filed
15 prior to or raised by any person on the record at the Final Approval Hearing and that this
16 lack of valid objections further confirms the reasonableness and appropriateness of the
17 Settlement.

18 8. The Court also finds the Class is properly certified under NRCP 23 as a
19 class for settlement purposes only, and only for this case, and confirms Bighorn Law, LLC
20 d/b/a Morris Anderson Law, and Rusing Lopez & Lizardi, PLLC as Class Counsel.

21 9. The Court finds the settlement payments provided for under the Settlement
22 to be fair and reasonable in light of all the circumstances and therefore orders the payments
23 to be made and administered in accordance with the terms of paragraph 12 below.

24 10. On or before the date of Notice of Entry of this Order, Defendant shall
25 deposit \$675,000.00 into a Settlement Fund for disbursement by the Claims
26 Administrator.
27
28

1
2 11. The Court approves and orders payment of a Service Payment to Class
3 Representative Jacqueline Franklin in the amount of \$5,000.00, to be paid from the
4 Settlement Fund by the Claims Administrator within ten days of the date of Entry of this
5 Order.

6 12. Settlement payments to class members as provided for under the Settlement
7 shall be mailed by the Claims Administrator within ten days of the date of this Order.

8 13. The Court approves and orders payment of Class Counsel Awards in the
9 amount of \$225,000.00 as fees and the amount of \$40,000.00 as partial reimbursement for
10 litigation costs they advanced, to be paid within ten days of the date of Entry of this Order
11 by the Claims Administrator according to a 75%-25% split between Rusing Lopez &
12 Lizardi, PLLC and Morris // Anderson.

13 14. The Court approves and orders payment of expenses and fees incurred by
14 the Claims Administrator in the amount of \$_____.

15 15. Upon completion of Defendant's deposit outlined in Paragraph 10, the
16 Court dismisses Plaintiff's Complaint, and all claims, in their entirety; without prejudice
17 as to all Class Members who opt-out of this settlement and as to any claims by Class
18 Members that arise on or after the date of Preliminary Approval; with prejudice as to all
19 other Class Members and claims.
20

21 16. Upon completion of Defendant's deposit outlined in Paragraph 10, the
22 Court dismisses Defendant's Counterclaims in their entirety; without prejudice as to all
23 Class Members who opt-out of this settlement and as to any claims by Class Members that
24 arise on or after the date of Preliminary Approval; with prejudice as to all other Class
25 Members and claims.

26 17. The Court expressly finds that there is no just reason for delay and that this
27 Order and Judgment therefore is certified as final for the purpose of the Nevada Rules of
28 Civil Procedure Rule 54(b).

18. Without affecting the finality of the Court's Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement, and all orders entered in connection therewith.

IT IS SO ORDERED.

DISTRICT COURT JUDGE

DATED

EXHIBIT 5

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

**Case No.: A-14-709372-C
Dept. No.: 31**

[PROPOSED] ORDER:

**(1) CONDITIONALLY
CERTIFYING SETTLEMENT
CLASS;**

**(2) PRELIMINARILY
APPROVING THE CLASS
SETTLEMENT;**

**(3) APPOINTING CLASS
REPRESENTATIVES AND
CLASS COUNSEL;**

**(4) APPROVING CLASS
NOTICES AND RELATED
MATERIALS;**

**(5) APPOINTING SETTLEMENT
ADMINISTRATOR; AND**

**(6) SCHEDULING FINAL
APPROVAL HEARING.**

On ____ of _____, 2020, a hearing was held on the joint motion of Plaintiffs, Jacqueline Franklin, Ashleigh Park, Lily Shepard, Stacie Allen, Michaela Moore, Karina Strelkova, and Danielle Lamar ("Plaintiffs"), individually and on behalf of the proposed class, and Defendant, Russell Road Food and Beverage, LLC d/b/a Crazy Horse III Gentlemen's Club ("Russell Road") ("Plaintiffs" and "Russell Road" may be referred to individually as a "Party," or collectively, as the "Parties"), for preliminary approval of their class settlement (the, "Settlement"), and the certification of a settlement class only for purposes of resolving this action, approval of the notice to be sent to the class about settlement and related forms, the appointment of a class representative, and class counsel, the appointment of a settlement administrator, and the scheduling of a hearing for final approval.

1 The Court having read and considered the papers on the motion, the arguments of
2 counsel, and the law, and good cause appearing therefore,

3 IT IS ORDERED:

4 1. The Court has jurisdiction over this action and the parties' proposed settlement under
5 Nev. Const. Art. 15, Sec. 16 as Plaintiffs' complaint was brought under Nevada wage-and-hour
6 law.

7 2. The proposed settlement class satisfies the requirements of a class action settlement
8 class under Rule 23 of the Nevada Rules of Civil Procedure because the class members meet
9 the numerosity, commonality, typicality, and adequacy requirements for class actions, for
10 purposes of resolving this matter.

11 3. The following class of persons are certified in this action solely for the purposes of the
12 Settlement:

13 All persons who performed as dancers at Crazy Horse III Gentlemen's
14 Club between November 4, 2012 and October 16, 2019, who had at least
15 one log-in for a minimum of at least two hours, and who are identified in
Ex. "2" of the Parties' settlement agreement.

16 4. The parties' Settlement Agreement (the "Settlement") (Declaration of _____, Exh.
17 1) is granted preliminary approval. The Settlement falls within the range of reasonableness and
18 appears to be presumptively valid, subject only to any objections that may be raised at the final
19 fairness hearing and final approval by this Court.

20 5. A final fairness hearing on the question of whether the proposed Settlement, attorney
21 fees to Class Counsel, and the Class Representative Payment should be finally approved as fair,
22 reasonable, and adequate will be scheduled in accordance with the Implementation Schedule set
23 forth below.

24 6. This Court approves, as to form and content, the Notice of Pendency of Class Action
25 and Proposed Settlement and Hearing Date for Final Approval of Settlement ("Notice") in
26 substantially the form attached to the Settlement as Exhibit 3, and the Claim Form in
27 substantially the form attached to the Settlement as Exhibit 1.
28

7. This Court approves the procedure for class members to participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement and in the Notice.

8. This Court directs the mailing of the Notice and the Claim Forms by first class mail to the class members in accordance with the Implementation Schedule set forth below. This Court finds the dates selected for the mailing and distribution of the Notice and Claim Form, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. Simpluris is appointed to act as the Settlement Administrator, pursuant to the terms set forth in the Settlement.

10. Plaintiff Jacqueline Franklin is appointed as the Class Representative.

11. Rusing Lopez & Lizardi, PLLC and Morris // Anderson are appointed as Class Counsel.

12. This Court orders the following Implementation Schedule for further proceedings:

A	Deadline for Defendant to submit class member information ("Class Data) to Claims Administrator	No later than 20 calendar days after entry of this Order
B	Deadline for Claims Administrator to mail the Notice and the Claim Form to Class Members	No later than 30 calendar days after receiving the Class Data
C	Deadline for Claims Administrator to re-mail any Notice and Claim Form returned because of incorrect address	No later than 10 calendar days from receipt of the returned Notice and Claim Form
D	Deadline for Class Members to postmark Claim Forms and Requests for Exclusion	No later than 60 calendar days after last mailing of Claim Form by Claims Administrator
E	Deadline for Class Members to file and serve any objection to (or comment on) the Settlement	No later than 60 calendar days after last mailing of Claim Form by Claims Administrator
F	Deadline for Class Counsel to file Motion for Attorney's Fees and Costs	No later than 15 calendar days before Final Fairness Hearing
G	Deadline to file Final Approval Motion	No later than 15 calendar days before Final Fairness Hearing
H	Deadline for Class Counsel to File Declaration from Claims Administrator of Due Diligence and Proof of Mailing	No later than 7 calendar days before Final Fairness Hearing
I	Final Fairness and Approval Hearing	DATE (>120 days after the date of this Order)

13. If no objections or comments are made to the Settlement, the parties may apply to the Court to expedite the date of the final approval hearing and/or issue vacate the final approval hearing and have the Court enter a final approval order without a hearing. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members.

14. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

DATED this ____ day of _____, 2020

DISTRICT COURT JUDGE

EXHIBIT "3"

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Electronically Filed
Feb 27 2020 01:41 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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16 (702) 259-8640
17 *Attorneys for Respondent*

18
19 IN THE SUPREME COURT OF THE STATE OF NEVADA

20 JACQUELINE FRANKLIN,
21 ASHLEIGH PARK, LILY SHEPARD,
22 STACIE ALLEN, MICHAELA
23 DEVINE, KARINA STRELKOVA,
24 and DANIELLE LAMAR, individually
25 and on behalf of a class of similarly
26 situated individuals,

27 Appellants,

28 vs.

RUSSELL ROAD FOOD AND
BEVERAGE, LLC,

Respondent.

Case No. 74332

**JOINT MOTION TO DISMISS
APPEAL WITHOUT
PREJUDICE AND/OR
VACATE ORAL ARGUMENT
AND REMAND TO DISTRICT
COURT IN ORDER TO
EFFECTUATE SETTLEMENT**

1 A settlement has been reached and documented between Plaintiffs,
2 individually and on behalf of a proposed class, and Defendant, Russell Road Food
3 and Beverage, LLC. Since the Parties have signed a settlement agreement that is
4 contingent on final approval of the District Court in order to effectuate the
5 settlement terms, because this is a proposed class action settlement that needs final
6 approval from the District Court, the Parties are jointly requesting dismissal
7 without prejudice, contingent on final settlement approval, and the remand of this
8 matter in order to permit the District Court to have jurisdiction over settlement
9 proceedings.
10
11
12

13 The dismissal without prejudice and remand will then permit the Parties to
14 jointly move for an order from the District Court conditionally certifying the class
15 for settlement purposes, giving preliminary approval of the settlement, setting a
16 date for the final approval hearing, and approving the class notice and claim form.
17
18 Upon completion of the claim process the Parties will then jointly file a motion for
19 final approval of the settlement. This dismissal without prejudice of the pending
20 appeal, subject to final settlement approval of the District Court, is necessary,
21 because if the Parties do not obtain final approval of the settlement, from the
22 District Court, it is the Parties' agreement and intent that this appeal be reinstated
23 and proceed as if no settlement had been attempted, with oral argument to be reset
24 subject to the Nevada Supreme Court's discretion The Parties have agreed that
25
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28

1 Plaintiffs are maintaining their appeal rights, should the District Court not approve
2 final settlement terms.

3
4 As such, the parties respectfully request that oral argument be vacated and
5 this appeal be dismissed, without prejudice, and remanded to the District Court
6 subject to the Parties obtaining final approval of the settlement, and to be reinstated,
7 if as indicated the District Court does not approve the final settlement.
8

9 DATED this 27th day of February, 2020.
10
11
12

13 **BENDAVID LAW**

14 /s/ Jeffery A. Bendavid, Esq.
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EXHIBIT "4"

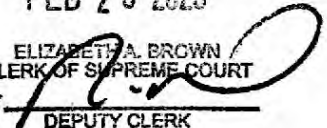
IN THE SUPREME COURT OF THE STATE OF NEVADA

JACQUELINE FRANKLIN; ASHLEIGH
PARK; LILY SHEPARD; STACIE
ALLEN; MICHAELA DEVINE; KARINA
STRELKOVA; AND DANIELLE
LAMAR, INDIVIDUALLY, AND ON
BEHALF OF A CLASS OF SIMILARLY
SITUATED INDIVIDUALS,
Appellants,
vs.
RUSSELL ROAD FOOD AND
BEVERAGE, LLC, (D/B/A CRAZY DOE
CLUB OWNER, I-X),
Respondent.

No. 74332

FILED

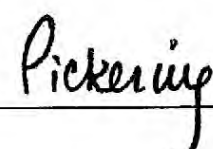
FEB 28 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

*ORDER DISMISSING APPEAL AND
REMANDING TO THE DISTRICT COURT*

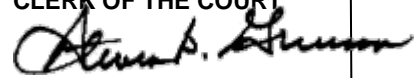
Pursuant to a stipulation of the parties, this appeal is dismissed. The parties shall bear their own costs and attorney fees. NRAP 42(b). This matter is remanded to the district court to conduct appropriate proceedings, if any, to alter, amend, or vacate its order or judgment as necessary for the parties to fulfill the terms of their settlement agreement. In the event the district court declines to grant the requested relief, appellant may file a motion to reinstate this appeal. Any such motion to reinstate the appeal must be filed within 30 days of entry of the district court's order denying relief. The oral argument of this matter currently scheduled for March 2, 2020, at 1:30 p.m. is vacated.

It is so ORDERED.

 C.J.

cc: Hon. Joanna Kishner, District Judge
Bighorn Law/Las Vegas
Rusing Lopez & Lizardi, PLLC
Kamer Zucker Abbott
Bendavid Law
Eighth District Court Clerk

EXHIBIT "5"



ORDR

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

RUSSELL ROAD FOOD AND
BEVERAGE, LLC., a Nevada limited
Liability company (d/b/a CRAZY DOE
CLUB OWNER, I-X, ROE EMPLOYER,
I-X,

Defendants.

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

**ORDER GRANTING JOINT MOTION
TO CONDITIONALLY SET ASIDE
RULINGS ON DISPOSITIVE
MOTIONS AND CLASS
CERTIFICATION PENDING FINAL
APPROVAL OF SETTLEMENT**

1 AND RELATED COUNTERCLAIMS

2 This Court, having considered the Joint Motion to Set Aside Rulings on Dispositive
3 Motions and Class Certification Pending Approval of Settlement and good cause appearing,
4 HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

5 1. The Orders of April 27, 2016 denying class certification and September 19, 2018
6 granting summary judgment in favor of Defendant, are hereby conditionally vacated for the
7 express purpose of facilitating the class action settlement reached in this matter.

8 2. If, for whatever reason, the proposed settlement is not approved and does not
9 become final, the above-referenced Orders will be reinstated, along with the Appeal.

10 DATED this 12th day of August, 2020.

11 
12 **DISTRICT COURT JUDGE**

13 Respectfully Submitted by:

Approved as to form and content:

14 **RUSING LOPEZ & LIZARDI, PLLC**

BENDAVID LAW

15 /s/ Michael J. Rusing
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